Hernando County

Board of County Commissioners

Regular Meeting

Minutes

April 28, 2026

CALL TO ORDER

The meeting was called to order at 9:00 a.m. on Tuesday, April 28, 2026, in the John Law Ayers County Commission Chambers, Government Center, Brooksville, Florida.

Attendee Name	Title
Jerry Campbell	Chairman
Ryan Amsler	Vice Chairman
Steve Champion	Second Vice Chairman
John Allocco	Commissioner
Brian Hawkins	Commissioner
Toni Brady	Deputy County Administrator
Carla Burrmann	Natural Resources Manager
Scott Harper	Solid Waste Services Manager
Paul Hasenmeier	Public Safety Director/Fire Chief
Tammy Heon	Tourism Development Manager
Scott Herring	Public Works Director
Jon Jouben	County Attorney
Michelle Miller	Planning Manager
Jeffrey Rogers	County Administrator
Carla Rossiter-Smith	Chief Procurement Officer
Brad Smith	Interim Utilities Director
Rob Talmage	Parks and Recreation Administrator
Nienke Osinga	Deputy Clerk
Heidi Prouse	Deputy Clerk

Invocation

Pledge of Allegiance

America 250 Presentation

Presentation by Live Oak Theatre of The Gettysburg Address

AGENDA

Motion
To approve the Agenda.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Brian Hawkins
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

ELECTED OFFICIALS

There were no Elected Officials' Comments.

COMMEMORATIVE RESOLUTIONS

Resolution Proclaiming May 6, 2026, Through May 12, 2026, as National Nurses Week

Motion
To approve Item No. D-3 (Resolution No. 2026-074).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

Resolution Proclaiming May 3, 2026, Through May 9, 2026, as National Correctional Officers' and Employees' Week

Resolution Proclaiming May 3, 2026, Through May 10, 2026, as National Travel and Tourism Week

Motion
To approve Item Nos. D-1 and D-2 (Resolution Nos. 2026-075 and 2026-076).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Brian Hawkins
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

CITIZENS' COMMENTS

Citizens commented on various topics and issues.

BOARD/STAFF RESPONSES

The Board and/or staff responded to questions and concerns expressed during Citizens' Comments.

RECESS/RECONVENE

The Board recessed at 11:35 a.m. and reconvened at 11:45 a.m.

Comm. Hawkins was not present when the meeting reconvened.

CONSENT AGENDA

Federal Transit Administration FY 2026 Certifications and Assurances Required for Receipt of Transit Planning, Operation and Capital Funding

Cooperative Funding Initiative Project Agreement With Southwest Florida Water Management District for Northwest Hernando Septic to Sewer Feasibility Study and Associated Budget Resolution

Local Housing Assistance Plan for Use in State Housing Initiatives Partnership Program for FY 2026-2029 and Associated Resolution

Ratification of Nomination Form to Lowe's 2026 Community Impact Grant Program for Coach Lorenzo Hamilton Sr. Park Interior Renovation Project

Ratification of Nomination Form to Lowe's 2026 Community Impact Grant Program for Stewy's Skate Park Project Located at Pioneer Park

Resolution Authorizing Chairman's Signature to Application and Other Funding-Related Documents to Florida Department of Children and Families Under Criminal Justice, Substance Abuse, Mental Health Reinvestment Grant Program

Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory

Resolution Amending Resolution No. 2026-53, Adopted on March 10, 2026, Authorizing Issuance of Non-Ad Valorem Revenue Bonds, Series 2026, to Finance and Reimburse Costs of Various Capital Improvements Within County and to Pay Costs of Issuing Bonds

Resolution Ratifying Declaration of Temporary Burn Ban Due to Drought Conditions

Resolution Regarding Reimbursement of Certain Costs Relating to Acquisition of Vehicles and Equipment for Fleet Replacement Program

Various Satisfactions of Interim Disposal Special Assessment Liens

Motion
To approve the Consent Agenda (Budget Resolution No. 2026-077 and Resolution Nos. 2026-078 through 2026-082).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

CORRESPONDENCE TO NOTE

Transmittal of Rabies Surveillance Quarterly Summary Report for January 1, 2026, Through March 31, 2026

Weeki Wachee River Submerged Aquatic Vegetation Restoration Project Maintenance Reports for Months Seven and Eight

PUBLIC HEARINGS

Chairman Campbell requested Board consensus to move Item Nos. I-1 [Ordinance Amending Fire Protection and Emergency Medical Services Capital Facilities Impact Fee Ordinance; Amending Definitions for Compliance With Florida Impact Fee Act] and I-2 [Resolution Adopting Revised Rates, Fees and Charges for Solid Waste Disposal Services at Hernando County Solid Waste Management Facility and Convenience Centers] to be heard in the Agenda upon the return of Comm. Hawkins to the meeting.

The Board concurred.

DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES CARLA ROSSITER-SMITH

Award of Construction Contract to Sawcross, Inc., for Wiscon Water Treatment Plant and Hexam Water Treatment Plant Chemical Feed System Improvement Projects for Utilities Department (Contract No. 26-C01212/JG; Amount: $9,905,170.00)

Change Order No. 2 to Purchase Order With McKim & Creed, Inc., for Killian Water Treatment Plant Upgrade Project for Utilities Department (Contract No. 18-R00020; Amount: $223,391.10)

Change Order No. 6 to Purchase Order With McKim & Creed, Inc., for Chalmer Pumping Station Upgrade Project for Utilities Department (Contract No. 18-R00020; Amount: $59,616.00)

Ratification of Emergency Change Order to Purchase Order With Citrus Well Drilling for Well No. 11 Repair Related to Acid Treatment for Utilities Department

Utilization of Solid Waste Authority of Palm Beach County Agreement With Paradigm Software, LLC, for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System for ScaleHouse Software for Hernando County Solid Waste Department (Contract No. 26-P0288; Amount: $134,313.75)

Motion
To approve Item Nos. J-1 through J-5.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

COUNTY ADMINISTRATOR JEFFREY ROGERS

Proposed Revised Public Survey of Residents Living Within or Adjacent to Proposed Manatee Protection Zone

Motion
To not do the survey, save the money for the taxpayers, and continue the discussion with staff for educational signage.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

TOURISM DEVELOPMENT MANAGER TAMMY HEON

Budget Amendment for Tourism Department to Provide Sponsorship Support for Hernando County's America 250 Celebration

Comm. Amsler made the following Motion:

Motion
To approve.

Chairman Campbell announced that each request would be voted on separately.

Budget Amendment for Tourism Department to Provide Sponsorship Support for Hernando County's America 250 Celebration

Motion
To approve the budget amendment.

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Budget Amendment for Tourism Department to Provide Sponsorship Support for Hernando County's America 250 Celebration

Motion
To find the celebration and the expenditures serve a valid public purpose.

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Budget Amendment for Tourism Department to Provide Sponsorship Support for Hernando County's America 250 Celebration

Motion
To authorize the County Administrator to negotiate and execute the contract.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

PUBLIC WORKS DIRECTOR SCOTT HERRING

Resolution Authorizing Exchange of Real Property Between Hernando County Water & Sewer District a/k/a HCUD and Withlachoochee River Electric Cooperative a/k/a WREC Conveying HCUD-Owned Property Located at 5095 Kettering Road to WREC With Statutory Deed and Acceptance of Quitclaim Deed From WREC Conveying Property Located at Ponce De Leon Boulevard to HCUD

FY 2027 Non-Ad Valorem Assessment Rate Increase for Ridge Manor Street Lighting Municipal Service Benefit Unit and Establishment of Future Maximum Rate and Associated Resolution

Motion
To approve Item Nos. M-1 and M-2 (Resolution Nos. 2026-083 and 2026-084).

RESULT:	**ADOPTED**
MOVER:	Steve Champion
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Chairman Campbell announced the next Agenda item to be heard would be Item No. P [Commissioner Ryan Amsler].

(Note: Item Nos. N [Public Safety Director/Fire Chief Paul Hasenmeier] and O [Commissioner Brian Hawkins] were heard later in the Agenda.)

COMMISSIONER RYAN AMSLER

Update Regarding Accomplishments and Recommendation From Hernando County Delegation of Government Efficiency a/k/a DOGE Committee

Comm. Hawkins returned to the meeting.

PUBLIC HEARINGS

Ordinance Amending Fire Protection and Emergency Medical Services Capital Facilities Impact Fee Ordinance; Amending Definitions for Compliance With Florida Impact Fee Act

There was no public input.

Motion
To approve the staff recommendation (Ordinance No. 2026-11).

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

Resolution Adopting Revised Rates, Fees and Charges for Solid Waste Disposal Services at Hernando County Solid Waste Management Facility and Convenience Centers

There was no public input.

Motion
To approve the staff recommendation (Resolution No. 2026-085).

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

PUBLIC SAFETY DIRECTOR/FIRE CHIEF PAUL HASENMEIER

Resolution Providing for Modifications of Established Schedule of Fees and Charges to be Imposed by Hernando County Fire and Emergency Services

Motion
To approve the staff recommendation (Resolution No. 2026-086).

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

Presentation Regarding Results of Fire Assessment Impact Fee Study to Include City of Brooksville Due to Consolidation of Fire Rescue and Emergency Services for FY 2027 Rate Adjustment

Comm. Amsler made the following Motion:

Motion
To approve Option No. 1 for one year.

Comm. Amsler amended his Motion as follows:

Amendment to Motion
To approve Option No. 2 for two years (24 months).

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Allocco and Hawkins
NAYES:	Champion

RECESS/RECONVENE

The Board recessed at 3:10 p.m. and reconvened at 3:20 p.m.

Presentation Regarding Fire Assessment Municipal Service Benefit Unit Rates for FY 2027

Comm. Champion made the following Motion:

Motion
To deny any increase in property taxes.

The Motion died for the lack of a second.

There was Board consensus to direct the staff to advertise the assessment and to bring it back for discussion at a future Board meeting.

COMMISSIONER BRIAN HAWKINS

Follow-up Discussion Regarding Proposed Revisions to Waterways Advisory Committee Meetings

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

COMMISSIONER RYAN AMSLER

This Item was moved up on the Agenda and heard after Item No. M [Public Works Director Scott Herring].

COUNTY ADMINISTRATOR JEFFREY ROGERS

Appointment of G. Thomas St. Clair to Tourist Development Council Until December 31, 2030

Motion
To approve the staff recommendation.

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

Update Regarding Ongoing Board Directives

BOARD OF COUNTY COMMISSIONERS

The Board commented on various issues.

ADJOURNMENT

The meeting was adjourned at 4:35 p.m.

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16848
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Proclaiming May 6, 2026, Through May 12, 2026, as National Nurses Week

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 –

WHEREAS, registered nurses in the Unites States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventative health care, and better utilization of all our nation's registered nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospital patients; and

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

WHEREAS, more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community; and

WHEREAS, cost effective, safe and quality healthcare services provided by registered nurses will be an ever more important component of the U.S. healthcare delivery system in the future; and

WHEREAS, the American Nurses Association has declared the week of May 6-12, 2026, as **NATIONAL NURSES WEEK** with the theme of, ***"The Power of Nurses,"*** in celebration of the ways in which registered nurses strive to provide safe and high-quality patient care and map out the way to improve our health care system.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim May 6-12, 2026, as **NATIONAL NURSES WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners encourages all citizens to join us in honoring our ***"Healthcare Heroes"***, the registered nurses who care for the public and in showing our appreciation not just during this week, but at every opportunity throughout the year.

ADOPTED in Regular Session this 28th day of April 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
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 - 074

WHEREAS, registered nurses in the Unites States comprise our nation's largest health care profession; and

WHEREAS, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings; and

WHEREAS, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventative health care, and better utilization of all our nation's registered nursing resources; and

WHEREAS, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospital patients; and

WHEREAS, the demand for registered nursing services will be greater than ever because of the aging of the American population, emerging health challenges, the continuing expansion of life-sustaining technologies, and the explosive growth of home health care services; and

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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

Heidi Prause, Deputy Clerk

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Commissioner

Steve Champion
Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 16850
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Proclaiming May 3, 2026, Through May 9, 2026, as National Correctional Officers' and Employees' Week

RESULT:	**ADOPTED**
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 –

WHEREAS, no group of Americans has a more difficult or less publicly visible job than the brave men and women who work in our correctional facilities; and

WHEREAS, corrections officers help to maintain public safety by preserving order in our jails and prisons; and

WHEREAS, corrections officers must protect inmates from violence from fellow prisoners, while encouraging them to develop skills and attitudes that can help them become productive members of society after their release; and

WHEREAS, being a corrections officer requires careful and constant vigilance with the threat of violence always present; and

WHEREAS, it is appropriate that we honor our corrections officers for their invaluable contributions to our society; and

WHEREAS, it is also appropriate to recognize that civilian correctional employees play a vital role in the working operations of correctional facilities and that Correctional Nurses, Technicians, Secretaries, Clerks, and Control Room Operators assist security staff in maintaining a sound correctional environment; and

WHEREAS, the Chief Correctional Officer for Hernando County is the Sheriff, who oversees the Hernando County Detention Center with staff of Detention Deputies, Support Staff and Medical Personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim May 3-9, 2026, as **NATIONAL CORRECTIONAL OFFICERS' AND EMPLOYEES' WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners hereby urges its citizens to offer correctional officers and correctional employees' due recognition and respect for their vigilance and courage.

ADOPTED in Regular Session this 28th day of April 2026, A.D.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest:

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Clerk of Circuit Court & Comptroller

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Commissioner

Ryan Amsler
Vice Chairman

Brian Hawkins
Commissioner

Steve Champion
Second Vice Chairman

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 – 075

WHEREAS, no group of Americans has a more difficult or less publicly visible job than the brave men and women who work in our correctional facilities; and

WHEREAS, corrections officers help to maintain public safety by preserving order in our jails and prisons; and

WHEREAS, corrections officers must protect inmates from violence from fellow prisoners, while encouraging them to develop skills and attitudes that can help them become productive members of society after their release; and

WHEREAS, being a corrections officer requires careful and constant vigilance with the threat of violence always present; and

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Second Vice Chairman

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17373
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Proclaiming May 3, 2026, Through May 10, 2026, as National Travel and Tourism Week

RESULT:	**ADOPTED**
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 –

WHEREAS, travel has a positive effect on Florida and the nation's economic prosperity and image abroad; and

WHEREAS, travel impacts business productivity and individual travelers' well-being; and

WHEREAS, travel to and within the U.S. provides significant economic benefits for the nation, generating more than $2.5 trillion in economic output in 2018, with nearly $1 trillion spent directly by travelers; and

WHEREAS, travel is among the largest private-sector employers in the U.S., supporting 15.7 million jobs in 2018 including 8.9 million directly in the travel industry and 6.8 million in other industries; and

WHEREAS, traveler spending directly generated tax revenues of $171 billion for federal, state and local governments, funds used to support essential services and programs; and

WHEREAS, traveler spending in Hernando County totaled $279.8 billion in 2024, supporting 4223 jobs with $47 million in wages; and

WHEREAS, traveler spending in Hernando County in 2024 directly generated revenues of $32.3 million in state and local taxes, and $19.6 million in federal taxes; and

WHEREAS, international travel to the U.S. is the nation's number one services export, number two overall; and

WHEREAS, leisure travel, which accounts for more than three-quarters of all trips taken in the U.S., spurs countless benefits to travelers' health and wellness, creativity, cultural awareness, education, happiness, productivity and relationships; and

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors; and

WHEREAS, welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Florida's Adventure Coast Visitors Bureau; and

WHEREAS, travel matters to Florida's Adventure Coast, Brooksville-Weeki Wachee.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

SECTION 1. The Board of County Commissioners hereby proclaim May 3-10, 2026, as **NATIONAL TRAVEL AND TOURISM WEEK** in Hernando County.

SECTION 2. The Board of County Commissioners hereby urges its citizens to join in this special observance with appropriate events and commemorations.

ADOPTED in Regular Session this 28th day of April 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
HERNANDO COUNTY, FLORIDA

RESOLUTION 2026 – 076

WHEREAS, travel has a positive effect on Florida and the nation's economic prosperity and image abroad; and

WHEREAS, travel impacts business productivity and individual travelers' well-being; and

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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Transit
Prepared By: Georgia Lim
Initiator: Darlene Lollie
DOC ID: 17356
Legal Request Number: 2026-194
Bid/Contract Number:

TITLE

Federal Transit Administration FY 2026 Certifications and Assurances Required for Receipt of Transit Planning, Operation and Capital Funding

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section ("Prohibition on certain telecommunications and video surveillance equipment or services").

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
(d) 2 CFR § 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services."

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Hernando County Board of County Commissioners

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Hernando County Board of County Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Name Darlene Lollie, Hernando County Transit Administrator Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Jon A. Jouben Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is not part of a certification and is of no legal effect. Its purpose is to provide explanation and context for the certification.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21, including any amendments thereto;
(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction sub-agreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews. Additionally, 2 CFR § 200.216(e) states that by accepting a grant, the recipient is certifying its compliance with that section ("Prohibition on certain telecommunications and video surveillance equipment or services").

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.
(d) 2 CFR § 200.216, "Prohibition on certain telecommunications and video surveillance equipment or services."

1.4. Increased Micro-Purchase Threshold.

A recipient may establish a micro-purchase threshold that is higher than the Federal micro-purchase threshold. Pursuant to 2 CFR § 200.320(a)(1)(iv), the recipient may self-certify a micro-purchase threshold up to $50,000. Pursuant to 2 CFR § 200.320(a)(1)(v), the recipient may set a micro-purchase threshold higher than $50,000, but only with the approval of the recipient's Federal cognizant agency for indirect costs. To determine an applicant's cognizant agency for indirect costs, consult the definition of "cognizant agency for indirect costs" in 2 CFR § 200.1.

If the recipient uses a micro-purchase threshold that is higher than the Federal micro-purchase threshold, the recipient certifies:

(a) The recipient's micro-purchase threshold does not exceed $50,000, or the recipient has approval from its Federal cognizant agency for indirect costs to use a higher micro-purchase threshold;
(b) The recipient has a written justification for its micro-purchase threshold; and
(c) The recipient has supporting documentation of any of the following:
    (1) The recipient qualifies as a low-risk auditee, in accordance with the criteria in 2 CFR § 200.520 for the most recent audit;
    (2) The recipient has an annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or

(3) For public institutions, a higher threshold is consistent with State law.

1.5. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;

(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification; and

(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.6. Lobbying.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

1.6.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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.

(b) 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.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.6.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement

shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

1.7. Real Property Use

This certification responds to Recommendation #7 in the U.S. Department of Transportation's Office of Inspector General Report FS2024025 (May 20, 2024).

If the applicant will use assistance provided by the Federal Transit Administration to acquire or improve real property, the applicant certifies that it will comply with the requirements of 2 CFR § 200.311, including but not limited to, requirements to use the property for the purposes authorized in its award, and to seek disposition instructions from FTA when the property no longer is needed for any authorized purpose.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax-exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2026, Pub. L. 119-75, div. E, tit. VII §§ 744-745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

4.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third-party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

4.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 5. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 6. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

6.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

6.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility established in accordance with 49 U.S.C. § 5318 (currently the Larson Transportation Institute's Bus Research and Testing Center at Pennsylvania State University) and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 7. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 8. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5311(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected

intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 9. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 10. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 7 or Category 8.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in 49 U.S.C. § 5339(c)(1)) or related infrastructure under 49 U.S.C. § 5339(b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 11. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 7 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 7, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 7 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 7, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;

(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;

(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and

(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 12. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 13. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 7 for the Urbanized Area Formula Grants Program, Category 9 for the Fixed Guideway Capital Investment Grants program, and Category 12 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 7, 9, and 12 by reference.

CATEGORY 14. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 15. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 16. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;

(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 17. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 18. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 19. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant

must select the Certifications in this Category, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 4.1 and 4.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 5 (Transit Asset Management Plan),
   (3) Category 6.1 and 6.2 (Rolling Stock Buy America Reviews and Bus Testing),
   (4) Category 8 (Formula Grants for Rural Areas),
   (5) Category 14 (Alcohol and Controlled Substances Testing), and
   (6) Category 16 (Demand Responsive Service).

CATEGORY 20. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2026 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: Hernando County Board of County Commissioners

The Applicant certifies to the applicable provisions of all categories: (*check here*) X.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		Certification
01	Certifications and Assurances Required of Every Applicant	
02	Public Transportation Agency Safety Plans	
03	Tax Liability and Felony Convictions	
04	Private Sector Protections	
05	Transit Asset Management Plan	
06	Rolling Stock Buy America Reviews and Bus Testing	
07	Urbanized Area Formula Grants Program	
08	Formula Grants for Rural Areas	
09	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
10	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	
11	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	

12	State of Good Repair Grants	
13	Infrastructure Finance Programs	
14	Alcohol and Controlled Substances Testing	
15	Rail Safety Training and Oversight	
16	Demand Responsive Service	
17	Interest and Financing Costs	
18	Cybersecurity Certification for Rail Rolling Stock and Operations	
19	Tribal Transit Programs	
20	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: Hernando County Board of County Commissioners

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may seek in the future, of federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: 4-28-2026

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Name Darlene Lollie, Hernando County Transit Administrator Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): Hernando County Board of County Commissioners

As the undersigned Attorney for the above-named Applicant, I hereby affirm the Applicant has the authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name Jon A. Jouben Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Utilities
Prepared By: Penny Grocholski
Initiator: Brad Smith
DOC ID: 17261
Legal Request Number:
Bid/Contract Number:

TITLE

Cooperative Funding Initiative Project Agreement With Southwest Florida Water Management District for Northwest Hernando Septic to Sewer Feasibility Study and Associated Budget Resolution

RESULT: ADOPTED

Southwest Florida Water Management District
Cooperative Funding Initiative (CFI)
Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District) and the Cooperator named below:

Project Information

Cooperator Name:	Hernando County
Cooperator Address:	15365 Cortez Boulevard Brooksville, FL 34613
Project Number:	Q419
Project Name:	Hernando County Northwest Hernando Septic to Sewer Feasibility Study
Project Description:	The project consists of a feasibility study for converting septic tanks to centralized sewer in northwest Hernando County (Project).
Electronic Signature:	No

Funding/Agreement Information

*expiration dates subject to change

Risk Level:	Type 3		
Effective Date:	10/01/2025	*Expiration Date:	06/30/2028
Initial Board-Approved Project Amount:	$150,000	*O&M Expiration Date:	
Updated Construction Cost Estimate:	N/A	Multi-Year Funded Project:	No
District State Funds:	$/N	CSFA #: / Title:	
Federal Funds:	$/N	CFDA #: / Title:	
Cooperator State Funds:	$/N	CSFA #: / Title:	
Federal Funds:	$/N	CFDA #: / Title:	
District's Maximum Funding Share:	$75,000	Approved funds: $ 75,000	Through FY: 2026
Cooperator's Funding Match:	$75,000	Eligible Land Acquisition Cost	N/A
Maximum Design Match:	N/A	Conservation Easement:	No

Party Contacts

District Contract Manager

Name:	Joseph Quinn, AICP
Address:	2379 Broad Street Brooksville, FL 34604
Phone:	352-269-6260
Email:	joe.quinn@swfwmd.state.fl.us

Cooperator Project Manager

Name:	Brad Smith
Address:	15365 Cortez Boulevard Brooksville, FL 34613
Phone:	352-540-4368
Email:	bsmith@co.hernando.fl.us

The Parties agree to comply with the terms and conditions set forth in the exhibits below, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (ASR and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Feasibility Study, Conservation, Watershed Management Plan)
X	Exhibit C - Project Plan
	Exhibit D - FDEP Grant Agreement Terms and Conditions (State Funding Requirements)
	Exhibit E - Federal Funding Requirements
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Attachment 1 - Sample Conservation Easement Form
	Attachment 2 - Anticipated Owner's Allowance Contingency Funds Justification Form
	Attachment 3 - Unanticipated Contingency Funds Justification Form (Construction)
	Attachment 4 - FDEP Engineer's Certification of Payment Request Form (Construction)
	Attachment 5 - Progress Report Form
X	Attachment 6 – Cooperative Funding Agreement Checklist

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By:_____

Name: _____ Date: _____

Title: _____

Hernando County

By:_____

Name: _____ Date: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
County Attorney's Office

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.
The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.

2. Contact Authority.
The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement, or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.

3. Agreement Term.
The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for the duration of the O&M Period, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.

4. Scope of Work.
The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.

5. Funding.
   5.1. The anticipated total cost of the Project (Initial Board-Approved Project Amount) is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator agrees to provide all remaining funds necessary for the satisfactory completion of the Project.
   5.2. The Cooperator's funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be used to cover

Project cost increases. Should those state or federal appropriations, or grant monies, exceed Project cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to the complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Unanticipated Contingency Funds Justification Form attachment to explain the basis of each line item expenditure.

5.4. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.

6. Funding Contingency.

The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. Accordingly, the District's funding amount is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage of the Initial Board-Approved Project Amount identified in the CFI Project Agreement.

7.2. Each invoice must include the following certification:

> "I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 26CF0004962) are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes $__ of contingency funds expenditures.

The Cooperator expects the total Project cost to be $150,000. The Cooperator received a total of $__in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with Subparagraph 5.2 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase."

7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.

7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.

7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District's Assistant Executive Director. The District's Assistant

Executive Director in consultation with the District's Office of General Counsel will issue the District's final determination. The Cooperator's continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), Florida Statutes to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.

12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, Florida Statute. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, Florida Statutes, nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.

12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.

12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the

Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.
The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Assignment.
No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

19. Miscellaneous.
Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

20. Lobbying Prohibition.
Pursuant to Section 216.347, Florida Statutes, the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. Counterparts and Authority to Sign.
The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement, or any amendment, warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

22. Entire Agreement.
This Agreement, including the attached, referenced, and incorporated exhibit(s) and attachments, constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan

1. Project Funding.
The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.

2. Repayment.
2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.
2.3. If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.
2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.
2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

3. Compensatory Treatment Mitigation.
If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. *Checked paragraphs apply.*

☐ Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

☒ Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

☒ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

- ☐ 15 days of receipt.
- ☒ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

- ☐ 10 days of receipt.
- ☒ 20 days of receipt.

☐ Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, Florida Statutes. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

☐ Federal Single Audit.

Funding for this Agreement includes federal financial assistance and is therefore subject to the Uniform Grant Guidance, 2 C.F.R. Part 200, (UGG) subpart F. The Cooperator is a subrecipient of federal financial assistance under this Agreement and therefore may be subject to audits and monitoring. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

☐ Grant Funding.

District funding for the Project includes grant funds identified in the CFI Project Agreement. The District's reimbursement obligation is contingent upon the District's receipt of the grant funds.

The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this Project may become unavailable in the future. The Cooperator agrees to comply with the FDEP Grant Agreement Terms and Conditions exhibit.

☐ Reports. (Replaces Subparagraph 11.1 in Exhibit A)

As required by the FDEP Grant Agreement, the Cooperator shall submit quarterly progress reports utilizing the Progress Report Form attached as an exhibit, describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period, and attesting that site visits have been conducted, contractors and subcontractors have been paid, and that work continues to occur in accordance with this Agreement. Quarterly status reports are due no later than 14 days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

☐ Retainage.

The District shall withhold a retainage of 10% of its funding amount from each invoice. Retainage will be released after all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.

EXHIBIT "C"
PROJECT PLAN

PROJECT DESCRIPTION

This is a cooperative funding project with Hernando County to investigate the feasibility of converting septic tanks to centralized sewer in northwest Hernando County. The study will estimate nutrient loading from septic tanks within the Weeki Wachee and Chassahowitzka springsheds and identify projected project costs and phasing options for construction of the sewer collection system. The benefit of this Project is the identification and evaluation of septic conversion in northwest Hernando County to reduce nutrient loading within the Weeki Wachee and Chassahowitzka springsheds. The general location of the Project is shown on the attached map (Figure 1).

MEASURABLE BENEFIT

The completion of the study in accordance with the requirements of this Agreement.

PROJECT TASKS

Key tasks to be performed by the Cooperator:

1. DATA COLLECTION – Data collection shall be completed to determine the feasibility of developing a sewer collection system in reducing nutrient loading within the northwest Hernando County study area. This may include, but is not limited to, the following data collection tasks, including quantifying the number of vacant properties subject to development with septic tanks, quantifying the number of developed properties with existing septic tanks, estimating nutrient loading from septic tanks for both the Weeki Wachee and Chassahowitzka springsheds, and identification of projected project costs and phasing options for construction of a sewer collection system.

2. DATA COMPILATION AND ANALYSIS – Data collected for the Project shall be formatted in the form of a technical memorandum that documents the data collection efforts, evaluates the data collection information, and provides opinions on factors and site conditions related to the potential for septic conversion and construction of a sewer collection system within the study area. The collected data shall be compiled in an organized and structured manner to be presented and reviewed with the District.

3. DRAFT AND FINAL REPORT– The Cooperator shall prepare a draft report that presents the data results and analysis, and provides a determination of the feasibility for conversion of septic tanks, construction of a sewer collection system, and projected reductions in nutrient loading within the subject study area in northwest Hernando County. The report shall identify, evaluate, and recommend management options/alternatives that will accomplish the Measurable Benefit of the Project and shall include resource benefits and cost estimates for each option. This shall be accomplished through review and analysis of any existing utility, land use, water quality, biological, or watershed/springshed related data in conjunction with data collected specifically for the Project. The District may offer comments on the draft final report and those comments will be addressed in the final report.

DELIVERABLES

- Data Collection, Compilation and Analysis
- Draft Report
- Final Report

DELIVERABLES FOR DISTRICT COMMENTS

- Draft Report
- Final Report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Data Collection, Compilation and Analysis	09/01/2026	05/01/2027
Draft Report	05/01/2027	08/01/2027
Final Report	08/01/2027	11/01/2027

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Data Collection, Compilation and Analysis	$57,500	$57,500	$115,000
Draft Report	$12,250	$12,250	$24,500
Final Report	$5,250	$5,250	$10,500
TOTAL	$75,000	$75,000	$150,000

The remainder of this page intentionally left blank.

FIGURE 1

Kelso St
Commercial Way (US 19)
Annutteliga Hammock
Great Idea Marketing Website Design
Suncoast Pkwy (Rte 589)
Centralia Rd
Centralia Rd
Hexam Rd
589
98
19
N

Attachment 6
Southwest Florida Water Management District
Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator	District	
		For Studies, Design and Non-Construction Conservation Programs:
☐	☐	Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)
☐	☐	If applicable, design drawings (Exhibit B, Paragraph 4)
		For Construction:
☐	☐	Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)
☐	☐	Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1)
☐	☐	Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4)
☐	☐	Copy of construction permits (Exhibit A, Paragraph 16)
☐	☐	If land acquisition included, Property Appraisal and review and comment from District's Real Estate Services on appropriate land value (Exhibit A, Paragraph 16; and Exhibit B, Additional Clauses)
☐	☐	Draft signage (Exhibit B, Additional Clauses)
☐	☐	Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to equally reduce each party's share (Exhibit A, Subparagraphs 5.2 and 7.2)
☐	☐	Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16)
☐	☐	Operational Plan (Exhibit B, Operation and Maintenance Paragraph)
		During Project Work:
☐	☐	Quarterly status reports (Exhibit A, Paragraph 11)
☐	☐	Invoices for reimbursement (Exhibit A, Paragraph 7)
☐	☐	Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3)
☐	☐	Notices for changes to prime contacts (Exhibit A, Paragraph 1)
☐	☐	Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2)
☐	☐	Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement
		Close Out:
☐	☐	All Deliverables listed in Exhibit C, Project Plan, as described in the tasks
		Survival of the Agreement:
☐	☐	The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph)

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
B412	200-40002-40-53500- 337348	SWFWM COOP Funding	0.00	75,000.00	$75,000.00
B412	200-40002-40-53500- 381411	Transfer from Fund 411	0.00	75,000.00	75,000.00
					0.00
					0.00
			$0.00	$150,000.00	$150,000.00

EXPENSES

Account Number		Account Name	Present Budget	Increase/ Decrease	Amended Budget
B411	200-14101-40-53600- 591412	Transfer to Fund 412	0.00	75,000.00	$75,000.00
B411	202-14101-40-53300- 533100	Operating-Professional Services	115,377.53	-75,000.00	40,377.53
B412	200-40002-40-53500- 533100	Operating-Professional Services	0.00	150,000.00	150,000.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
			$115,377.53	$150,000.00	$265,377.53

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 # / Mtg Da** #17261 / 04/28/2026

Office of Management and Budget use only:

Fund Number: B411/B412 **Department No.** 200 **Approved by:** ED **Date:** 4/14/26 Journal - 70443

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG / OBJECT / PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT	LINE DESCRIPTION	EFF DATE				
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC	JNL-DESC	ENTITY	AMEND				
2026 07	70443	04/28/2026	17261	SWFWMD GRA	BUA	SWFWMD GRA	1	2				
1	B4204050 337348	HCUD-ADMINISTRATION	SWFWMD COOP FUNDING	.00	-75,000.00	-75,000.00	
	B412-200-40002-40-53500-337348-	SWFWMD COOP GRANT FY26	04/28/2026				
2	B4204050 381411	HCUD-ADMINISTRATION	TRANSFER FROM FUND 411	.00	-75,000.00	-75,000.00	
	B412-200-40002-40-53500-381411-	SWFWMD COOP GRANT FY26	04/28/2026				
3	B4204050 533100	HCUD-ADMINISTRATION	OPERATING-PROFESSIONAL SRVCS	.00	150,000.00	150,000.00	
	B412-200-40002-40-53500-533100-	SWFWMD COOP GRANT FY26	04/28/2026				
4	B4402001 591412	HCUD-WATER & SEWER FUND	TRANSFER TO FUND 412	.00	75,000.00	75,000.00	
	B411-200-14101-40-53600-591412-	SWFWMD COOP GRANT FY26	04/28/2026				
5	B4402019 533100	HCUD-WATER & SEWER FUND	OPERATING-PROFESSIONAL SRVCS	1,156,047.00	-75,000.00	1,081,047.00	
	B411-202-14101-40-53300-533100-	SWFWMD COOP GRANT FY26	04/28/2026				
			** JOURNAL TOTAL		0.00		

RESOLUTION NO.: 2026-077

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
B412	200-40002-40-53500- 337348	SWFWM COOP Funding	0.00	75,000.00	$75,000.00
B412	200-40002-40-53500- 381411	Transfer from Fund 411	0.00	75,000.00	75,000.00
					0.00
					0.00
			$0.00	$150,000.00	$150,000.00

EXPENSES

	Account Number	Account Name	Present Budget	Increase/ Decrease	Amended Budget
B411	200-14101-40-53600- 591412	Transfer to Fund 412	0.00	75,000.00	$75,000.00
B411	202-14101-40-53300- 533100	Operating-Professional Services	115,377.53	-75,000.00	40,377.53
B412	200-40002-40-53500- 533100	Operating-Professional Services	0.00	150,000.00	150,000.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
					0.00
			$115,377.53	$150,000.00	$265,377.53

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

ADOPTED this 28 day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Vivienne Arriaga, Deputy Clerk

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

By: _____

Jerry Campbell
Chairman

** **Reference: Legistar # / Mtg Da** #17261 / 04/28/2026

Office of Management and Budget use only:

Fund Number: B411/B412 **Department No.** 200 **Approved by:** ED **Date:** 4/14/26 Journal - 70443

INSTR #2026035493 BK: 4713 PG. 1643 Page 1 of 15
FILED & RECORDED 5/27/2026 11:06 AM KGG Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $129.00

AGREEMENT NO. 26CF0004962

Southwest Florida Water Management District
Cooperative Funding Initiative (CFI)
Project Agreement (Type 1-3)

This Agreement, including any exhibits referenced, attached, or incorporated herein (Agreement) is entered into by and between the Southwest Florida Water Management District (District) and the Cooperator named below:

Project Information

Cooperator Name:	Hernando County
Cooperator Address:	15365 Cortez Boulevard Brooksville, FL 34613
Project Number:	Q419
Project Name:	Hernando County Northwest Hernando Septic to Sewer Feasibility Study
Project Description:	The project consists of a feasibility study for converting septic tanks to centralized sewer in northwest Hernando County (Project).
Electronic Signature:	No

Funding/Agreement Information

*expiration dates subject to change

Risk Level:	Type 3		
Effective Date:	10/01/2025	*Expiration Date:	06/30/2028
Initial Board-Approved Project Amount:	$150,000	*O&M Expiration Date:	
Updated Construction Cost Estimate:	N/A	Multi-Year Funded Project:	No
District State Funds:	$/N	CSFA #: ____ Title:	
Federal Funds:	$/N	CFDA #: ____ Title:	
Cooperator State Funds:	$/N	CSFA #: ____ Title:	
Federal Funds:	$/N	CFDA #: ____ Title:	
District's Maximum Funding Share:	$75,000	Approved funds: $ 75,000	Through FY: 2026
Cooperator's Funding Match:	$75,000	Eligible Land Acquisition Cost	N/A
Maximum Design Match:	N/A	Conservation Easement:	No

Party Contacts

District Contract Manager

Name:	Joseph Quinn, AICP
Address:	2379 Broad Street Brooksville, FL 34604
Phone:	352-269-6260
Email:	joe.quinn@swfwmd.state.fl.us

Cooperator Project Manager

Name:	Brad Smith
Address:	15365 Cortez Boulevard Brooksville, FL 34613
Phone:	352-540-4368
Email:	bsmith@co.hernando.fl.us

The Parties agree to comply with the terms and conditions set forth in the exhibits below, which are incorporated herein by reference:

X	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Public Cooperator)
	Exhibit A - CFI Standard Terms and Conditions (Type 1-3, Private Cooperator)
	Exhibit B - CFI Special Terms and Conditions – Construction, Restoration, or Conservation with Construction
	Exhibit B - CFI Special Terms and Conditions – Construction (Water Quality/Flood Protection)
	Exhibit B - CFI Special Terms and Conditions – Construction (Reclaimed Water)
	Exhibit B - CFI Special Terms and Conditions – Construction (ASR and Recharge)
X	Exhibit B - CFI Special Terms and Conditions – Non-Construction (Feasibility Study, Conservation, Watershed Management Plan)
X	Exhibit C - Project Plan
	Exhibit D - FDEP Grant Agreement Terms and Conditions (State Funding Requirements)
	Exhibit E - Federal Funding Requirements
	Exhibit F - Special Audit Requirements
	Exhibit G - Miscellaneous
	Attachment 1 - Sample Conservation Easement Form
	Attachment 2 - Anticipated Owner's Allowance Contingency Funds Justification Form
	Attachment 3 - Unanticipated Contingency Funds Justification Form (Construction)
	Attachment 4 - FDEP Engineer's Certification of Payment Request Form (Construction)
	Attachment 5 - Progress Report Form
X	Attachment 6 – Cooperative Funding Agreement Checklist

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

Southwest Florida Water Management District

By: Jennette Seachrist
Name: Jennette Seachrist Date: 5-4-2026
Title: Resource Management Director

Hernando County

By:
Name: Jerry Campbell Date: 4-28-2026
Title: Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
County Attorney's Office

Exhibit A
Southwest Florida Water Management District
Standard Terms and Conditions
Public Cooperator

1. Project Contacts and Notices.
The individuals identified in the CFI Project Agreement are the prime contacts for matters relating to this Agreement. Each party shall provide notice to the other party of any changes to the prime contact information. All notices under this Agreement shall be in writing to the other party's prime contact and shall be sent by email or overnight mail, except for cure and default notices which shall be sent by certified mail. Unless otherwise indicated in this Agreement, reports may be provided by email. Notices and reports are effective upon receipt. Any notice or report delivered by email shall request a receipt thereof confirmed by email or in writing by the recipient and the effective date shall be the date of receipt, provided such receipt has been confirmed by the recipient.
2. Contact Authority.
The Cooperator's Project Manager is authorized to affirm the invoice certification required by this Agreement. The District's Contract Manager is authorized to approve requests to extend a Project task deadline or to adjust a line item amount of the Project Budget. The District's Contract Manager is not authorized to approve any time extension that will extend a Project task beyond the expiration date of this Agreement, or which will result in a change to the total project cost or the parties' funding shares as identified in the CFI Project Agreement. Changes authorized by this Paragraph do not require a formal written amendment but must be in writing and signed in accordance with each party's signature authority.
3. Agreement Term.
The effective date of this Agreement is identified in the CFI Project Agreement. The expiration date is the date identified in the CFI Project Agreement, or upon the satisfactory completion of the Project and subsequent final reimbursement to the Cooperator, whichever occurs first. If Exhibit B requires the Cooperator to operate and maintain the Project after its completion, the operation and maintenance obligation shall survive the above-referenced expiration date for the duration of the O&M Period, beginning on the date provided in Exhibit B. The Cooperator is not eligible for reimbursement for any Project work conducted or costs incurred prior to the effective date of this Agreement.
4. Scope of Work.
The Cooperator shall perform the services necessary to complete the Project in accordance with Exhibit C, the Project Plan. The Cooperator shall commence and complete Project tasks in accordance with the Project Schedule, including any properly authorized extensions of time. Time is of the essence in the performance of each obligation under this Agreement. The Cooperator shall promptly advise the District of issues that arise that may impact the successful and timely completion of the Project. The Cooperator shall be solely responsible for managing and controlling the Project and its operation and maintenance, including the engagement and supervision of any consultants or contractors.
5. Funding.
   5.1. The anticipated total cost of the Project (Initial Board-Approved Project Amount) is identified in the CFI Project Agreement. The District's maximum funding share is identified in the CFI Project Agreement, subject to Paragraph 6 below. The Cooperator's funding match is identified in the CFI Project Agreement and cannot include state or federal appropriations, or grant monies, as provided in Subparagraph 5.2. The Cooperator agrees to provide all remaining funds necessary for the satisfactory completion of the Project.
   5.2. The Cooperator's funding match is based on the Initial Board-Approved Project Amount and cannot include state or federal appropriations, or grant monies. The District will not fund any Project cost increases. State or federal appropriations, or grant monies, may be used to cover

Project cost increases. Should those state or federal appropriations, or grant monies, exceed Project cost increases, the remaining funds will be used to equally reduce the District funding amount and the Cooperator's Board-approved match. If Project costs are equal to or less than the Initial Board-Approved Project Amount, state or federal appropriations, or grant monies, will equally reduce the District's funding amount and the Cooperator's Board-approved match. The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase. If the District provides funding for the Project in excess of the amount required by this Agreement, after all state or federal appropriations, or grants monies have been applied, the Cooperator will promptly refund such overpaid amounts to the District. This Subparagraph shall survive the expiration or termination of this Agreement.

5.3. Reimbursement for expenditures of contingency funds is contingent upon the District's approval and determination, in its sole discretion, that the expenditures were necessary to achieve the resource benefit of the Project and were not in excess of what was reasonably necessary to complete the Project. The term "contingency funds" shall include funds that are allocated for unanticipated or extra work needed to the complete the Project. Items not considered for reimbursement include those unrelated to the resource benefit or resulting from design errors and defects in the work. The Cooperator may submit up to 5% of the Initial Board-Approved Project Amount for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage of the Initial Board-Approved Project Amount. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Unanticipated Contingency Funds Justification Form attachment to explain the basis of each line item expenditure.

5.4. Costs associated with in-kind services provided by the Cooperator are not reimbursable by the District and may not be included in the Cooperator's share of Project funding.

6. Funding Contingency.

The District's performance and payment pursuant to this Agreement are contingent upon the District's Governing Board appropriating funds in its approved budget for the Project in each fiscal year of this Agreement. Accordingly, the District's funding amount is subject to change due to subsequent Governing Board approvals. However, once funds are appropriated for the Project in a given fiscal year and the Cooperator has expended allowable Project costs, the appropriated amount will not be reduced. If the District does not approve additional funds needed for the Project in a future fiscal year, the District is obligated to reimburse its share of Cooperator expenses incurred in the amount of funds the District appropriated as of the date of the District's non-appropriation. In this event, the District and the Cooperator, by mutual agreement, may reduce the Project scope. The Cooperator's performance and payment pursuant to this Agreement are contingent on the Cooperator's governing body or the Florida Legislature, as applicable, lawfully appropriating legally available funds.

7. Invoice and Payment.

7.1. The District shall reimburse the Cooperator for its share of allowable Project costs in accordance with the Project Budget, subject to its right to withhold funds as provided in this Agreement; however, at no point in time will the District's expenditure amounts under this Agreement exceed the District's funding percentage of the Initial Board-Approved Project Amount identified in the CFI Project Agreement.

7.2. Each invoice must include the following certification:

> "I certify that the costs requested for reimbursement and the Cooperator's matching funds are directly related to the performance under the Agreement between the Southwest Florida Water Management District and the Cooperator (Agreement No. 26CF0004962) are allowable, allocable, properly documented, and are in accordance

with the approved Project Budget. This invoice includes $__ of contingency funds expenditures.

The Cooperator expects the total Project cost to be $150,000. The Cooperator received a total of $__in federal or state appropriations, or grant monies for the Project not passing through the District, at the time of this invoice. Written notice on how that funding has been allocated for the Project is included as a reference in accordance with Subparagraph 5.2 of the Funding Paragraph: The Cooperator shall provide written notice to the District if a) it intends to use state or federal appropriations, or grant monies, to fund Project costs, indicating the amount and funding source, and b) Project costs are expected to increase, indicating the increased amount and the funding source to cover the cost increase."

7.3. With the exception of the payment of contingency funds, the District shall reimburse the Cooperator within 45 days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes and submitted in the manner prescribed by this Agreement. The District shall reimburse the Cooperator for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 5.3. The Cooperator shall submit original invoices to the District every 3 months electronically at invoices@WaterMatters.org. If the Cooperator does not have the capability to submit invoices electronically, the invoices may be mailed to the Accounts Payable Section, Southwest Florida Water Management District, Post Office Box 15436, Brooksville, Florida 34604-5436. Copies of invoices may also be submitted to the District's Contract Manager to expedite the review process.

7.4. Any travel expenses authorized under this Agreement will be reimbursed in accordance with Section 112.061, Florida Statutes, as may be amended from time to time.

7.5. Surcharges added to third party invoices are not considered an allowable cost under this Agreement.

7.6. The Cooperator shall comply with applicable procurement laws when procuring consultants and contractors to accomplish the Project. The District shall only be obligated to reimburse the Cooperator for costs incurred under contracts for Project work that is included in the Project Plan and is necessary to achieve the resource benefits of the Project, to be determined by the District in its sole discretion. Additionally, the District shall only be obligated to reimburse the Cooperator for costs that are reasonable, to be determined by the District in its sole discretion. In order for the District to make the above determinations, the Cooperator shall provide all solicitations to the District prior to posting, and contracts prior to execution, unless the solicitation has been posted or contract has been executed before the parties' execution of this Agreement, in which case, the documents must be provided within 30 days of execution of this Agreement. The District shall provide a response to the Cooperator within 21 days of receipt of the solicitation or contract. Upon written District approval, the budget amounts for the Project work set forth in a contract will refine the Project Budget and be incorporated herein by reference. The District shall not reimburse the Cooperator for costs incurred under consultant and contractor contracts until the requirements of this Subparagraph are satisfied.

8. Dispute Resolution.

If an issue or dispute arises during the course of the Project, including whether expenses are reimbursable under this Agreement, the Cooperator shall continue to perform the Project work in accordance with the Project Plan. The Cooperator shall seek clarification and resolution of any issue or dispute by providing the details and basis of the issue or dispute to the District's Contract Manager no later than 10 days after the issue or dispute arises. If not resolved by the District's Contract Manager, in consultation with his or her Bureau Chief, within 10 days of receipt of notice, the dispute will be forwarded to the District's Assistant Executive Director. The District's Assistant

Executive Director in consultation with the District's Office of General Counsel will issue the District's final determination. The Cooperator's continuation of the Project work as required under this Paragraph will not constitute a waiver of any legal remedy available to the Cooperator concerning the dispute.

9. Force Majeure.

In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots which are beyond the control of the party obligated to perform the work, the party's obligation to meet the timeframes provided in this Agreement shall be suspended for the period of time the condition continues to exist. When the party is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the other party written notice to that effect and shall resume performance no later than 2 days after the notice is delivered. The suspension of the party's obligations provided for in this Paragraph shall be the party's sole remedy for the delays set forth herein.

10. Project Records and Audit.

The Cooperator, upon request, shall permit the District to examine or audit all Project related records and documents during or following Project completion at no cost to the District. These records shall be available at all reasonable times for inspection, review, or audit. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday. The Cooperator shall similarly require its consultants and contractors to maintain and allow access to such records for inspection, review, or audit purposes. Payments made to the Cooperator under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by the District, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. The Cooperator shall maintain all such records and documents for at least 5 years following completion of the Project. If an audit has been initiated and audit findings have not been resolved at the end of the 5 years, the records shall be retained until resolution of the audit findings, which would include an audit follow-up by the inspector general if the findings result from an external auditor, or any litigation. The Cooperator understands and will comply with its duty, pursuant to Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Cooperator shall similarly require its consultants and contractors to comply with their duty, pursuant to Section 20.055(5), Florida Statutes to cooperate with the inspector general in any investigation, audit, inspection, review or hearing. This Paragraph shall survive the expiration or termination of this Agreement.

11. Reports.

11.1. The Cooperator shall provide the District with a quarterly report describing the progress of the Project tasks, adherence to the Project Schedule and any developments affecting the Project. Quarterly means the calendar quarters ending March 31, June 30, September 30 and December 31. The Cooperator shall submit quarterly reports to the District's Contract Manager no later than 30 days following the completion of the applicable quarter.

11.2. Upon request by the District, the Cooperator shall provide the District with copies of data, reports, models, studies, maps and other documents resulting from the Project. This Subparagraph shall survive the expiration or termination of this Agreement.

11.3. If required in the Project Plan, the Cooperator shall submit all water resource data collected under this Agreement to the District for upload to District databases, and to the Florida Department of Environmental Protection's (FDEP) database for water quality data in accordance with Rule 62-40.540, Florida Administrative Code. This Subparagraph shall survive the expiration or termination of this Agreement.

11.4. The Cooperator shall provide the documents referenced in this Paragraph at no cost to the District.

12. Risk, Liability, and Indemnity.

12.1. To the extent permitted by Florida law, the Cooperator assumes all risks relating to the Project and shall be solely liable for, and to indemnify and hold the District harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the Project; provided, however, that the Cooperator shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the District's officers, employees, contractors and agents. The acceptance of the District's funding by the Cooperator does not in any way constitute an agency relationship between the District and the Cooperator.

12.2. The Cooperator shall indemnify and hold the District harmless, to the extent allowed under Section 768.28, Florida Statutes, from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the Cooperator's officers, employees, contractors and agents related to its performance under this Agreement.

12.3. This Paragraph, including all subparagraphs, shall not be construed as a waiver of the Cooperator's sovereign immunity or an extension of the Cooperator's liability beyond the limits established in Section 768.28, Florida Statute. Additionally, this Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the Cooperator for underlying tort claims as described above beyond the limits specified in Section 768.28, Florida Statutes, nor be construed as consent by the Cooperator to be sued by third parties in any manner arising out of this Agreement.

12.4. Nothing in this Agreement shall be interpreted as a waiver of the District's sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, Florida Statutes, nor be construed as consent by the District to be sued by third parties in any manner arising out of this Agreement.

12.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

13. Default.

A party may terminate this Agreement upon another party's failure to comply with any term or condition of this Agreement, provided the terminating party is not in default of this Agreement at the time of termination. The terminating party shall provide the defaulting party with a written notice stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply (Notice of Termination). If the defaulting party has not remedied its default within 30 days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured within 30 days, then the cure time may be extended at the terminating party's discretion if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

14. Release of Information.

The parties will not initiate any oral or written media interviews or issue press releases on or about the Project without providing notices or copies to the other party no later than 3 business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, Florida Statutes.

15. District Recognition.

The Cooperator shall recognize District funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to District approval.

16. Permits and Real Property Rights.

The Cooperator shall obtain all permits, local government approvals and all real property rights necessary to complete and operate the Project prior to commencing any construction of the Project. The District shall not reimburse the Cooperator for allowable costs under this Agreement until the

Cooperator has obtained all permits, approvals, and property rights necessary to complete the Project. This Paragraph shall survive the expiration or termination of this Agreement.

17. Law Compliance.
The Cooperator shall comply with all applicable federal, state and local laws, rules, regulations and guidelines related to performance under this Agreement.

18. Assignment.
No party may assign any of its rights or obligations under this Agreement, including any operation or maintenance obligations, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

19. Miscellaneous.
Nothing in this Agreement shall be construed or implied to create any relationship between the District and any consultant or contractor of the Cooperator. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement. This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. Unless otherwise stated in this Agreement, if a court of competent jurisdiction deems any term or condition of this Agreement to be invalid, illegal, or unenforceable, the remaining terms and conditions are severable and shall remain in full force and effect. This Paragraph shall survive the expiration or termination of this Agreement.

20. Lobbying Prohibition.
Pursuant to Section 216.347, Florida Statutes, the Cooperator is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. Counterparts and Authority to Sign.
The signatures of all parties need not appear on the same counterpart. Unless otherwise indicated in the CFI Project Agreement, in accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement, or any amendment, warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

22. Entire Agreement.
This Agreement, including the attached, referenced, and incorporated exhibit(s) and attachments, constitutes the entire agreement between the parties and, unless otherwise provided herein, may only be amended through a formal amendment, signed by all parties to this Agreement. In the event of a conflict of contract terminology, priority shall be given first to the CFI Project Agreement; the exhibits, in the order presented in the CFI Project Agreement, except that Exhibit B shall take precedence over Exhibit A, and then the attachments in the order presented in the CFI Project Agreement.

Exhibit B
Southwest Florida Water Management District
Special Terms and Conditions
Non-Construction
Study, Conservation, Watershed Management Plan

1. Project Funding.
   The District Governing Board approved the funding of this Project based upon the expectation that the Measurable Benefit as provided in the Project Plan would be achieved. The Cooperator is solely responsible for implementing the Project in such a manner that the Measurable Benefit is achieved. If at any point during the progression of the Project, the District determines that it is likely that the Measurable Benefit will not be achieved, the District shall provide the Cooperator with 15 days advance written notice that the District will withhold payments to the Cooperator until such time as the Cooperator demonstrates that the Project will achieve the Measurable Benefit.
2. Repayment.
   2.1. The Cooperator shall repay the District all funds the District paid to the Cooperator under this Agreement if: a) the Cooperator fails to complete the Project in accordance with the terms and conditions of this Agreement; b) the District determines, in its sole discretion, that the Cooperator has failed to maintain scheduled progress of the Project thereby endangering the timely completion of the Project; c) if the Cooperator is a public entity, the Cooperator fails to appropriate sufficient funds to meet the Project task deadlines; d) the District determines, in its sole discretion, that a permit, approval, or property right legal challenge has caused an unreasonable delay or cancellation of the Project; or e) any contractual requirement or expectation of the resource benefits resulting from the Project, including any requirement applicable to reclaimed water projects, is held to be invalid, illegal or unenforceable during the term of this Agreement, including any O&M Period. Should any of the above conditions exist that require the Cooperator to repay the District, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.
   2.2. Notwithstanding the above, if the Project fails to achieve the Measurable Benefit, the Cooperator may request the District Governing Board waive the repayment obligation, in whole or in part.
   2.3. If the Cooperator is obligated to repay the District under any Paragraph of this Agreement, the Cooperator shall repay the District within a reasonable time, as determined by the District in its sole discretion.
   2.4. The Cooperator shall pay attorneys' fees and costs incurred by the District, including appeals, resulting from the Cooperator's failure to repay the District as required by this Agreement.
   2.5. This Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.
3. Compensatory Treatment Mitigation.
   If the Project progresses into the construction phase, the project shall not be used by the Cooperator or any other entity as compensatory water quality treatment or wetland mitigation, or any other required mitigation due to impacts for any projects. The project shall not be used for water use permitting withdrawal credits. The project can be used for self-mitigation due to impacts specifically associated with the construction of the project. This Paragraph shall survive the expiration or termination of this Agreement.

4. Additional Clauses. *Checked paragraphs apply.*

☐ Feasibility Study Alternatives.

The parties acknowledge that the Project is a feasibility study. If, during the course of the Project, an alternative is determined not to be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations, the Cooperator shall notify the District and cease work on the infeasible alternative. The Cooperator may request reallocating funds to another alternative in accordance with this Agreement. The approval of such request for reallocation of funds shall be in the District's sole discretion.

☒ Ownership of Documents and Other Materials.

All documents and goods or products, including the associated intellectual property rights, developed in connection with this Agreement shall be the property of the District and the Cooperator, jointly. Notwithstanding the above, all Project infrastructure shall be the sole property of the Cooperator. This Paragraph shall survive the expiration or termination of this Agreement.

☒ Project Deliverables.

The Cooperator shall provide the District with each deliverable set forth under the Deliverables for District Comments section in the Project Plan, including any supporting documentation. The District shall provide a written response to the Cooperator within:

- ☐ 15 days of receipt.
- ☒ 30 days of receipt.

The Cooperator shall provide a written response to the District's questions and concerns within:

- ☐ 10 days of receipt.
- ☒ 20 days of receipt.

☐ Florida Single Audit Act.

Funding for this Agreement includes state financial assistance and is therefore subject to the Florida Single Audit Act (FSAA), Section 215.97, Florida Statutes. The Cooperator is a subrecipient of state financial assistance under this Agreement and therefore may be subject to audits and monitoring as described in the Special Audit Requirements exhibit. The Cooperator must also use the attached Florida Single Audit Act Checklist for Non-State Organizations – Recipient/Subrecipient vs. Vendor Determination to evaluate the applicability of the FSAA to non-state organizations to which the Cooperator provides State resources to assist in carrying out activities related to this Agreement. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

☐Federal Single Audit.

Funding for this Agreement includes federal financial assistance and is therefore subject to the Uniform Grant Guidance, 2 C.F.R. Part 200, (UGG) subpart F. The Cooperator is a subrecipient of federal financial assistance under this Agreement and therefore may be subject to audits and monitoring. If the Cooperator has a question related to the grant or subgrant of State funding, contact the individual identified below:

Grants Compliance Accountant
Southwest Florida Water Management District
2379 Broad Street, Brooksville, Florida 34604
Phone: (352) 796-7211
GrantsAccounting@swfwmd.state.fl.us

The Cooperator shall provide the District with its grant contact information within 30 days of execution of this Agreement.

☐ Grant Funding.

District funding for the Project includes grant funds identified in the CFI Project Agreement. The District's reimbursement obligation is contingent upon the District's receipt of the grant funds.

The parties acknowledge that pursuant to the FDEP Grant Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the FDEP if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this Project may become unavailable in the future. The Cooperator agrees to comply with the FDEP Grant Agreement Terms and Conditions exhibit.

☐ Reports. (Replaces Subparagraph 11.1 in Exhibit A)

As required by the FDEP Grant Agreement, the Cooperator shall submit quarterly progress reports utilizing the Progress Report Form attached as an exhibit, describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period, and attesting that site visits have been conducted, contractors and subcontractors have been paid, and that work continues to occur in accordance with this Agreement. Quarterly status reports are due no later than 14 days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31.

☐ Retainage.

The District shall withhold a retainage of 10% of its funding amount from each invoice. Retainage will be released after all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.

EXHIBIT "C"
PROJECT PLAN

PROJECT DESCRIPTION
This is a cooperative funding project with Hernando County to investigate the feasibility of converting septic tanks to centralized sewer in northwest Hernando County. The study will estimate nutrient loading from septic tanks within the Weeki Wachee and Chassahowitzka springsheds and identify projected project costs and phasing options for construction of the sewer collection system. The benefit of this Project is the identification and evaluation of septic conversion in northwest Hernando County to reduce nutrient loading within the Weeki Wachee and Chassahowitzka springsheds. The general location of the Project is shown on the attached map (Figure 1).

MEASURABLE BENEFIT
The completion of the study in accordance with the requirements of this Agreement.

PROJECT TASKS
Key tasks to be performed by the Cooperator:

1. DATA COLLECTION – Data collection shall be completed to determine the feasibility of developing a sewer collection system in reducing nutrient loading within the northwest Hernando County study area. This may include, but is not limited to, the following data collection tasks, including quantifying the number of vacant properties subject to development with septic tanks, quantifying the number of developed properties with existing septic tanks, estimating nutrient loading from septic tanks for both the Weeki Wachee and Chassahowitzka springsheds, and identification of projected project costs and phasing options for construction of a sewer collection system.

2. DATA COMPILATION AND ANALYSIS – Data collected for the Project shall be formatted in the form of a technical memorandum that documents the data collection efforts, evaluates the data collection information, and provides opinions on factors and site conditions related to the potential for septic conversion and construction of a sewer collection system within the study area. The collected data shall be compiled in an organized and structured manner to be presented and reviewed with the District.

3. DRAFT AND FINAL REPORT– The Cooperator shall prepare a draft report that presents the data results and analysis, and provides a determination of the feasibility for conversion of septic tanks, construction of a sewer collection system, and projected reductions in nutrient loading within the subject study area in northwest Hernando County. The report shall identify, evaluate, and recommend management options/alternatives that will accomplish the Measurable Benefit of the Project and shall include resource benefits and cost estimates for each option. This shall be accomplished through review and analysis of any existing utility, land use, water quality, biological, or watershed/springshed related data in conjunction with data collected specifically for the Project. The District may offer comments on the draft final report and those comments will be addressed in the final report.

DELIVERABLES
- Data Collection, Compilation and Analysis
- Draft Report
- Final Report

DELIVERABLES FOR DISTRICT COMMENTS

- Draft Report
- Final Report

PROJECT SCHEDULE

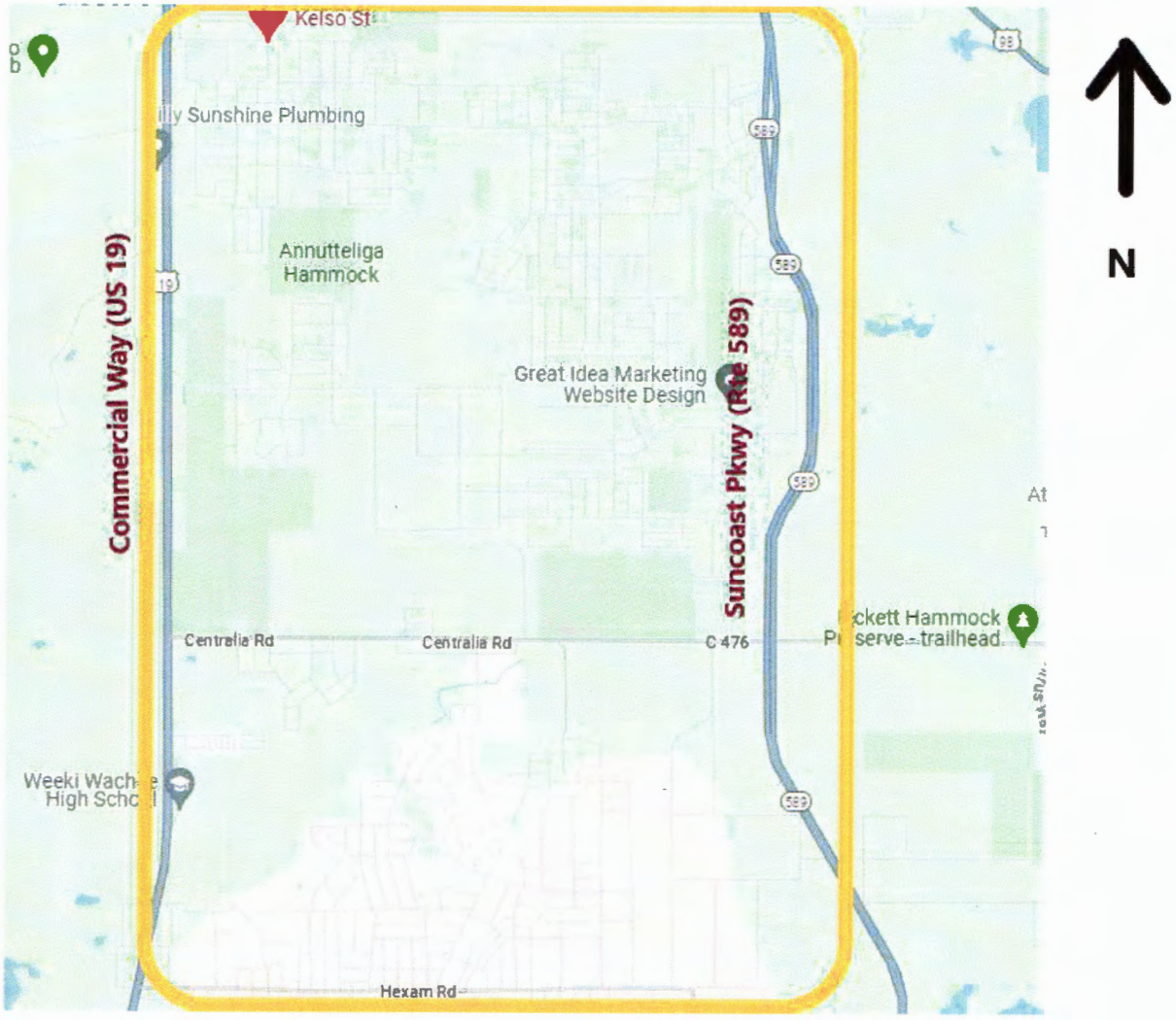
DESCRIPTION	COMMENCE	COMPLETE
Data Collection, Compilation and Analysis	09/01/2026	05/01/2027
Draft Report	05/01/2027	08/01/2027
Final Report	08/01/2027	11/01/2027

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Data Collection, Compilation and Analysis	$57,500	$57,500	$115,000
Draft Report	$12,250	$12,250	$24,500
Final Report	$5,250	$5,250	$10,500
TOTAL	$75,000	$75,000	$150,000

The remainder of this page intentionally left blank.

FIGURE 1


Kelso St
Sunshine Plumbing
Annutteliga Hammock
Commercial Way (US 19)
Suncoast Pkwy (Rte 589)
Great Idea Marketing Website Design
Centralia Rd
Centralia Rd
C 476
Hexam Rd
N

Attachment 6
Southwest Florida Water Management District
Cooperative Funding Agreement Checklist

This checklist is to be used as a tool by the Cooperator and District Contract Manager to monitor and track Cooperative Funding Agreement terms throughout Project implementation.

Cooperator	District	
		For Studies, Design and Non-Construction Conservation Programs:
☐	☐	Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6)
☐	☐	If applicable, design drawings (Exhibit B, Paragraph 4)
		For Construction:
☐	☐	Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Exhibit A, Subparagraph 7.6).
☐	☐	Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1)
☐	☐	Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4)
☐	☐	Copy of construction permits (Exhibit A, Paragraph 16)
☐	☐	If land acquisition included, Property Appraisal and review and comment from District's Real Estate Services on appropriate land value (Exhibit A, Paragraph 16; and Exhibit B, Additional Clauses)
☐	☐	Draft signage (Exhibit B, Additional Clauses)
☐	☐	Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to equally reduce each party's share (Exhibit A, Subparagraphs 5.2 and 7.2)
☐	☐	Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16)
☐	☐	Operational Plan (Exhibit B, Operation and Maintenance Paragraph)
		During Project Work:
☐	☐	Quarterly status reports (Exhibit A, Paragraph 11)
☐	☐	Invoices for reimbursement (Exhibit A, Paragraph 7)
☐	☐	Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3)
☐	☐	Notices for changes to prime contacts (Exhibit A, Paragraph 1)
☐	☐	Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2)
☐	☐	Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement
		Close Out:
☐	☐	All Deliverables listed in Exhibit C, Project Plan, as described in the tasks
		Survival of the Agreement:
☐	☐	The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph)

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Health and Human Services
Prepared By: Velvet Burris
Initiator: Veda Ramirez
DOC ID: 17310
Legal Request Number: 2026-157
2026-157-1
Bid/Contract Number:

TITLE

Local Housing Assistance Plan for Use in State Housing Initiatives Partnership Program for FY 2026-2029 and Associated Resolution

RESULT: ADOPTED

Hernando County, Florida

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029

Florida Housing Finance Corporation

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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 .....

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

G. Interlocal Agreement .....

H. Other Documents Incorporated by Reference .....

I. PROGRAM DETAILS:

A. LG(s)

Name of Local Government	Hernando County
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

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: 2026-2027, 2027-2028, 2028-2029

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, people 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 money 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	N/A	N/A

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 assessments, loan closing, recording fees and document stamps, surveys, termite inspection, lead based 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 districts, 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 childcare 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. 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.

II. HOUSING STRATEGIES:

A. Purchase Assistance With or Without Rehab	Code: 1, 2

a. Summary: The purchase 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: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum Award: $70,000

Down Payment Assistance Only (Without Rehab)	
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	Not Eligible

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate: 0%

3. Years in loan term: 20 years

4. Forgiveness: Forgiven in whole at the end of the term.

5. Repayment: None required as long as the loan is in good standing.

6. Default:

   (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

   (b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become 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:

1. Applicant must be a Hernando County resident or work in Hernando County.

2. Applicants must not have liquid assets of more than $30,000 at time of application.

3. If a waiting list is established or requirements of the program must be met, very low- and low-income, special needs, essential service personnel, and elderly applicants will receive priority

in funding.

4. Sales price must not exceed $350,000.

5. Homebuyers must secure a fixed-rate first mortgage from a lender.

6. No cash can be given to the buyer at closing.

7. Manufactured or mobile homes are not allowed under this strategy.

8. Homes must not be located in a flood hazard zone.

9. A certificate of completion for homeownership counseling is required prior to loan closing.

B. Owner Occupied Rehabilitation	Code: 3

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

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $70,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant or Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate:

   (a) Grant: N/A
   (b) Deferred Loan: 0%

3. Years in loan term:

   (a) Grant: N/A
   (b) Deferred Loan:

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

4. Forgiveness: Loans up to $10,000 will be forgiven at the end of the term, while loans exceeding that amount will be forgiven on a prorated basis as follows:

   20% per year beginning in Year 6 for loans $10,001 - $25,000;
   20% per year beginning in Year 11 for loans $25,001 up to $50,000; and
   20% per year beginning in Year 16 for loans $50,001 - $70,000.

5. Repayment: None required as long as the loan is in good standing.

6. Default:

   (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

   (b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become 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 applications be submitted than the funding can support, a waiting list will be established.

g. Sponsor Selection Criteria: N/A

h. Additional information:

1. Must be a primary residence, homestead property.

2. Must be the primary residence, homestead property for two (2) years at time of application.

3. Must be current on property taxes, county utility accounts, and have no Court, State or Federal tax liens against the property.

4. Applicants cannot have more than $30,000 in liquid assets.

5. Property insurance and existing mortgage must be current. The Department Director may make exceptions on a case-by-case basis.

6. Home must not be up for sale or in the process of foreclosure.

7. Manufactured homes are eligible if constructed after June 1994 and classified as real property. Assistance to manufactured homes is limited to no more than 10% of each program year's SHIP

allocation. Homeowners must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.

8. Relocation assistance may be provided if the homeowner is required to relocate due to the work being completed on the home, limited to $1,500 and included within maximum award. Receipts will be required for this reimbursement.

C. Disaster Assistance	Code: 5, 16

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 rented households that have experienced temporary financial hardship that results in missed rental payments and are in danger of being evicted.

6. A self-certification streamlined verification of income, assets, etc. may be used in determining household eligibility.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum Award: $15,000
Maximum Rental Assistance: $6,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant or Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate:

(a) Grant: N/A
(b) Deferred Loan: 0%

3. Years in loan term:

    (a) Grant: N/A
    (b) Deferred Loan:

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 in whole at the end of term.

5. Repayment: None required as the loan is in good standing.

6. Default:

    (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

    (b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become 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:

1. Must be the primary residence.

2. Must be current on property taxes, county utility accounts, and have no County, State, or Federal tax liens against the home.

3. Home must not be up for sale or in the process of foreclosure.

4. Manufactured homes are eligible if constructed after June 1994 and classified as real property. Assistance to manufactured homes is limited to no more than 10% of each Program Year's SHIP allocation. Homeowners must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.

D. Special Needs Housing	Code: 11

a. Summary: Assist local non-profit agencies 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: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $75,000 per unit

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Loan secured by a recorded Mortgage and Note and Land Use Restriction Agreement (LURA).

2. Interest Rate: 0%

3. Years in loan term: 20 Years

4. Forgiveness: Forgiven in whole at the end of the term.

5. Repayment: None required as long as the loan is in good standing.

6. Default: The loan or LURA will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the property is no longer used as Special Needs Housing; any part of the property or any interest in it is sold, transferred, gifted, or otherwise conveyed by voluntary or involuntary act or by operation of law; the mortgagor is divested or title by judicial sale, levy, or other proceeding; or a foreclosure action is instituted against the property.

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. 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/Sub-recipient must show the capacity and experience in building, financing, and developing affordable housing, and the capability to work with homebuyers and the Program.

2. Sponsor/Sub-recipient must provide proof of current active 501(c)(3) status.

3. Sponsor/Sub-recipient must provide three (3) years of financial records to show financial stability.

4. Sponsor/Sub-recipient must show the ability to obtain financing through lenders or the ability to generate donations and/or grant funding.

5. Affordability of homes being built or rehabilitated.

h. Additional Information:

1. Loans will be secured by a subordinate.

2. Land Use Restriction Agreement (LURA) is required to be executed, recorded, and maintained in full force and effect to secure this loan.

E. Emergency Repairs	Code: 6

a. Summary: The emergency repair 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 damaged roof or windows, electrical hazards, unsanitary or hazardous septic, replacement of a hazardous unsafe or unsanitary well, major plumbing leak causing damage or deterioration of home, replacement of non-functioning HVAC, handicap accessibility.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $25,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant or Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate:

(a) Grant: N/A
(b) Deferred Loan: 0%

3. Years in loan term:

(a) Grant: N/A
(b) Deferred Loan:

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

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

6. Default:

   (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

   (b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become due and payable.

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

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

h. Additional Information:

1. Must be the primary residence, homestead property for two (2) years at time of application.

2. Applicants cannot have more than $30,000 in liquid assets.

3. Must be current on property taxes, county utility accounts, and have no County, State or Federal tax liens against the property.

4. Home must not be up for sale or in the process of foreclosure.

5. Manufactured homes are eligible if constructed after June 1994 and classified as real property. Assistance to manufactured homes is limited to no more than 10% of each program year's SHIP allocation. Homeowners must own the lot/parcel where the manufactured home is installed or where special needs modifications will be made.

6. Applicants must allow the rehabilitation specialist access to the home for inspection to determine emergency repairs.

7. Can be provided to homeowners that cannot obtain homeowners insurance due to the condition of the home.

F. Multi-Family Affordable Housing	Code: 14, 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) 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: 2026-2027, 2027-2028, 2028-2029

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

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: Deferred Loan secured by recorded Mortgage and Note and a Land Use Restriction Agreement (LURA).

2. Interest Rate: 0%

3. Years in loan term: 20 years

4. Forgiveness: Forgiven in whole at the end of the term

5. Repayment: None required as long as the loan is in good standing

6. Default: Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur with respect to the property for affordable housing: the owner sells or transfers the property; the property is foreclosed upon; or the owner voluntarily or involuntarily discontinues use of the property for affordable housing.

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.

Additional Information:

1. Developers will be required to meet compliance reporting requirements on the development necessary to meet the statutory requirements for monitoring SHIP rental units.

2. SHIP-assisted rental housing offered for sale prior to the end of the 20-year affordability period must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible residents, per 420.9075(5)(g), F.S.

G. New Construction and Acquisition/Rehabilitation	Code: 9, 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 costs associated with construction cost, land acquisition, infrastructure, development cost, fees and permits. Funds awarded to the Sponsor/Developer will be passed on to the eligible buyer to reduce the sale price of the home dollar-for-dollar. The sale price will be calculated based on the appraised value minus the amount awarded.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $40,000 per unit

e. Terms (Sponsor/Developer):

1. Repayment loan/deferred loan/grant: Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate: 0%

3. Years in loan term: 2 ½ Years

4. Forgiveness: Satisfied, if within thirty (30) months, the unit is constructed and sold to a qualified recipient.

5. Repayment: None required as long as the loan is in good standing. If within thirty (30) months, the unit is constructed and sold to a qualified recipient, the loan will be satisfied.

6. Default: The loan will be considered in default and not in good standing if any of the following occur: (1) the Sponsor/Developer does not utilize the funding within thirty (30) months, in which case all funding will be returned to the Hernando County SHIP Program as recaptured funds to be reallocated; (2) the Sponsor/Developer sells the property for more than the appraised value less the construction loan; or (3) the unit is constructed within thirty (30) months, whether in whole or in part, but is not sold to a qualified recipient. In either case for (2) or (3), the outstanding balance of the loan shall become due and payable.

f. Terms (Eligible Homebuyer):

1. Repayment loan/deferred loan/grant: Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate: 0%

3. Years in loan term: 20 Years

4. Forgiveness: Forgiven in whole at the end of the term.

5. Repayment: None required as long as the loan is in good standing.

6. Default:

(a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

(b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become due and payable.

g. Recipient Selection Criteria:

1. Purchase price must be below $350,000.

2. Must complete a HUD approved homebuyer class.

3. Household income must be at or below 80% AMI.

4. Homebuyer must be approved by the first-mortgage lender.

h. Sponsor Selection Criteria:

1. Sponsor/Developer must show the capacity and experience in building, financing, and developing affordable housing, and the capability to work with homebuyers and the program.

2. Sponsor/Developer must provide three (3) years of audited financial records to show financial stability.

3. Sponsor/Developer must show the ability to obtain financing through lenders or the ability to generate donations and/or grant funding.

i. Additional Information: All construction shall address the Green Housing Standards listed under

Program Details section of this plan.

H. Mandatory Septic to Sewer Connections	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 as septic to sewer.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $7,500

e. Terms:

1. Repayment loan/deferred loan/grant: Grant or Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate:

   (a) Grant: N/A
   (b) Deferred Loan: 0%

3. Years in loan term:

   (a) Grant: N/A
   (b) Deferred Loan:

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

4. Forgiveness: Forgiven in whole at the end of the term.

5. Repayment: None required as long as the loan is in good standing.

6. Default:

   (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

(b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become due and payable.

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

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

h. Additional Information:

1. Must be a primary residence.

2. Must be current on property taxes, county utility accounts, and have no County, State or Federal tax liens against the property.

3. Home must not be up for sale or in the process of foreclosure.

4. Manufactured homes are eligible if constructed after June 1994 and classified as real property.

5. Applicants cannot have more than $30,000 in liquid assets.

I.	**Demolition/Reconstruction**	Code: 4

a. Summary: The demolition/reconstruction strategy is designed to assist owner-occupied residential properties beyond repair and unsafe for habitation. Home will be demolished, and the structure will be reconstructed on the same site. The property must meet the definition of an unsafe structure and the building department, in cooperation with housing staff, shall determine the economic feasibility of the rehabilitation exceeding 65% of the home's market value as defined by Hernando County Property Appraised Value, and soundness of the structure to determine if a replacement home is financially feasible and necessary.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

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

d. Maximum award: $125,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant or Deferred Loan secured by a recorded Mortgage and Note.

2. Interest Rate:

    (a) Grant: N/A
    (b) Deferred Loan: 0%

3. Years in loan term:

    (a) Grant: N/A
    (b) Deferred Loan: 30 Years

4. Forgiveness: Forgiven in whole at the end of the term.

5. Repayment: None required as long as the loan is in good standing.

6. Default:

    (a) Loans will be considered in default and not in good standing, and the outstanding balance shall become due and payable if any of the following occur: the home is sold, transferred, or foreclosed upon; the home is no longer occupied by the homeowner; the home loses its homestead exemption status; or the home ceases to be the homeowner's primary residence.

    (b) 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 their primary residence. If the legal heir is not SHIP-eligible or chooses not to occupy the home, the outstanding balance of the loan shall become due and payable.

f. Recipient/Tenant Selection Criteria:

1. Residents cannot directly apply for this program. Housing staff will review potential owner-occupied rehabilitation projects to determine if the unit would need to be moved to this strategy and will be limited to two (2) homes per program year based on funding availability.

2. Priority will be given to special needs, veterans and extremely low- and very low- income households.

3. Homeowners may apply for a primary mortgage to cover the remaining cost of reconstruction beyond the maximum SHIP award amount.

g. Sponsor Selection Criteria: N/A

h. Additional information:

1. Must be primary residence, homestead property.

2. Must be the primary residence, homestead property for five (5) years at time of application.

3. Must be current on property taxes, county utility accounts, and have no Court, State or Federal tax liens against property.

4. Home must not be up for sale or in the process of foreclosure.

5. Homeowner must maintain homeowners' insurance.

6. Applicants cannot have more than $30,000 in liquid assets.

7. Severely substandard determination is made by County staff or the County's representative.

8. Homes with an existing primary mortgage will not qualify.

9. Mobile homes are eligible for replacement with a manufactured home as determined by the County.

10. Eligible units will be replaced with a site built, structured, or modular home as determined most cost-feasible by County staff or the County's representative.

11. Relocation assistance may be provided due to the work being completed on the home, limited to $1,500.

12. SHIP funding may be used alone or in conjunction with other funding sources.

13. Homes previously assisted with CDBG or SHIP Owner-Occupied Rehabilitation are not eligible.

III. 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.

Provide a description of the procedures used to implement this strategy: The contractor indicates on the building permit application form the project is for Affordable Housing; the Building Department will confirm with HSS staff that it is indeed an Affordable Housing project; and the Building Department staff will review the application with an expedited timeline.

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.

Provide a description of the procedures used to implement this strategy: County staff monitor changes to local policies, ordinances, regulations and plan provisions that may increase the cost of housing. Staff keep

the Affordable Housing Advisory Committee (AHAC) updated to any changes made that may increase these costs. The AHAC reviews these changes annually and makes recommendations to eleven (11) specific affordable housing strategies annually in report to the Florida Housing Finance Corporation.

C. Other Incentive Strategies Adopted: Voluntary Inclusionary Housing Incentive Program

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.

Hernando County		
Fiscal Year: 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	1,500,000.00
Salaries and Benefits	$	135,656.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	3,000.00
Advertising	$	2,000.00
Other*	$	-
Total	$	145,656.00
Admin %		9.71%
		OK
Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	1,500,000.00
Salaries and Benefits	$	135,656.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	3,000.00
Advertising	$	2,000.00
Other*	$	-
Total	$	145,656.00
Admin %		9.71%
		OK
Fiscal Year 2028-2029		
Estimated SHIP Funds for Fiscal Year:	$	1,500,000.00
Salaries and Benefits	$	135,656.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	3,000.00
Advertising	$	2,000.00
Other*	$	-
Total	$	145,656.00
Admin %		9.71%
		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	Closeout Report
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030
2028-2029	6/30/2030	6/30/2031	9/15/2031

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

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030
2028-2029	3/30/2031	6/15/2031

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to kathy.cutler@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/timeline 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.

Other Key Deadlines:

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

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: Hernando County

Estimated Funds (Anticipated allocation only): $ 1,500,000

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	No	2	$50,000	3	$30,000	2	$10,000	$0.00	$210,000.00	$210,000.00	7
2	Purchase assistance with rehab	Yes	1	$70,000	1	$40,000		$70,000	$110,000.00	$0.00	$110,000.00	2
3	Owner Occupied Rehab	Yes	5	$70,000	2	$70,000		$70,000	$490,000.00	$0.00	$490,000.00	7
5	Disaster Assistance	Yes		$15,000		$15,000		$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	5	$25,000	5	$25,000		$25,000	$250,000.00	$0.00	$250,000.00	10
8	Septic to Sewer	Yes	20	$7,500	20	$7,500		$7,500	$300,000.00	$0.00	$300,000.00	40
9,10	New Construction/AcqRehab	Yes		$40,000		$40,000		$40,000	$0.00	$0.00	$0.00	0
4	Demo/Reconstruction	Yes	1	$125,000				$125,000	$125,000.00	$0.00	$125,000.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		34		31		2		$1,275,000.00	$210,000.00	$1,485,000.00	67
	Purchase Price Limits:		New	$ 544,233	Existing	$ 544,233						
			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								$0.00	$0.00	$0.00	0
12	Special Needs Housing								$0.00	$0.00	$0.00	0
14, 21	Multi Family Affordable Housing	Yes	10	$12,000					$120,000.00	$0.00	$120,000.00	10
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		10		0		0		$120,000.00	$0.00	$120,000.00	10
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,605,000	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)		93.0%	OK
Homeownership % (65% requirement)		99.0%	OK
Rental Restriction (25%)		8.0%	OK
Very-Low Income (30% requirement)		$ 1,040,000	69.3% OK
Low Income (30% requirement)		$ 545,000	36.3% OK
Moderate Income		$ 20,000	1.3%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government: Hernando County

Estimated Funds (Anticipated allocation only): $ 1,500,000

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	No	2	$50,000	3	$30,000	2	$10,000	$0.00	$210,000.00	$210,000.00	7
2	Purchase assistance with rehab	Yes	1	$70,000	1	$40,000		$0	$110,000.00	$0.00	$110,000.00	2
3	Owner Occupied Rehab	Yes	5	$70,000	2	$70,000		$70,000	$490,000.00	$0.00	$490,000.00	7
5	Disaster Assistance	Yes		$15,000		$15,000		$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	5	$25,000	5	$25,000		$25,000	$250,000.00	$0.00	$250,000.00	10
8	Septic to Sewer	Yes	20	$7,500	20	$7,500		$7,500	$300,000.00	$0.00	$300,000.00	40
9,10	New Construction/AcqRehab	Yes		$40,000		$40,000		$0	$0.00	$0.00	$0.00	0
4	Demo/Reconstruction	Yes	1	$125,000				$125,000	$125,000.00	$0.00	$125,000.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		34		31		2		$1,275,000.00	$210,000.00	$1,485,000.00	67
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			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								$0.00	$0.00	$0.00	0
12	Special Needs Housing								$0.00	$0.00	$0.00	0
14, 21	Multi Family Affordable Housing	Yes	10	$12,000					$120,000.00	$0.00	$120,000.00	10
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		10		0		0		$120,000.00	$0.00	$120,000.00	10
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,605,000	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)		93.0%	OK
Homeownership % (65% requirement)		99.0%	OK
Rental Restriction (25%)		8.0%	OK
Very-Low Income (30% requirement)		$ 1,040,000	69.3% OK
Low Income (30% requirement)		$ 545,000	36.3% OK
Moderate Income		$ 20,000	1.3%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government: Hernando County

Estimated Funds (Anticipated allocation only): $ 1,500,000

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	No	2	$50,000	3	$30,000	2	$10,000	$0.00	$210,000.00	$210,000.00	7
2	Purchase assistance with rehab	Yes	1	$70,000	1	$40,000		$0	$110,000.00	$0.00	$110,000.00	2
3	Owner Occupied Rehab	Yes	5	$70,000	2	$70,000		$70,000	$490,000.00	$0.00	$490,000.00	7
5	Disaster Assistance	Yes		$15,000		$15,000		$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repairs	Yes	5	$25,000	5	$25,000		$25,000	$250,000.00	$0.00	$250,000.00	10
8	Septic to Sewer	Yes	20	$7,500	20	$7,500		$7,500	$300,000.00	$0.00	$300,000.00	40
9,10	New Construction/AcqRehab	Yes		$40,000		$40,000		$0	$0.00	$0.00	$0.00	0
4	Demo/Reconstruction	Yes	1	$125,000				$125,000	$125,000.00	$0.00	$125,000.00	1
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		34		31		2		$1,275,000.00	$210,000.00	$1,485,000.00	67
	Purchase Price Limits:		New	$ 544,233	Existing	$ 544,233						
			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								$0.00	$0.00	$0.00	0
12	Special Needs Housing								$0.00	$0.00	$0.00	0
14, 21	Multi Family Affordable Housing	Yes	10	$12,000					$120,000.00	$0.00	$120,000.00	10
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		10		0		0		$120,000.00	$0.00	$120,000.00	10
	Administration Fees		$ -		0%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 1,605,000	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)		93.0%	OK
Homeownership % (65% requirement)		99.0%	OK
Rental Restriction (25%)		8.0%	OK
Very-Low Income (30% requirement)		$ 1,040,000 69.3%	OK
Low Income (30% requirement)		$ 545,000 36.3%	OK
Moderate Income		$ 20,000 1.3%	

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 insure 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

_____
Witness

_____
Date

_____
Chief Elected Official or designee

Jerry Campbell, Chairman
Hernando County, Florida
Board of County Commissioners

OR

_____
Attest: (Seal)

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
County Attorney's Office

RESOLUTION NO. 2026-_____

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 CHAIRMAN 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; and

WHEREAS, the Economic and Community Development Department has prepared a three-

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

WHEREAS, the Hernando County Board of County Commissioners finds that it is in the best interest of the public for the 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 Board of County Commissioners of Hernando County, Florida, 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 2026-2027, 2027-2028, 2028-2029.

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 _____ 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: Natasha López Perez
County Attorney's Office

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 insure 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

Jessica Wright
Witness

4/28/2026
Date

Chief Elected Official or designee

Jerry Campbell, Chairman
Hernando County, Florida
Board of County Commissioners

OR

Attest: (Seal)

Approved as to Form and Legal Sufficiency

By: Natasha López Perez
County Attorney's Office

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

RESOLUTION NO. 2026-078

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 CHAIRMAN 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; and

WHEREAS, the Economic and Community Development Department has prepared a three-

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

WHEREAS, the Hernando County Board of County Commissioners finds that it is in the best interest of the public for the 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 Board of County Commissioners of Hernando County, Florida, 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 2026-2027, 2027-2028, 2028-2029.

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 28th **DAY OF** April **2026.**

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Unenke Dsunga, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: Jerry Campbell
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Natasha López Perez
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Parks
Prepared By: Casey Stepp
Initiator: Chris Linsbeck
DOC ID: 17314
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Nomination Form to Lowe's 2026 Community Impact Grant Program for Coach Lorenzo Hamilton Sr. Park Interior Renovation Project

RESULT: **ADOPTED**

From: no-reply@investisdigital.com on behalf of Lowe's Hometowns
To: Casey Stepp
Subject: Thank you for your Lowe's Community Impact Grant nomination
Date: Thursday, March 19, 2026 4:56:12 PM

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.

Thank you for submitting your nomination. We're happy to confirm it has been received by the Lowe's team.

For more than 100 years, Lowe's has been committed to strengthening and improving the communities where we live and work. While only a limited number of nominations are selected for Lowe's Community Impact Grants, every submission plays an important role in informing and shaping our broader community impact throughout the year.

Due to the volume of nominations received, we're unable to provide individual feedback or ongoing status updates. We will communicate directly with organizations selected to receive grant funding; those who are not selected will not receive additional updates regarding their submission. We also kindly ask that nominators refrain from contacting local store teams for grant-related information, as this program is managed centrally.

Thank you for the time, care, and thought you put into your nomination—and for the positive impact you're making in your community.

— Lowe's Community Relations Team

LOWES Community Impact Project Nomination Form

First Name - **Casey**

Last Name - **Stepp**

Email Address - **cstepp@co.hernando.fl.us**

Phone Number - **352-754-4020 EXT 24161**

Are you atlest 21 years old? - **yes**

I understand that Lowes community impact projects are meant for local nonprofits, schools or cities/municipalities? (drop down) - **yes**

What type of organization are you nominating? - **City/Municipality**

Name of Organization you are nominating?

Hernando County Board of County Commissioners

Nonprofit Contact Details

Contact Name – **Casey Stepp**

Phone Number – **352-754-4020 EXT 24161**

Email Address – **cstepp@co.hernando.fl.us**

EIN Number - **59-1155275**

Address - **15470 Flight Path Drive**

City - **Brooksville**

State - **FL**

Zip Code- **34604**

Tell us about the project you are nominating

Where is the project located? **Coach Lorenzo Hamilton Sr. Park**

899 Kennedy Blvd, Brooksville FL 34601

Please estimate the distance between this project and the nearest Lowe's store? **- 0-10 miles**

Describe the space you are proposing to improve and the work to be completed as a part of the renovation? (250 words)

Coach Lorenzo Hamilton Sr. Park is a 25-acre community park located along State Road 50 within the city limits of Brooksville, Florida. The park serves as an important recreational and gathering space for residents and families throughout the surrounding community. At the heart of the park is the community center, a facility that provides space for youth programs, neighborhood meetings, recreational activities, and community events that bring people together.

The proposed project focuses on the interior renovation and exterior beautification of the park's community center to improve its functionality, safety, and overall appearance. Over time, the building has experienced normal wear and tear due to consistent use by the public. Renovations will include the replacement of aging ceiling tiles, installation of new durable flooring, and interior painting to refresh and modernize the space. These improvements will create a cleaner, brighter, and more welcoming environment for visitors, program participants, and community groups who regularly utilize the facility.

In addition to interior upgrades, the project will include exterior beautification efforts to enhance the visual appeal of the building and surrounding area. Improvements may include landscaping enhancements, site clean-up, and general aesthetic upgrades that will help the community center better reflect the pride and importance of the park within the community.

By investing in these renovations, the project will extend the life of the community center while creating a more functional and attractive space that supports community programs, gatherings, and recreational opportunities for residents for many years to come.

How will this Lowe's Community Impact Grant be used? (drop down)

Grant Will Fund Entire Project

Address - **899 Kennedy Blvd**

City - **Brooksville**

State **- FL**

Zip Code - **34601**

What is the Closest Lowe's Store to this project location? **Store # 1827 7117 Broad Street Brooksville, FL 34601**

Why is this project you're nominating important and how will it make a long-term difference in the community? (250 words)

Coach Lorenzo Hamilton Sr. Park is a neighborhood park located in the South Brooksville area of Hernando County and has served as an important gathering place for the community for generations. The park has had a lasting multi-generational impact traversing segregation and integration, as many of today's community elders once played little league baseball there as children after Coach Hamilton established the Kennedy Park Little League for African American boys baseball and girls softball. For decades, families have returned to the park to watch their children and grandchildren participate in youth sports, strengthening a tradition of recreation, mentorship, and community pride.

In 2023, the park was renamed in honor of Coach Lorenzo Hamilton Sr., a respected teacher, football coach, and later principal at Springstead High School who dedicated his life to mentoring young people throughout Hernando County. Coach Hamilton helped establish the local little league program, expanding opportunities for youth to participate in organized sports and providing guidance that positively influenced generations of students and athletes. He is credited with bridging the gap during integration in Hernando County. Past mentees of Coach Hamilton's include local military veterans who rose to the rank of Colonel, Super Bowl athletes, members of clergy and other successful members of the community.

Renovating and preserving the community center building is important because it ensures the facility can continue serving residents, preserving its historical and community significance by extending its useful life as a vital gathering space to honor Coach Hamiton's legacy.

What is the inspiration behind this project? Why is this project important to you?

The inspiration behind this project comes from the continued commitment to preserving Coach Lorenzo Hamilton's contribution to the community and ensuring the Park remains a welcoming and functional space for residents of Hernando County. Over the past several years, the Parks and Recreation Department has made significant investments to enhance the park and expand recreational opportunities for the surrounding community. Recent improvements include the installation of a new ADA-accessible playground, upgraded scoreboards for youth sports fields, dugout roof replacements, facility painting, new lighting for the basketball courts, and a full reroofing of the community center building.

With many of the exterior upgrades now complete, the next step is to focus on improving the interior of the community center building. While the structure itself has been improved through recent roof repairs, the interior spaces require updates to ensure the facility continues to meet the needs of the public. Renovations such as replacing aging ceiling tiles, installing new flooring, and refreshing the interior with paint will create a cleaner, brighter, and more welcoming environment for visitors.

This project is important because the community center serves as a valuable historic and public resource. The building is regularly used for weddings, family celebrations, meetings, and other community events. Maintaining and improving the interior of the facility ensures it remains a functional and attractive space that residents can rely on for years to come, further strengthening the park's role as a place where community connections are built and celebrated.

What is the current status of this project? (drop down)- **Not started**

Can the project be completed between August 7-December 15 2026? (drop down)- **Yes**

What Grant Amount is requested? (drop down)- **$50,000**

How did you first hear about Lowe's Community Impact Grant Program? - **Press Release**

2026 Community Impact Grant Program Terms and Conditions

1. **OVERVIEW:** Lowe's wants to enhance the communities in which we all live by providing funding for up to 100 charitable projects that improve community resources/spaces. While Lowe's may select some of the projects based on its own charitable initiatives, Lowe's invites customers from across the United States to nominate community impact projects through the Community Impact Grant Program ("**Program**"). From the nominations received through the Program website, lowes.com/bucketlist ("**Website**"), Lowe's selection committee ("**Selection Committee**") will ultimately select eligible community impact projects ("**Community Impact Project(s)**") to fund ("**Grant(s)**") for completion by local nonprofits and/or government entities ("**Grant Recipients**") as further set forth below. Separately, customer nominations may also inform more than 2,000 projects to improve communities across the country.

2. **PROGRAM PERIOD:** The Program nomination phase starts on February 18, 2026 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on March 20, 2026 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.

3. **WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at the time of nomination. Each eligible entrant is a "**Nominator**".

   The following individuals are not eligible to nominate a Community Impact Project:

   (i) Any individual member of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients ("**Program Reviewer(s)**");

   (ii) Any employee, officers, directors, and agents of any for profit company or for-profit entity (excluding Lowe's Companies, Inc. and its affiliates) involved in the implementation and execution of Program ("**Program Implementor(s)**"); and

   (iii) Immediate Family Members of any Program Reviewer and/or Program Implementor ("**Immediate Family Member(s)**" defined as (1) spouse; and (2) parent, child, sibling, and each of their respective spouses and "steps" of each, regardless of where they reside); and

   (iv) Any individual who lives in the same household as a Program Reviewer and/or Program Implementor.

   For avoidance of doubt, associates of Lowe's Companies, Inc. and its affiliates (collectively, "**Lowe's**"), other than those included in 3(i) above, are eligible to nominate community impact projects.

   Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowe's, or at Lowe's election its third-party entities' helping implement and execute the Program ("**Third-Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowe's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowe's or any of its Third-Party Vendors.

   NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT. PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.

4. **ELIGIBLE PROJECTS: Community Impact Projects must meet the following requirements ("Eligible Community Impact Projects"):**

(i) Must be capable of being sponsored by nonprofit entity recognized under Section 501(c)(3) of the Internal Revenue Code ("**Nonprofit**") or a government entity;

(ii) Must benefit the community as a whole as opposed to small group or individual;

(iii) Must involve making physical improvements or enhancements;

(iv) Must fall into at least one of the following categories:

- Community Centers/Services (e.g. youth centers, senior citizen centers, veteran's centers, food pantries, etc.);
- Safe Affordable Housing (e.g. homeless shelters, tiny home villages, etc.);
- First Responder Facilities (e.g. fire stations, police stations, etc.);
- Community Revitalization (e.g. school, community park, community garden, renovations to downtown plaza, historic theaters, etc.);
- Skilled Trades Education initiatives (e.g. mobile training programs, high school vocational, etc.)

(v) Must not benefit or sponsor:

- A single individual (e.g. an individual that needs his/her home improved or repaired, etc.);

(vi) Must not sponsor:

- Community sports teams, activities, or events;

(vii) Must be able to be completed on or before December 15, 2026;

(viii) Must be able to provide volunteer opportunities for Lowe's associates;

(ix) Must be able to be completed with Lowe's grant funding;

(x) Physical location of the nominated Community Impact Project must be located in the United States and be within 30 miles of a Lowe's store; and

(xi) Must not be a Community Impact Project that Nominator or Nominator's Immediate Family Members receive financial benefit from.

5. **HOW TO NOMINATE A PROJECT:** During the Program Nomination Period, a Nominator must visit lowes.com/bucketlist and enter the information requested on the nomination form (collectively, "**Submission**"), which may include without limitation:

(i) Nominator's first and complete last name (no initials), phone number, and email address;
(ii) Name of the nonprofit that will lead the Community Impact Project;
(iii) Contact information for the nonprofit (contact first name, last name, phone number, email address and mailing address);
(iv) Community Impact Project location; and
(v) Description of the Community Impact Project work that needs to be done;
(vi) Why the Community Impact Project is important to the Nominator;
(vii) Current status of the Community Impact Project;
(viii) Whether or not the Community Impact Project can be started or continued and completed between August – December 15, 2026;
(ix) How the Grant funds will be used; and

(x) Estimated cost to complete the Community Impact Project

NOTE: By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in these Terms and Conditions and that Lowe's, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe's (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

6. **SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Submission must comply with the following Terms and Conditions:

(i) Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;

(ii) Must not disparage Lowe's or any other person or party affiliated with the operation and administration of this Program;

(iii) Must not include any personally identifiable information other than as necessary to complete the nomination form;

(iv) Must be the original work of the Nominator and must not contain music, quotes, parodies, or other materials not created by Nominator;

(v) Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous;

(vi) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;

(vii) Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:

(a) gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;

(b) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and

(c) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

(viii) Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;

(ix) Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

(x) Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Impact Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Impact Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Nonprofit or government entity.

Each person who fills out a nomination form for this Program represents and warrants as follows:

(i) the Submission is the Nominator's own original;

(ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;

(iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;

(iv) Nominator has obtained permission from any person whose name is used in the Submission; and

(v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc, its affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any non-compliance with the Terms and Conditions, including breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

7. JUDGING AND SELECTION OF GRANT RECIPIENTS. There are two (2) rounds of judging:

(i) **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges compromised of employees of Lowe's and its Third-Party Vendor ("**Judges**") according to the following judging criteria: (i) Type of Community Impact; (ii) Demonstrated Need; (iii) Feasibility and; (iv) Lasting Benefit (collectively, "**Judging Criteria**"). The Judges will select the top two hundred (200) nominated Eligible

Community Impact Projects ("**Finalists**").

(ii) **Second Round:** Lowe's and/or its designee will obtain additional information about the Finalists, and the Judges will evaluate the Finalists based on the judging criteria, additional information obtained, and the following criteria and select up to one hundred (100) Submissions to be potential Grant Recipients:

(a) Balanced number of Community Impact Projects in urban/rural communities;

(b) Disperse geographic reach across the United States;

(c) Economic impact on the community served;

(d) Willingness of a Nonprofit or government entity to facilitate and oversee the Community Impact Project; and

(e) Ability to Complete Community Impact Project on or before December 15, 2026.

The potential Grant Recipients are each considered a potential Grant Recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the Judges are final, and binding and Nominator hereby waives any and all rights to view the evaluations, scoring, rating methodology, or anything related thereto. Judge's decisions are final and non-appealable. Judges shall avoid approval of any projects from which they may personally benefit. Any Judge who may benefit from a particular nominated project shall recuse himself or herself from voting on that nominated project. Should a majority of Judges potentially benefit from a specifically nominated project, such nominated project shall be disqualified.

(iii) Customer submissions that are not selected for a Community Impact Grant may be provided to stores to inform their community engagement efforts.

8. GRANTS AND CONDITIONS:

(i) **Grants:** Amount of each Grant awarded will be determined by Lowe's in its sole and absolute discretion and may take into consideration the Community Impact Project budget, other Community Impact Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded by Lowe's or its designee to a Nonprofit or government entity who can and is willing to accept responsibility for completion of the Community Impact Project. Grants may be in the form of cash or Lowe's gift cards in Lowe's sole discretion.

(ii) **Grant Conditions: Each Grant Recipient will be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant.** The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe's 's intent to fund up to one hundred (100) Community Impact Projects.. In the event of an insufficient number of eligible Submissions and/or qualified Community Impact Projects, Lowe's may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Impact Projects and the number of projects selected by Lowe's to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe's and/or its Third-Party Vendors may request additional**

information from Nominator, Community Impact Project representatives, Nonprofit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.

Each Grant Recipient may be subject to additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Impact Project and/or potential Grant recipient related thereto based on the results of such background check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Impact Project itself might reflect negatively on Lowe's. Potential Grants and Community Impact Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant Recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Impact Project and fulfillment of Grant conditions, which may require that the recipient provide Lowe's or its designee with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Impact Project and post same in promoting the Community Impact Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Community Impact Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Community Impact Project other than the Grant funds provided by Lowe's pursuant to this Program.

Additionally, each Grant Recipient must maintain the following insurance coverage: (i) a general liability insurance policy no less than USD $500,000 per occurrence and USD $500,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD $1,000,000 per occurrence and USD $1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD $300,000; (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to five thousand dollars ($5,000) of the Grant to satisfy the insurance requirements. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance. Notwithstanding the above, in the event that Grant Recipient maintains a general liability policy in the amount of $2,000,000 in aggregate and hired and non-owned auto liability coverage of USD $1,000,000, Grant Recipient is not required to comply with subsection (ii) regarding umbrella or excess liability coverage.

9. **LIMITATION OF LIABILITY; CONDITIONS; FORCE MAJEURE:** By participating in this Program, Nominators and Grant recipients on behalf of themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility,

availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Community Impact Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "**Force Majeure**" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including at its discretion, the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Community Impact Project and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

10. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY**

FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY STATEMENT:** Lowe's privacy statement is available at https://www.lowes.com/l/privacy- and-security-statement.html.

12. **PUBLICITY RIGHTS:** By participating in this Program, each Nominator agrees to allow Lowe's and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Program or related to the Community Impact Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

13. **RELEASE:** By participating in the Program, each Nominator and Grant Recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Impact Project-related activity, whether hosted by Lowe's or a third party.

14. **MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe's sole discretion. Lowe's reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third- party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE'S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE**

FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Parks
Prepared By: Casey Stepp
Initiator: Casey Stepp
DOC ID: 17409
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Nomination Form to Lowe's 2026 Community Impact Grant Program for Stewy's Skate Park Project Located at Pioneer Park

RESULT: **ADOPTED**

From: no-reply@investisdigital.com on behalf of Lowe's Hometowns
To: Casey Stepp
Subject: Thank you for your Lowe's Community Impact Grant nomination
Date: Thursday, March 19, 2026 4:57:35 PM

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.

Thank you for submitting your nomination. We're happy to confirm it has been received by the Lowe's team.

For more than 100 years, Lowe's has been committed to strengthening and improving the communities where we live and work. While only a limited number of nominations are selected for Lowe's Community Impact Grants, every submission plays an important role in informing and shaping our broader community impact throughout the year.

Due to the volume of nominations received, we're unable to provide individual feedback or ongoing status updates. We will communicate directly with organizations selected to receive grant funding; those who are not selected will not receive additional updates regarding their submission. We also kindly ask that nominators refrain from contacting local store teams for grant-related information, as this program is managed centrally.

Thank you for the time, care, and thought you put into your nomination—and for the positive impact you're making in your community.

— Lowe's Community Relations Team

LOWES Community Impact Project Nomination Form

First Name- **Casey**

Last Name- **Stepp**

Email Address - **cstepp@co.hernando.fl.us**

Phone Number- **352-754-4020 EXT 24161**

Are you atlest 21 years old? - **yes**

I understand that Lowes community impact projects are meant for local nonprofits, schools or cities/municipalities? (drop down)- **yes**

What type of organization are you nominating? - **City/Municipality**

Name of Organization you are nominating?

Hernando County Board of County Commissioners

Nonprofit Contact Details

Contact Name – **Casey Stepp**

Phone Number – **352-754-4020 EXT 24161**

Email Address – **cstepp@co.hernando.fl.us**

EIN Number - **59-1155275**

Address - **15470 Flight Path Drive**

City - **Brooksville**

State - **FL**

Zip Code - **34604**

Tell us about the project you are nominating

Where is the project located? **6799 Pinehurst Dr, Spring Hill FL 34606**

Please estimate the distance between this project and the nearest Lowe's store? **- 0-10 miles**

Describe the space you are proposing to improve and the work to be completed as a part of the renovation? (250 words)

Pioneer Park (Stewy's Skate Park) is a 7-acre park located in Spring Hill, Florida offering many standard amenities to the community but is also home to the County's only public skate park serving as a popular destination for youth, families and visitors seeking outdoor recreation. Stewy's Skate Park was first dedicated in 2003, following the 2001 death of Stewart Abramowicz, a skateboard enthusiast who was struck by a car while skateboarding on the street. This park has had many community beautification projects over the years with participation from Stewy's family and the community youth. The area includes a concrete skating surface with ramps and features designed for skateboards and scooters, as well as surrounding open space that supports spectators, families, and community gatherings. Since opening in 2003, the facility has experienced consistent use and has become a valued recreational hub for residents throughout the county. The proposed project is for the replacement of the skate ramps, pavilions/shade structures, and beautification with Florida friendly landscaping to include site clean-up, mulching, and the organization of community volunteer events to assist with planting and beautification activities. While the skating surface continues to function well, the surrounding environment would benefit from beautification and improvements that enhance the overall experience for visitors and appeal to all ages. The County plans on future improvements to include the addition of new amenities to the skate park including BMX Track, Tot bike track, Walking Trail, pavilions.

How will this Lowe's Community Impact Grant be used? (drop down)

Grant will provide funding but additional funding will still be needed to complete project

Address - **6799 Pinehurst Dr**

City - **Spring Hill**

State **- FL**

Zip Code - **34606**

What is the Closest Lowe's Store to this project location? **Store # 1605 4780 Commercial Way Spring Hill FL**

Why is this project you're nominating important and how will it make a long-term difference in the community? (250 words)

Pioneer Park is home to the only public skate park in Hernando County, making it an important recreational resource for youth and families across the community. This project is important because it will enhance a facility that has served residents for more than two decades while ensuring it remains a welcoming, safe, and attractive space for future generations. Since opening in 2003, the skate park has become a place where young people can stay active, develop skills, and build friendships in a positive outdoor environment. The replacement of the skate ramps will continue to allow for a safe place for recreational skateboarding in Hernando County.

The proposed project will also focus on beautifying the park through the installation of Florida-friendly landscaping, improved green spaces, and volunteer-driven enhancements. Through engaging community members in the beautification process, the project will also foster a sense of ownership and pride in the park while strengthening connections among residents.

The long-term difference created by this project will extend beyond aesthetics. Enhancing the park environment will encourage greater use of the facility, promote outdoor recreation, and provide a safe space for youth to gather and remain physically active. Investing in the appearance and sustainability of the park also helps ensure that the skate park continues to be a valued community asset. Ultimately, this project will preserve an important recreational destination while strengthening community pride and improving quality of life for residents throughout Hernando County.

What is the inspiration behind this project? Why is this project important to you? (250 words)

The inspiration behind this project comes from the lasting impact Stewys' Skate Park at Pioneer Park has had on generations of residents in Hernando County. Since opening in 2003, more than a recreational amenity, it has become a gathering place where young people develop skills, build confidence, and form lasting friendships in a safe and supportive environment. Many individuals who first learned to skateboard there as teenagers now return as adults with their own children, sharing the same passion for skateboarding and outdoor recreation that shaped their youth. This project will allow the County to preserve this community resource and to continue to provide a lasting legacy for Stewy and his family.

As the only public skate park in the county, the facility remains an important outlet for youth recreation, physical activity, and positive social interaction. After more than two

decades of regular use, however, the surrounding park environment would benefit from improvements that help maintain its welcoming and attractive character. By enhancing the area with Florida-friendly landscaping and organizing community volunteer beautification events, the project will reinforce the park's role as a welcoming gathering space.

This effort is important because it reflects a commitment to investing in spaces that unite residents and positively influence young lives. The skate park represents community pride, active lifestyles, and the importance of public spaces that support youth development. Improving and beautifying the park will help ensure future generations continue to experience the same sense of recreation, connection, and community pride.

What is the current status of this project? (drop down)- **Not started**

Can the project be completed between August 7-December 15, 2026? (drop down) - **Yes**

What Grant Amount is requested? (drop down) - **$200,000**

How did you first hear about Lowe's Community Impact Grant Program? - **Press Release**

2026 Community Impact Grant Program Terms and Conditions

1. **OVERVIEW:** Lowe's wants to enhance the communities in which we all live by providing funding for up to 100 charitable projects that improve community resources/spaces. While Lowe's may select some of the projects based on its own charitable initiatives, Lowe's invites customers from across the United States to nominate community impact projects through the Community Impact Grant Program ("**Program**"). From the nominations received through the Program website, lowes.com/bucketlist ("**Website**"), Lowe's selection committee ("**Selection Committee**") will ultimately select eligible community impact projects ("**Community Impact Project(s)**") to fund ("**Grant(s)**") for completion by local nonprofits and/or government entities ("**Grant Recipients**") as further set forth below. Separately, customer nominations may also inform more than 2,000 projects to improve communities across the country.

2. **PROGRAM PERIOD:** The Program nomination phase starts on February 18, 2026 at 12:00 AM (midnight) Eastern Time ("**ET**") and ends on March 20, 2026 at 11:59:59 PM ET ("**Program Nomination Period**"). The official time keeping device for this Program is the Website.

3. **WHO CAN NOMINATE:** This Program is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least twenty-one (21) years of age or older at the time of nomination. Each eligible entrant is a "**Nominator**".

   The following individuals are not eligible to nominate a Community Impact Project:

   (i) Any individual member of the Selection Committee reviewing nominations and helping narrow down or select Grant Recipients ("**Program Reviewer(s)**");

   (ii) Any employee, officers, directors, and agents of any for profit company or for-profit entity (excluding Lowe's Companies, Inc. and its affiliates) involved in the implementation and execution of Program ("**Program Implementor(s)**"); and

   (iii) Immediate Family Members of any Program Reviewer and/or Program Implementor ("**Immediate Family Member(s)**" defined as (1) spouse; and (2) parent, child, sibling, and each of their respective spouses and "steps" of each, regardless of where they reside); and

   (iv) Any individual who lives in the same household as a Program Reviewer and/or Program Implementor.

   For avoidance of doubt, associates of Lowe's Companies, Inc. and its affiliates (collectively, "**Lowe's**"), other than those included in 3(i) above, are eligible to nominate community impact projects.

   Nominator's participation constitutes his/her full and unconditional agreement to these Terms and Conditions. Lowe's, or at Lowe's election its third-party entities' helping implement and execute the Program ("**Third-Party Vendors**") decisions and interpretations, are final and binding in all matters related to the Program. Awarding any Grant is contingent upon fulfilling all requirements set forth herein and any other condition provided by Lowe's and Selection Committee's sole and absolute discretion. Nominators and/or potential Grant Recipients may be required to provide proof of identification and eligibility as requested by Lowe's or any of its Third-Party Vendors.

   NO PURCHASE OR PAYMENT NECESSARY TO APPLY OR RECEIVE A GRANT. PURCHASE HISTORY WILL NOT IMPACT GRANT DECISIONS.

4. **ELIGIBLE PROJECTS: Community Impact Projects must meet the following requirements ("Eligible Community Impact Projects"):**

(i) Must be capable of being sponsored by nonprofit entity recognized under Section 501(c)(3) of the Internal Revenue Code ("**Nonprofit**") or a government entity;

(ii) Must benefit the community as a whole as opposed to small group or individual;

(iii) Must involve making physical improvements or enhancements;

(iv) Must fall into at least one of the following categories:

- Community Centers/Services (e.g. youth centers, senior citizen centers, veteran's centers, food pantries, etc.);
- Safe Affordable Housing (e.g. homeless shelters, tiny home villages, etc.);
- First Responder Facilities (e.g. fire stations, police stations, etc.);
- Community Revitalization (e.g. school, community park, community garden, renovations to downtown plaza, historic theaters, etc.);
- Skilled Trades Education initiatives (e.g. mobile training programs, high school vocational, etc.)

(v) Must not benefit or sponsor:

- A single individual (e.g. an individual that needs his/her home improved or repaired, etc.);

(vi) Must not sponsor:

- Community sports teams, activities, or events;

(vii) Must be able to be completed on or before December 15, 2026;

(viii) Must be able to provide volunteer opportunities for Lowe's associates;

(ix) Must be able to be completed with Lowe's grant funding;

(x) Physical location of the nominated Community Impact Project must be located in the United States and be within 30 miles of a Lowe's store; and

(xi) Must not be a Community Impact Project that Nominator or Nominator's Immediate Family Members receive financial benefit from.

5. **HOW TO NOMINATE A PROJECT:** During the Program Nomination Period, a Nominator must visit lowes.com/bucketlist and enter the information requested on the nomination form (collectively, "**Submission**"), which may include without limitation:

(i) Nominator's first and complete last name (no initials), phone number, and email address;
(ii) Name of the nonprofit that will lead the Community Impact Project;
(iii) Contact information for the nonprofit (contact first name, last name, phone number, email address and mailing address);
(iv) Community Impact Project location; and
(v) Description of the Community Impact Project work that needs to be done;
(vi) Why the Community Impact Project is important to the Nominator;
(vii) Current status of the Community Impact Project;
(viii) Whether or not the Community Impact Project can be started or continued and completed between August – December 15, 2026;
(ix) How the Grant funds will be used; and

(x) Estimated cost to complete the Community Impact Project

NOTE: By submitting a Submission, each Nominator agrees that his/her Submission conforms to the Submission Requirements set forth in Section 5 below and all other terms and conditions in these Terms and Conditions and that Lowe's, or its Third Party Vendors, may, in their sole and absolute discretion, disqualify him/her from the Program if Lowe's (in its sole discretion) decides that his/her Submission fails to conform to the Submission Requirements or any other provision of these Terms and Conditions.

6. **SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Submission must comply with the following Terms and Conditions:

(i) Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;

(ii) Must not disparage Lowe's or any other person or party affiliated with the operation and administration of this Program;

(iii) Must not include any personally identifiable information other than as necessary to complete the nomination form;

(iv) Must be the original work of the Nominator and must not contain music, quotes, parodies, or other materials not created by Nominator;

(v) Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous;

(vi) Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;

(vii) Must not contain, facilitate, reference, or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:

(a) gambling, including without limitation, any content related to online casinos, sports books, bingo, or poker;

(b) the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products; and

(c) the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;

(viii) Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;

(ix) Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and

(x) Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the photograph or video was created.

NOTE: If any Submission fails to comply with any of these Submission Requirements or any other provisions of these Terms and Conditions, Lowe's and/or its Third-Party Vendors reserve the right, but are not obligated, to disqualify the Submission.

Further, no Community Impact Project will be eligible to receive funding from a Grant unless Lowe's determines, in its sole and absolute discretion, that such Community Impact Project is capable of and is sponsored by or otherwise adopted for implementation and execution by a Nonprofit or government entity.

Each person who fills out a nomination form for this Program represents and warrants as follows:

(i) the Submission is the Nominator's own original;

(ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Nominator, and as of the date of submission, is not the subject of any actual or threatened litigation or claim;

(iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party;

(iv) Nominator has obtained permission from any person whose name is used in the Submission; and

(v) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous.

Nominator hereby agrees to indemnify and hold Lowe's Companies, Inc, its affiliates and subsidiaries, any individual, company, organization or an entity involved in the execution and/or implementation of the Program, as well as any of the foregoing entities' employees, officers, directors, representatives, and agents (collectively, "**Program Entities**") harmless from and against any and all claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any non-compliance with the Terms and Conditions, including breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Submission, Nominator hereby grants permission for the Submission to be publicly posted, at Lowe's sole discretion. By submitting a Submission, Nominator grants Lowe's an unlimited, worldwide, royalty-free, irrevocable, perpetual, transferable license and right to publish, use, publicly perform and display the Submission in whole or in part, in any way, in any and all media, without limitation, and without consideration to the Nominator, for promotional or marketing purposes. The Program Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions – all of which will be void. Lowe's reserves the right to disqualify any Nominator and/or Submission in its sole and absolute discretion.

7. JUDGING AND SELECTION OF GRANT RECIPIENTS. There are two (2) rounds of judging:

(i) **First Round.** Throughout the Program Nomination Period, the eligible Submissions will be judged by a panel of qualified judges compromised of employees of Lowe's and its Third-Party Vendor ("**Judges**") according to the following judging criteria: (i) Type of Community Impact; (ii) Demonstrated Need; (iii) Feasibility and; (iv) Lasting Benefit (collectively, "**Judging Criteria**"). The Judges will select the top two hundred (200) nominated Eligible

Community Impact Projects ("**Finalists**").

(ii) **Second Round:** Lowe's and/or its designee will obtain additional information about the Finalists, and the Judges will evaluate the Finalists based on the judging criteria, additional information obtained, and the following criteria and select up to one hundred (100) Submissions to be potential Grant Recipients:

(a) Balanced number of Community Impact Projects in urban/rural communities;

(b) Disperse geographic reach across the United States;

(c) Economic impact on the community served;

(d) Willingness of a Nonprofit or government entity to facilitate and oversee the Community Impact Project; and

(e) Ability to Complete Community Impact Project on or before December 15, 2026.

The potential Grant Recipients are each considered a potential Grant Recipient pending verification of eligibility and compliance with these Terms and Conditions, and agreement to grant conditions as further described below. Decisions of the Judges are final, and binding and Nominator hereby waives any and all rights to view the evaluations, scoring, rating methodology, or anything related thereto. Judge's decisions are final and non-appealable. Judges shall avoid approval of any projects from which they may personally benefit. Any Judge who may benefit from a particular nominated project shall recuse himself or herself from voting on that nominated project. Should a majority of Judges potentially benefit from a specifically nominated project, such nominated project shall be disqualified.

(iii) Customer submissions that are not selected for a Community Impact Grant may be provided to stores to inform their community engagement efforts.

8. GRANTS AND CONDITIONS:

(i) **Grants:** Amount of each Grant awarded will be determined by Lowe's in its sole and absolute discretion and may take into consideration the Community Impact Project budget, other Community Impact Projects that have received grants, available funds and/or other Judging Criteria. Each Grant will be awarded by Lowe's or its designee to a Nonprofit or government entity who can and is willing to accept responsibility for completion of the Community Impact Project. Grants may be in the form of cash or Lowe's gift cards in Lowe's sole discretion.

(ii) **Grant Conditions: Each Grant Recipient will be required to sign a separate agreement with Lowe's and/or its designee which governs the terms and conditions of the Grant.** The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant for any reason. It is Lowe's 's intent to fund up to one hundred (100) Community Impact Projects.. In the event of an insufficient number of eligible Submissions and/or qualified Community Impact Projects, Lowe's may in its sole discretion, select projects from outside the Program. The actual number and amount of Grants funded by the Program will depend upon the number of eligible Submissions, qualified Community Impact Projects and the number of projects selected by Lowe's to fund outside the Program.

Potential Grant Recipients are subject to verification of eligibility and compliance with these Terms and Conditions. **Lowe's and/or its Third-Party Vendors may request additional**

information from Nominator, Community Impact Project representatives, Nonprofit and/or government entity or require that Grant recipients enter into a separate agreement with Lowe's or its designee which contains separate terms and conditions.

Each Grant Recipient may be subject to additional due diligence before the Grant is awarded. Lowe's reserves the right to disqualify the Submission, including Community Impact Project and/or potential Grant recipient related thereto based on the results of such background check and/or due diligence if Lowe's determines in its sole discretion that the awarding of the Grant or the Community Impact Project itself might reflect negatively on Lowe's. Potential Grants and Community Impact Projects are subject to verification of eligibility and compliance with these Terms and Conditions. Failure to provide all required information within the stated time period may result in no longer being considered for a Grant or otherwise a forfeiture of the Grant.

Each Grant Recipient will be required to sign a separate agreement with Lowe's or its designee, including a Liability/Publicity Release and/or a performance contract confirming the recipient's eligibility and that it will use Grant funds toward completion of the Community Impact Project and fulfillment of Grant conditions, which may require that the recipient provide Lowe's or its designee with status reports and social media posts regarding progress and permit Lowe's or its designee to photograph or videotape progress on the Community Impact Project and post same in promoting the Community Impact Project, the Program and/or Lowe's business. Upon verification of eligibility, the contact for the Grant recipient will be contacted regarding Grant issuance. The Program Entities shall not be held responsible for any delays in awarding or fulfilling a Grant or completing a Community Impact Project for any reason. Grants are not transferable. Grant recipients are responsible for all aspects of the Community Impact Project other than the Grant funds provided by Lowe's pursuant to this Program.

Additionally, each Grant Recipient must maintain the following insurance coverage: (i) a general liability insurance policy no less than USD $500,000 per occurrence and USD $500,000 in aggregate; (ii) umbrella or excess liability coverage not less than USD $1,000,000 per occurrence and USD $1,000,000 in aggregate; (iii) hired and non-owned auto liability coverage not less than USD $300,000; (iv) and workers compensation coverage as required by applicable law. Grant Recipient shall name Points of Light and Lowe's as an additional insured under general liability, automobile and umbrella policies, and coverage shall be provided on a primary and non-contributory basis. Grant Recipient shall be permitted to use up to five thousand dollars ($5,000) of the Grant to satisfy the insurance requirements. Additionally, Grant Recipients are strongly encouraged to maintain directors and officers liability insurance. Notwithstanding the above, in the event that Grant Recipient maintains a general liability policy in the amount of $2,000,000 in aggregate and hired and non-owned auto liability coverage of USD $1,000,000, Grant Recipient is not required to comply with subsection (ii) regarding umbrella or excess liability coverage.

9. **LIMITATION OF LIABILITY; CONDITIONS; FORCE MAJEURE:** By participating in this Program, Nominators and Grant recipients on behalf of themselves and/or any organization that they represent, agree that the Program Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility,

availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property (including any injury related to implementation of the Community Impact Project or use of the Grant), to Nominator's or to any person's computer related to or resulting from participating in the Program and/or accepting or using the Grant; and (viii) Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions. Further, the Released Parties are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Nominator's privacy or spam filter settings that may divert any winner notification or other Program related e-mail to a spam or junk folder.

By entering the Program, each Nominator and Grant recipient agrees: (i) to be bound by these Terms and Conditions, including Submission requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Program, including, but not limited to, any Program-related activity or element thereof, and the Nominator's Submission, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Grant (or any component thereof); (d) any change in the Grant (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (g) the negligence or willful misconduct by Nominator.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Lowe's, including but not limited to fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "**Force Majeure**" event or occurrence), or in the event of insufficient submissions or insufficient qualified projects, Lowe's reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify, suspend or extend the Program and/or proceed with the Program, including at its discretion, the selection of Grant recipients in a manner it deems fair and reasonable, including the selection of Grant recipients from among eligible Submissions received prior to such cancellation, termination, modification or suspension without any further obligation provided such Submissions include an Eligible Community Impact Project and such Grant recipient follows all other terms and conditions of the Program and/or separate agreement between Lowe's and/or designee.

10. **DISPUTES: THIS PROGRAM IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NORTH CAROLINA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE MECKLENBURG COUNTY, NORTH CAROLINA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY**

FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NORTH CAROLINA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN CHARLOTTE, NORTH CAROLINA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. NOMINATORS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY NOMINATOR AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROGRAM PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. **PRIVACY STATEMENT:** Lowe's privacy statement is available at https://www.lowes.com/l/privacy- and-security-statement.html.

12. **PUBLICITY RIGHTS:** By participating in this Program, each Nominator agrees to allow Lowe's and its designees the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Program or related to the Community Impact Project for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

13. **RELEASE:** By participating in the Program, each Nominator and Grant Recipient release and agree to indemnify and hold harmless Program Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Program, creation of an Submission, acceptance or usage of the Grant, or arising out of participation in any Program, use of the Grant or Community Impact Project-related activity, whether hosted by Lowe's or a third party.

14. **MISCELLANEOUS:** This Program is subject to all applicable federal, state, and local laws. Awarding a Grant is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Program other than as described herein is void and may result in disqualification or revocation of the Grant in Lowe's sole discretion. Lowe's reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Program, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Program or use of any Grant. Any use of robotic, automatic, macro, programmed, third- party or like methods to participate in the Program will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE LOWE'S RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE**

FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions or any Program documents will not affect the validity or enforceability of any other provision. Lowe's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted will not be returned. In the event of any conflict with any Program details contained in these Terms and Conditions and the Program details contained in any Program promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Program as set forth in these Terms and Conditions shall prevail. In the event of any conflict between the Terms and Conditions and the Website terms and conditions, the terms and conditions of the Terms and Conditions will prevail.

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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Health and Human Services
Prepared By: Casey Stepp
Initiator: Casey Stepp
DOC ID: 17313
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Authorizing Chairman's Signature to Application and Other Funding-Related Documents to Florida Department of Children and Families Under Criminal Justice, Substance Abuse, Mental Health Reinvestment Grant Program

RESULT: ADOPTED

STATE OF FLORIDA

DEPARTMENT OF CHILDREN AND FAMILIES

REQUEST FOR APPLICATION

DCF RFA 2526 024

CRIMINAL JUSTICE, MENTAL HEALTH, AND SUBSTANCE ABUSE REINVESTMENT GRANT PROGRAM

SECTION A. INTRODUCTION

1. INTRODUCTION

1.1 Pursuant to §394.656, Florida Statutes (F.S.), The Florida Department of Children and Families (Department), is responsible for the development and implementation of the Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant Program.

2. PURPOSE

2.1 The purpose of this Request for Applications (RFA) is [to provide funding under the Reinvestment Grant Program to counties which they may use to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal and juvenile justice systems, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance use disorder, or co-occurring mental health and substance use disorders, and who are in, or at risk of entering, the criminal or juvenile justice systems].

2.2 Target Population

2.2.1 Adults ages 18 or older who have a mental illness, substance use disorder, or co-occurring disorders and who are in, or at risk of entering the criminal justice system.

2.2.2 Youth ages 17 or younger who have a mental illness, substance use disorder, or co-occurring disorders and who are in, or at risk of entering the criminal justice system.

2.3 Grant Objectives

2.3.1 Strategic Planning – Develop and submit a comprehensive Strategic Plan that addresses diversion, treatment, and reinvestment priorities in accordance with state requirements.

2.3.2 Diversion Programs – Design and implement programs that divert individuals with mental health and/or substance use disorders from arrest, prosecution, or incarceration into community-based treatment and recovery supports.

2.3.3 Collaboration – Establish or strengthen cross-system partnerships among criminal justice agencies, behavioral health providers, community organizations, and other stakeholders.

2.3.4 Treatment Access – Expand timely access to evidence-based mental health and substance use treatment services for justice-involved individuals.

2.3.5 Crisis Response – Improve law enforcement and first responder capacity to identify and appropriately respond to individuals experiencing mental health or substance use crises.

2.3.6 Reentry Support – Provide coordinated treatment, housing, peer support, and recovery services to individuals transitioning from jail or prison back into the community.

2.3.7 Capacity Building – Strengthen the capacity of local providers and organizations to deliver sustainable services (e.g., through workforce development, training, and infrastructure support).

2.3.8 Data & Evaluation – Establish systems to collect, analyze, and report outcome data to measure effectiveness, demonstrate cost savings, and support reinvestment strategies.

2.3.9 Public Education – Increase public awareness and reduce stigma related to mental illness, substance use, and involvement with the justice system.

2.3.10 Sustainability – Create a framework for sustaining successful diversion and treatment initiatives beyond the grant period through reinvestment of savings or leveraging other funding

sources.

3. ELIGIBILITY

3.1 Applicants of this RFA must meet the following mandatory qualifications:

3.1.1 Pursuant to §394.657, F.S., the Board of County Commissioners must designate a county Public Safety Coordinating Council established under §951.26, F.S., or the Board must designate another criminal or juvenile justice mental health and substance abuse council or committee as the planning council or committee for the Reinvestment Grant Program. The designated County Planning Council or Committee, in coordination with the county offices of planning and budget, must make a formal recommendation to the Board of County Commissioners regarding how the Reinvestment Grant Program may best be implemented within a community.

3.1.2 Pursuant to §394.656, F.S., in conjunction with Executive Order 18-81, the following entities are eligible to apply for a 1-year Planning Grant or a 3-year Implementation or Expansion Grant.

3.1.2.1 A Florida county government.

3.1.2.2 A Consortium of Florida county governments with a clearly designated lead county.

3.1.2.3 A Not-for-Profit Community Provider designated by the County Planning Council or Committee.

3.1.2.4 A Managing Entity (ME) designated by the County Planning Council or Committee.

3.1.2.5 A Sheriff or Local Law Enforcement Agency designated by the County Planning Council or Committee.

3.1.3 With the application, any entity designated by the County Planning Council or Committee must submit a letter certified by the County Planning Council or Committee designating the entity to apply for the RFA on behalf of the county.

3.1.4 A County Planning Council or Committee may designate only one entity per county to apply for a grant in response to this RFA.

3.1.5 Counties forming a consortium may use a regional Public Safety Coordinating Council or another county-designated regional criminal or juvenile justice mental health and substance abuse planning council or committee for the geographic area represented by the member counties.

3.1.6 If a council or committee other than the Public Safety Coordinating Council is used for this purpose, its membership must include all persons identified in §394.657(2)(a), F.S. See **Appendix K**, Planning Council or Committee Form.

4. CONTACT PERSON

4.1 All communication regarding this RFA must be submitted in writing and directed exclusively to the following point of contact:

Joshua Burns, Procurement Officer

Joshua.Burns@myflfamilies.com and CC: hqw.procurement.team.activities@myflfamilies.com

5. LIMITATIONS ON CONTACTING THE DEPARTMENT

Applicants shall limit contact regarding this RFA to the contact person listed in this section. With reference to this RFA, no representations, other than those distributed by the contact person, in writing, are binding and Applicants are cautioned that oral responses do not bind the Department.

6. TIMELINE

Any changes to these activities, dates, times, or locations, will be accomplished by addenda. All times refer to Eastern Standard Time.

EVENT	DATE	TIME	LOCATION
RFA Advertised and Released	01/23/2026	N/A	Applicant Information Portal (VIP) Electronic Posting site: https://Applicant.myfloridamarketplace.com
Submission of Applicant Questions	02/09/2026	11:00 AM	**See Section 7**
Anticipated Posting of Department Responses to Inquiries	02/24/2026	N/A	**See Section 10**
Applications Due	03/19/2026	11:00 AM	**See Section 4**
Anticipated Posting of Grant Award(s)	05/26/2026	N/A	Applicant Information Portal (VIP) Electronic Posting site: https://Applicant.myfloridamarketplace.com

7. WRITTEN QUESTIONS

7.1 All questions must be received by the Procurement Officer, no later than the date and time specified in **Section A.6**.

7.2 Applicants are strongly encouraged to review the RFA in its entirely prior to asking questions.

7.3 The Department will not accept questions by telephone, postal mail, hand delivery or fax.

7.4 All questions should be submitted at once, rather than in multiple communications.

7.5 The Department reserves the right to respond to questions received after the written question submission deadline. It is the sole discretion of the Department to consider questions received after the written questions submission deadline.

8. AVAILABLE FUNDS AND MATCHING

8.1 A matching contribution is required pursuant to §394.658(2), F.S. under the Reinvestment Grant Program and grant funding will not be awarded unless the Applicant can demonstrate available resources in an amount equal to the total amount of the Grant except fiscally constrained counties (See **Appendix F** for the list of fiscally constrained counties) that are awarded Reinvestment Grants to establish programs pursuant to this section may not be required to provide local matching funds. See **Appendix E** for detailed matching fund requirements.

8.2 Types of Grants: This RFA offers funding for two types of grants: Planning Grants, and Implementation and Expansion Grants. Applicants may seek only one type of grant in response to this RFA.

8.2.1 Planning Grants

Grant Maximum: $100,000 per county. Project Period: 12 months

A consortium of Counties may request $15,000 for each additional county. For example, if three counties form a consortium, the grant maximum would be $130,000. If four counties form a consortium, the grant maximum would be $145,000.

Grant funding must be spent within 12 months from the execution of a Grant Agreement by the Department. Planning grants will not be renewed at the end of the 12-month grant period.

8.2.2 Implementation and Expansion Grants

Grant Maximum: $1,200,000 per county. Project Period: 36 months

The maximum allowable grant award per county is $400,000.00 per year for a total of $1,200,000 for the 36-month period. Counties forming a consortium may request $100,000 for each additional county, per fiscal year. For example, if three counties form a consortium, the grant maximum would be $600,000 per fiscal year. If four counties form a consortium, the grant maximum would be $700,000 per fiscal year.

Grant funding must be spent within 36 months from the execution of a Grant Agreement by the Department. Implementation and Expansion Grants will not be renewed at the end of the 36-month grant period.

8.3 Applicants shall propose a preferred project start date during state fiscal years 2025-2026 or 2026-2027, based on the Applicant's readiness to implement the proposed project. The start date for services will be the date of Contract execution or the effective date of the contract, whichever is later.

8.4 Applicants must build their application budgets based on the amount of state grant funds requested, subject to the grant maximums in this section, plus the statutory required matching funds. Applicants may seek funding that is less than the maximum limits set for each type of grant.

8.5 Reinvestment Grant Program funding is contingent upon the availability of funds pursuant to appropriation by the Florida legislature.

8.6 There shall be no duplication or supplanting of funding for Applicants who are awarded funding for any other programs or services. Services included in the Application may not be simultaneously funded by another SAMH contract, ME subcontract or DCF-funded grant award. All services and proposed costs included in a CJMHSA Reinvestment Grant application must meet the criteria specified in this RFA and must be clearly directly associated with the proposed project.

9. ALLOWABLE COST

9.1 All costs must benefit the program or program component in order to be reimbursable. All costs must be considered by the Department to be allowable, reasonable, and necessary for the provision of covered services and in accordance with the Florida Department of Financial Services, Reference Guide for State Expenditures. In addition, all costs must be allocable to the Contract(s) resulting from this RFA. **Appendix O** is provided for informational purposes to summarize key federal grant compliance requirements that may apply to awards made under this RFA.

10. OFFICIAL NOTICES

10.1 All notices, decisions, intended decisions, addenda (including Notices of Intent to Award), and other matters relating to this RFA will be posted on My Florida Market Place (MFMP) Applicant Information Portal (VIP) located at: https://vendor.myfloridamarketplace.com/

10.2 It is the responsibility of Applicants to check VIP for addenda, notices of decisions and other information or clarifications to this RFA.

11. TERM

11.1 The anticipated start date of the resulting Contract will be determined once awarded, based on the Applicants preferred project start date during state fiscal years 2025-2026 or 2026-2027, and the Applicant's readiness to implement the proposed project . The anticipated duration of the Contract is based on the type of the application. Planning Grants are for one (1) year and Expansion Grants are for three (3) years]. Renewal, if any, shall comply with §287.057(14), F.S.

12. ORDER OF PRECEDENCE

In the event of conflict within any two (2) or more documents within the Contract documents listed in 13., the earlier listed document shall control (e.g., 14.2 will control over 14.3).

13. THE DEPARTMENT RESERVES THE RIGHT TO:

13.1 Modify the Application and budget with the Applicant.

13.2 Items that may be modified include, but are not limited to goals, costs, and performance and reporting requirements.

13.3 Allow or disallow budget items.

13.4 Implement any change or required mandate by state or federal regulation(s).

14. COMPOSITION OF THE CONTRACT

Contracts awarded as a result of this RFA will be composed of:

14.1 Departments Standard Contract

The Department's **Standard Contract Part 1 (Appendix S)** contains general contract terms and conditions required by the Department. In addition, the Department's **Standard Contract Part 2 (Appendix T)** contains additional contract terms and conditions governing the performance of work, the clients to be served, required deliverables, performance standards, and compensation.

14.2 Form PUR 1000

Form PUR 1000 is incorporated by reference into the Department's Standard Contract. In the event of any conflict between Form PUR 1000 and this, the terms of this RFA shall take precedence over Form PUR 1000, unless the conflicting term is required by Florida law, in which case the term contained in Form PUR 1000 shall take precedence. Form PUR 1000 is available at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

14.3 Other Attachments or Exhibits

All other attachments and exhibits to the contract referenced in this RFA shall also be part of the resulting contracts, if any; and

14.4 Application

The Application and any additional submittals, if incorporated into or attached to the Contract.

SECTION B. REQUEST FOR APPLICATION SPECIFICATIONS

1. HOW TO APPLY

1.1 Format for Submitting an Application

1.1.1 Applications not meeting the specifications herein may be deemed nonresponsive, and therefore not eligible for evaluation or Contract award. Applications must be typed and presented with the same topic headings and in the same order as set forth in **Section B.4** below.

1.1.2 Applications must be formatted single-spaced, for 8-1/2" x 11" paper, presented in a single electronic file. Applications should be typed and single-spaced. All pages should be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the prescribed format. They will be accepted in current form and not reformatted. Figures, charts, and tables should be numbered and referenced by number in the text.

1.1.3 Pages must be numbered in a logical, consistent fashion. Figures, charts, and tables should be numbered and referenced by number in the text.

1.1.4 Electronic file(s) of the Application must be submitted and clearly marked with the title of the Application, the RFA number, the Applicant's organization name, and identification of enclosed documents. Applications containing Trade Secrets or confidential information shall be clearly marked in accordance with **Section B.2**.

1.1.5 Documents such as financial audits, reports, and resumes, will not count against the page number limit if one is stated.

1.2 Deadline

Applications must be submitted in accordance with **Section A.6**. Applications not received at the specified place or by the specified date and time may be rejected.

1.3 Electronic File and Process to Submit an Application

1.3.1 Applicants shall submit one complete electronic version of the Application containing the signature of an official authorized to bind the organization to the Application. The complete Application must be readable using Adobe portable document format ("pdf"). Electronic files must be emailed to email addresses stated in **Section A.4**, using software which is free of malware. Any infection resulting to the Department's systems shall be addressed to the Department's satisfaction at the Applicant's expense. The Department's maximum capacity for email attachments is 100MB. In the event an Application exceeds the Department's maximum capacity, the Applicant must separate into multiple numbered email submissions.

1.4 Notice of Intent to Submit an Application (Optional)

The Notice of Intent to Submit an Application (**Appendix L)** is provided for informational and planning purposes only to assist the Department in estimating the number of anticipated Applications and planning. Submission of the Notice of Intent is not required to submit an Application in response to this RFA. Failure to submit a Notice of Intent will not affect an Applicant's eligibility, the evaluation of an Application, or award decisions. Submission of a Notice of Intent does not obligate an organization to submit an Application.

2. Trade Secrets and Respondent Claims

2.1 How to Claim Trade Secret Protection

2.2 Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of "public record." As such, the entirety of the Response is public record and is subject to disclosure unless exempt from disclosure by law. The Department defines "confidential information" as information that is trade secret as defined in §688.002, F.S., or otherwise confidential or exempt from disclosure under Florida or federal law.

2.3 If the Vendor considers any portion of the Response to be confidential information, the Vendor shall then submit two copies of the Response. In both copies, any portion of the Response considered confidential information shall be clearly labeled within the text of the Response as "CONFIDENTIAL". For each portion of the Response that is labeled "CONFIDENTIAL", the Vendor shall provide a written statement of the basis for exemption applicable to each provision identified by the Vendor as "confidential", including citation to a protection created by statute, and state with particularly the reasons the provision is confidential.

2.4 The original copy shall be unredacted and labeled on the cover of the Response as "Confidential Copy". The redacted copy shall redact all the confidential information and be labeled on the cover of the Response as "Redacted Copy".

3. Department not Obligated to Defend Vendor Claims

By submitting a Response, the Vendor agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Vendor's determination that the redacted portions of its Response are confidential information. If a Vendor fails to submit a Redacted Copy in accordance with this Solicitation, the Department is authorized to produce the entire material submitted to the Department in response to a demand for discovery or disclosure of these records or a public records request.

4. APPLICATION COMPONENTS

This section prescribes the format in which Applications must be submitted. Additional information deemed appropriate by the Applicant may be included but should be placed within the relevant section.

In its response to the RFA, the Applicant demonstrate a clear understanding and knowledge of the scope of this RFA.

4.1 Tab 1:Cover Page & Table of Contents

4.1.1 Applicants must use the Cover Page form provided in **Appendix C.**

4.1.2 The Application shall include a Table of Contents.

4.2 Tab 2: Required Documents

4.2.1 Signature Authority. Include a signed certificate **(Appendix M),** completing either Section A (or providing a corporate resolution or other duly executed certification issued in Applicant's normal course of business) or Section B, demonstrating the person signing the Application, and its statements and certifications, is authorized to make such representations and to bind the Applicant.

4.2.2 Applicant Certifications. Include the Applicant Certifications Form **(Appendix N)** signed by the person named in the Certificate of Signature Authority as the Authorized Representative of the Applicant to mark the appropriate boxes next to each of the Certifications a. through f.

> **4.2.2.1** If a county has designated another entity to apply on their behalf, the application must include a letter certified by the county planning council or committee designating

the not-for-profit community provider or managing entity to apply for the RFA on their behalf.

4.2.2.2 If a county has designated another entity to apply on their behalf, the application must include a letter certified by the county planning council or committee designating the not-for-profit community provider or managing entity to apply for the RFA on their behalf.

4.2.2.3 If a consortium of counties has designated another entity to apply on their behalf, the application must include a letter certified from each county planning council or committee designating the not-for-profit community provider or managing entity to apply for the RFA on their behalf.

4.2.3 Statement of Mandatory Assurances

The application must include a completed Statement of Mandatory Assurances, **Appendix D**, initialed by a duly authorized official.

4.2.4 Match Commitment and Summary Forms

The application must include a signed Commitment of Match Donation Form, **Appendix H**, from each match donor, to identify cash match and documentation of valuation to in-kind contributions.

4.3 Tab 3: Statement of the Problem (Limited to 10 pages)

4.3.1 Both Planning and Implementation or Expansion Grants

4.3.1.1 The application must include a detailed description of the problem the project will address. The application should document the extent of the problem using local or state data and include trend analysis. Describe the project's geographic environment, Target Population, socioeconomic factors, and priority as a community concern. If the Applicant is a consortium of counties, describe the geographic region to be covered.

4.3.1.2 The application must provide an analysis of the current population of the jail or juvenile detention center in the county, which includes:

4.3.1.2.1 The screening and assessment process that the county uses to identify an adult or juvenile who has a mental illness, substance use disorder, or co-occurring mental health and substance use disorders.

4.3.1.2.2 The percentage of each category of persons admitted to the jail or juvenile detention center that represents people who have a mental illness, substance use disorder, or co-occurring disorders.

4.3.1.2.3 An analysis of observed contributing factors that affect population trends in the county jail or juvenile detention center.

4.3.1.2.4 Data and descriptive narrative delineating the specific factors that put the Target Population at-risk of entering or re-entering the criminal or juvenile justice systems.

4.3.2 Implementation and Expansion Applicants Only

The application must include a concise analysis of the Target Population, including the following.

4.3.2.1 A projected number of the broader category of persons served in any capacity.

4.3.2.2 A projected number of any subset of persons served during their involvement in the Applicant's program.

This analysis must demonstrate how the identified needs are consistent with the priorities of the Strategic Plan.

4.4 Tab 4: Project Design and Implementation

4.4.1 Both Planning Grants and Implementation or Expansion Grants:

The application must include a description of the planning council or committee, including the following:

4.4.1.1 A description of the composition of the planning council or committee, including the role of each member as stakeholder, consumer, etc. demonstrating compliance with § 394.657(2)(a), F.S. If the Council does not currently meet the statutory requirements, provide a detailed explanation of how and when the Council intends to rectify the deficiency.

4.4.1.2 An outline of the Planning council's activities, including the frequency of meetings for the previous 12 months and future scheduling of meetings.

4.4.2 Planning Grants Only (Limited to 20 pages)

The application must include description and timeline for the proposed planning activities and expected milestones, including the following:

4.4.2.1 The manner in which a needs assessment will be conducted.

4.4.2.2 The proposed methodology to identify, coordinate, and share funding and related resources, and recommended organizational or structural changes.

4.4.2.3 The proposed strategy for Project Design and Implementation.

4.4.2.4 The proposed strategy for coordination, communication and data sharing.

4.4.3 Implementation and Expansion Grants Only – Strategic Plan, Project Design, and Service Strategies (Limited to 35 pages)

4.4.3.1 Strategic Plan: The application must include a copy of the existing Strategic Plan (Plan), which must include at minimum, all the elements specified in **Appendix A** and a description of the Strategic Plan, including progress toward implementing the plan or Sequential Intercept Mapping (SIM), when the Plan or SIM was last reviewed or updated for the Target Population, and any challenges or barriers toward implementation. The Strategic Plan and associated Project Design narrative in **Tab 4** will be the primary basis for evaluation under Criteria 2B (96 points). Applicants must ensure all required Strategic Plan elements are clearly labeled and cross-referenced.

4.4.3.2 The application must include a Project Design and Implementation, including the following.

4.4.3.2.1 Project goals, strategies, milestones, and key activities toward meeting the objectives specified in **Standard Contract Part 2 Section C.1**. Applicants must include at least one objective in addition to those specified in **Standard Contract Part 2 Section C.1**. and may propose tasks in addition to those specified in the RFA.

4.4.3.2.2 Organization and key stakeholder responsible for each task or key activity necessary to accomplish the objectives.

4.4.3.2.3 How the planning council or committee will participate and remain involved in implementation or expansion on an ongoing basis.

4.4.3.2.4 How the agencies and organizations involved will communicate throughout the lifetime of the project, detailing the frequency of planned meetings, and the decision-making process to ensure successful implementation.

4.4.3.2.5 The plan to screen potential participants and conduct tailored, validated needs-based assessments. Include the criteria to be used, specific screening tool(s) and validity specific to the Target Population. If specific tools have been selected, include a copy of the tool as in **Tab 7**. as supporting documentation. If specific tool(s) have not yet been selected, describe the process by which tool(s) will be selected, including a timeline with estimated completion dates, responsible party(ies) and date for final approval and implementation.

4.4.3.2.6 How the proposed design will facilitate care coordination to increase access to behavioral health treatment and support services and ancillary social services (i.e., housing, primary care; benefits, etc.). Existing or draft agreements with behavioral health service providers should be included in **Tab 7** as supporting documentation.

4.4.3.2.7 How law enforcement will assess their current process at intercept points, capacity, and how they intend to implement or expand diversion initiatives (e.g., processes, training, etc.).

4.4.3.2.8 How the proposed design will incorporate recovery support specialists and peer support.

4.4.3.2.9 If the Applicant is a consortium of counties, describe the collaboration and the relationship between the partner counties.

4.4.3.3 Draft agreements with behavioral health service providers should be included in **Tab 7** as supporting documentation.

4.4.3.4 Service Strategies: This section will be evaluated under Criteria 2C, and should clearly describe the interventions, services, and supervision methods proposed to divert the Target Population from arrest, prosecution, or incarceration to treatment and support services. A description of the strategies the county intends to use to serve one or more clearly defined subsets of the population of the jail and juvenile detention center who have a mental illness or to serve those at risk of arrest and incarceration. The proposed strategies may include identifying the population designated to receive the new interventions, a description of the services and supervision methods to be applied to that population, and the goals and measurable objectives of the new interventions. The interventions a county may use with the target population may include, but are not limited to:

4.4.3.4.1 Specialized responses by emergency medical response teams, crisis intervention teams, mobile crisis response services, and law enforcement agencies.

4.4.3.4.2 Centralized receiving facilities or systems for individuals evidencing behavioral difficulties.

4.4.3.4.3 Post-booking alternatives to incarceration.

4.4.3.4.4 New court programs, including pretrial services and specialized dockets.

4.4.3.4.5 Specialized Diversion Programs.

4.4.3.4.6 Intensified transition services that are directed to the designated populations while they are in jail or juvenile detention to facilitate their transition to the community.

4.4.3.4.7 Specialized probation processes.

4.4.3.4.8 Day-reporting centers.

4.4.3.4.9 Linkages to community-based, evidence-based treatment programs for the served Target Population.

4.4.3.4.10 Community services and programs designed to prevent high-risk populations from becoming involved in the criminal or juvenile justice system.

4.4.4 Performance Measures

Applications must include a description of the manner in which grant activities will be monitored to determine achievement of performance measures specified in **Section E.1.3**., including the following.

4.4.4.1 A description of the process for collecting performance measurement data, and any other state or local outcome data to measure project effectiveness.

4.4.4.2 Proposed targets and methodologies to address the measures specified in **Standard Contract Part 2 Exhibit E** for Planning Grants, the Universal Measures, and the Supplemental Measures for Implementation and Expansion Grants.
4.4.4.3 At least one additional proposed performance measure unique to the tasks outlined in the application, including proposed targets and methodologies.

4.5 Tab 5: Approach and Capability

The Applicant must provide a complete and detailed description of the project/program being proposed. Applicants should ensure consistency between the Service Strategies described in **Section 4.4.3.4** and the organizational capacity and staffing described in this section.

Include details of the below:

4.5.1 Target Population Applications for funding can focus on the Target Populations stated in **Standard Contract Part 2, Section B.4**.

4.5.2 Capability and Experience

For both Planning and Implementation and Expansion Grants, the application must include a description of the Applicant's capability and experience in providing similar services to meet the objectives detailed in this RFA, including the following.

4.5.2.1 A description of previous participation in and/or awarded CJMHSA Grants including:

4.5.2.1.1 Type of Grant and award amount.

4.5.2.1.2 Target Population and number of individuals served.

4.5.2.1.3 Program outcomes.

4.5.2.1.4 Sustainability efforts.

4.5.2.2 Availability of resources for the proposed project.

4.5.2.3 Anticipated role of advocates, peer specialists, family members, and responsible partners.

4.5.2.4 Proposed staff, including Project Director, key personnel, and subcontractors who will participate in the project, showing the role of each and their level of effort and

qualifications. Briefly discuss the responsibilities of each participating organization and how the Applicant proposes to fill staff positions and select subcontractors.

4.5.3 Proposed Activities

4.5.3.1 Applicants must propose services designed for either or both Target Populations. If proposing to serve both Target Populations, Applicants must demonstrate the capacity to serve the identified populations simultaneously.

4.5.3.2 Applicants must propose to implement a service model with a focus on diverting members of the Target Population from arrest, prosecution, or incarceration to treatment and support services. An Applicant must justify proposed adaptations or modifications to a model if such are necessary to meet the unique needs of the Target Population or otherwise increase the likelihood of achieving positive outcomes. See **Appendix B** for additional guidance for incorporating EBPs.

4.5.3.3 Applicants are encouraged to use the Sequential Intercept Model, published by the GAINS Center at http://www.samhsa.gov/gains-center as a framework for identifying effective intervention strategies and points of interception at which interventions can be implemented.

4.5.3.4 Applicants must coordinate Planning Grant and Implementation and Expansion Grant services and activities with the Managing Entity responsible for the coordinated system of care in the Applicant's location.

4.5.3.5 Applicants must demonstrate collaborative efforts between criminal justice and behavioral healthcare systems as well as the involvement of all relevant stakeholders. Applicants are encouraged to adopt interventions designed to shift the identification, care and treatment of the Target Population from the criminal or juvenile justice system to the behavioral healthcare system.

4.5.4 Planning Grants

Planning Grants must be used to develop and submit a Strategic Plan to initiate systemic change for the identification, intervention, and treatment of the Target Population.

4.5.4.1 Planning Grants must be used to develop effective collaboration efforts among stakeholders in affected criminal and juvenile justice systems; mental health and substance abuse service providers; and transportation, housing assistance, and intervention programs serving the Target Population.

4.5.4.2 The Strategic Plan must identify opportunities to intercept the Target Population from the juvenile or criminal justice system at the earliest point possible while promoting public safety.

4.5.4.3 The Strategic Plan must identify specific strategies to divert individuals from judicial commitment to community-based service programs.

4.5.5 Implementation and Expansion Grants

Implementation and Expansion Grants must be used to implement or expand an established Strategic Plan that includes public-private partnerships and the application of EBPs.

4.5.5.1 Pursuant §397.658, F.S., Implementation and Expansion Grants can support, but are not limited to, the following initiatives.

4.5.5.1.1 Mental health courts.

4.5.5.1.2 Diversion Programs.

4.5.5.1.3 Alternative prosecution and sentencing programs.

4.5.5.1.4 Crisis Intervention Teams.

4.5.5.1.5 Treatment accountability services.

4.5.5.1.6 Specialized training for criminal justice, juvenile justice and treatment services professionals.

4.5.5.1.7 Specialized training for 911 public safety telecommunicators as defined in § 401.465 and emergency medical technicians as defined in § 112.1911 to assist in determining which response team is most appropriate under the circumstances. A response team may include, but is not limited to, a law enforcement agency, an emergency medical response team, a crisis intervention team, or a mobile crisis response service as defined in § 394.455. Each affected agency must consider what resources are available in the community

4.5.5.1.8 Service delivery for collateral services such as housing, transitional housing, and supported employment.

4.5.5.1.9 Reentry services to create or expand mental health and substance abuse services and supports for affected persons.

4.5.5.1.10 Coordinated specialty care programs.

4.5.5.1.11 Veterans treatment court programs.

4.5.5.2 When applicable to the project design, Applicants must demonstrate capacity to provide and coordinate services remotely (i.e., telehealth), in accordance with local, state and federal health guidelines.

4.5.5.3 Applicants must demonstrate sufficient information technology capacity for data collection on each individual served through the Reinvestment Grant Program, including intake information and performance outcomes for individuals.

4.5.5.4 The Applicant shall electronically submit all data to the Department quarterly (every three months), as further directed by the terms of their Grant Agreement. The Applicant may delegate this responsibility to a primary behavioral health service provider responsible for treatment services under a sub-award. FASAMS 155-2 is available at: https://www.myflfamilies.com/services/samh/FASAMS/fasams-155-2-version-14-current

4.5.5.5 Applicants must demonstrate capacity to follow-up with individuals after discharge from the Program, sufficient to collect the data necessary to report the applicable performance measures specified in **Standard Contract Exhibit E**.

4.5.6 Partnerships

The Application must include relevant organizations that are currently working with the proposed populations and how the Applicant will work with those groups to reach the target population(s).

4.5.7 Evaluation and Sustainability

4.5.7.1 Evaluation

For both Planning and Implementation and Expansion Grants, the application must include a description of how the project's effectiveness will be demonstrated, including assessments of planning or implementation outcomes. Discuss how variables like stakeholder support and service coordination will be defined and measured. Describe

the process for collecting performance measurement data, and any other state or local outcome data to measure project effectiveness in promoting public safety, reduction of recidivism and access to services and supports for the Target Population(s). If using an external evaluator, identify the individual or entity conducting the evaluation. This section will be the primary basis for evaluation under Criteria 5A (Evaluation). Applicants should integrate performance measures described in **Section 4.4.4** rather than restating them.

4.5.7.2 Additional Evaluation Requirements - Implementation and Expansion Grants Only

The application must include an estimation of the effect of the proposed initiative on the Target Population and the budget of the jail and juvenile detention center, including the following.

4.5.7.2.1 An estimate of how the proposed initiative will reduce the expenditures associated with the incarceration of the Target Population.

4.5.7.2.2 The proposed methodology to measure the defined outcomes and the corresponding savings or averted costs.

4.5.7.2.3 An estimate of how the cost savings or averted costs will sustain or expand the mental health, substance abuse, co-occurring disorder treatment services and supports needed in the community.

4.5.7.2.4 How the proposed initiative will reduce the number of individuals judicially committed to a state mental health treatment facility.

4.5.7.3 Sustainability

For both Planning and Implementation and Expansion Grants, the application must address sustainability of the project. Describe the proposed strategies to preserve and enhance the community mental health and substance abuse systems. Describe how sustainability methods will be used and evaluated, including how collaborative partnerships and funding will be leveraged to build long-term support and resources to sustain the project when the state grant ends.

4.6 Tab 6: Letters of Commitment

The application must include a summary list of all organizations that will be involved in the implementation of the proposed project and a letter of commitment from each organization reflecting the specific role of the individual or organization, signed by the Chief Executive Officer or equivalent for each organization.

4.7 Tab 7: Supporting Documentation

The application may include attachments, exhibits or any other supporting documentation referenced in the reply, labeled and tabbed accordingly.

4.8 Tab 8: Line-Item Budget and Budget Narrative

The application must include a detailed budget and budget narrative for each year of the grant. All proposed expenses must be tied to the proposed activities. The budget must show line-item costs broken down by the proposed funding (grant and match), plus the total amounts.

4.8.1 Budget

4.8.1.1 The Application must include a detailed budget and budget narrative for each year of the grant. All proposed expenses must be tied to the proposed activities. The budget must show line-item costs broken down by the proposed funding (grant and if applicable, match), plus the total amounts.

4.8.1.2 See **Appendix G**, Budget Instructions for full instructions on completing this section.

4.8.1.3 All proposed costs must be in accordance with the Department of Financial Services Reference Guide for State Expenditures, available at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2

4.8.1.4 The budget shall include:

4.8.1.4.1 Budget Detail

4.8.1.4.2 Budget Narrative/Justification

4.8.1.4.3 Line-item Budget

4.8.2 Additional Financial Information

4.8.2.1 Financial Management

The Applicant shall describe its current financial management and accounting systems, and capability to manage a cost reimbursement contract of the size proposed. Applicant should display ability to comply with the fiscal record keeping and reporting requirements of the Guidance, including but not limited to 2 CFR 200, Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), 7 CFR 277, and §215.97, F.S.

Applicants display the administrative capacity and financial stability to administer the funds if awarded as evidenced by their most recent financial statement/audit.

4.8.2.2 Proposed Service Efficiencies and Re-investment

The Applicant shall provide information on how it plans to develop efficiencies in the services being provided. From this plan, the Applicant shall show how the cost reduction or value-added services that are realized from these efficiencies will be re-invested into the required services.

4.8.2.3 Ongoing Approach to Reduce Administrative Costs and Expand Services

The Applicant shall provide its ongoing approach to reduce administrative cost, without affecting the quality of the services.

5. AWARD

5.1 Application Scoring

5.2 Evaluators shall assign scores to each of the Applications received by the Department based on the considerations detailed for each criterion:

5.3 The assignment of an individual score is based upon the following description of the point scores, unless otherwise noted for a specific criterion:

THE APPLICATION DEMONSTRATES OR DESCRIBES…	CATEGORY	ASSIGN POINTS
…extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, clear and comprehensive understanding of the requirements and planning for the unforeseen.	Superior	4

…clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, and a sound understanding of the requirements.	Good	3
…fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	2
…little competency, minimal capability, an inadequate approach to the subject area, infeasible or ineffective solutions, somewhat unclear, incomplete, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	1
…a significant or complete lack of understanding, an incomprehensible approach, a significant or complete lack of skill and experience and extensive incompleteness.	Insufficient	0

5.4 REVIEW METHODOLOGY

All responsive applications will be reviewed and scored based on the written application, according to the criteria described in **Section B.5.6**. The Grant Review Committee, as defined in §394.656 F.S., will review and score each application. For each responsive application, the scores from each of the reviewers will be totaled and averaged to determine the rank in order of overall average score from highest to lowest for each type of grant. Recommendations for awards will be made in order of rank.

In the event an Applicant is a member of an association or organization represented on the Grant Review Committee, the scores of the association or organization's representative will not be included in the total average score for any application.

5.5 MANDATORY CRITERIA AND CORRECTION

Applications received as specified in the schedule of events specified in **Section A.6** will be reviewed to determine whether the applications are substantially complete and meets the mandatory criteria specified in **Appendix J**.

In the event more than one application is received on behalf of a county, only the application containing the letter certified by the County Planning Council or Committee specified in Section A.3.1.3. will be eligible for review.

Any application submitted on behalf of a county not containing the letter certified by the County Planning Council or Committee specified in Section A.3.1.3. will not be eligible for review.

If the Procurement Officer detects an easily discernible or obvious error that may be readily corrected, the Department may afford the Applicant two business days to adjust the application accordingly. The Department is under no obligation to detect or offer the opportunity for such correction. The Department's election to afford this opportunity should not, and does not, give rise to an expectation of application correction.

Applicants are responsible for submitting complete and accurate applications, including any corrected or omitted items. If the Department elects to provide an opportunity to correct an error or omission, the Applicant is responsible for timely delivery of the requested materials and for

the content, quality, and sufficiency of all submissions. The Department may, but is not obligated to, allow Applicants to correct clearly identifiable errors or omissions. Any such correction opportunity is limited to addressing the specific completeness issues identified by the Department and may not be used to supplement, revise, or enhance an application for the purpose of improving competitiveness or adding new information.

5.6 Criteria and Financial Criteria

Within each group, each member will independently evaluate the appropriate documentation submitted by each Applicant, according to the criteria in the manuals in **Appendix P and Appendix Q.** The Department's Evaluator(s) will independently evaluate each Financial Application according to the criteria manual in **Appendix R.**

5.7 SELECTION OF APPLICANTS FOR AWARD

The Department will award grants based on the final selection by the Secretary, or designee. No scoring by the Secretary, or designee, will be required to make the selection and award decision. The scoring and ranking by the Grant Review Committee shall serve as a recommendation only.

The Procurement Officer will provide to the Secretary, or designee, a ranking of applications, as scored by the Grant Review Committee. Ranking shall be in the order of highest score to the lowest score based on the allowable points set forth in **Section B.5.6**. To the extent funding is available, awards will be recommended to Applicants that meet or exceed the minimum programmatic score.

If funding remains after Applicants that meet or exceed the minimum programmatic score are awarded, Applicants that score below the minimum programmatic score may be recommended for a Conditional Award, in the order of their ranking. The Department will require conditional awardees to consult with the CJMHSA TAC and submit an addendum to their application addressing all low-scoring criteria identified by the Department, including either or both programmatic and financial elements. Once the addendum addresses all low-scoring criteria to the Department's satisfaction, the Procurement Officer may provide the Secretary, or designee, a recommendation for additional awards.

5.8 DEPARTMENT'S RESERVED RIGHTS

The Department reserves the right to:

5.8.1 Reject any or all applications received with respect to this RFA.

5.8.2 Withdraw the RFA.

5.8.3 Waive or modify minor irregularities in applications received after prior notification and concurrence of the Applicant.

5.8.4 Revise the budget or scope of services after award.

5.8.5 Reject the scoring of any Grant Review Committee member for violation of the guidelines provided for the review of applications.

5.8.6 Make all final decisions with respect to the amount of funding awarded to an applicant.

5.8.7 Increase the grant award amount if funding is available.

5.8.8 Make all final decisions with respect to deliverables.

5.9 NOTICE OF GRANT AWARD

The Department will issue notice of the final decision of the Secretary or their designee by posting the Notice of Award on Vendor Information Portal.

APPENDIX A – STRATEGIC PLAN FORMAT

Planning Grants
Applicants must adhere to the Strategic Plan format provided in Appendix A to document accomplishment of Objective 1 within 12 months of execution of the Grant Agreement. In addition to the required objectives, Planning Grant Applicants must propose at least two additional objectives with associated service tasks that support the community's primary diversion planning goals.

Implementation and Expansion Grants
Applicants must submit a Strategic Plan for the Target Population, or a Sequential Intercept Mapping (SIM) document adopted by the County Planning Council or Committee, as part of the Application. In addition to the required objectives, Implementation and Expansion Grant Applicants must propose at least one additional objective with associated service tasks that support the community's primary diversion planning goals.

Additional Objectives (Applicable to All Grant Types)
May include:

- Workforce development, including training, licensure, credentialing, or accreditation;
- Increased implementation of evidence-based and best practices in mental health and substance use disorder treatment services for the Target Population, including identification of specific practices and tools;
- Adaptation of existing service capacity or models to better address recovery-oriented needs of the Target Population;
- Identification and mitigation of policy, legal, social, or other systemic barriers within the county; and
- Improvement of performance measurement outcomes and quality assurance initiatives.

Cover Page
The Cover Page must provide all the information detailed below, providing basic information regarding the development and rationalization for the Strategic Plan:

- **Statement of the Problem or Critical Issues** - careful analyses of the scope of the problem using current data, implications of the data, critical issues for the various constituents, such as law enforcement, courts, treatment providers, etc.
- **Regional Partnership Strategic Planning Process and Participants** - how planning occurred, strategic alliances, plans for leveraging funds and other resources, etc.
- **Vision** - a picture of the future you seek to create, described in the present tense
- **Mission Statement** - concise statement of what are you here to do together
- **Values** - collective, fundamental beliefs that drive the initiative

Service Model(s) – outline the model(s) to be utilized in addressing the Target Population
Goals, Objectives & Tasks
The Strategic Plan must provide all the information in the tables on the following page, providing specific details related to the goals, objectives, and specific tasks to be completed. Tables and rows should be added as appropriate.

Goals and Objectives Format

Goal #1: *(broad statement of the intended outcome)*

Objective #1:	*(supports the goal and how the goal will be accomplished)*			
	Task	**Performance Measure**	**Lead Person or Organization**	**Projected Completion Date**
1.1	*clearly identify the task(s) associated with the accomplishment of each objective, there may be several tasks associated with an objective*	*describe how performance of each task will be measured*	*person or organization responsible for each task*	*target completion date for each task*
1.2				
1.3				

Objective #2:	*(supports the goal and how the goal will be accomplished)*			
	Task	**Performance Measure**	**Lead Person or Organization**	**Projected Completion Date**
2.1	*clearly identify the task(s) associated with the accomplishment of each objective, there may be several tasks associated with an objective*	*describe how performance of each task will be measured*	*person or organization responsible for each task*	*target completion date for each task*
2.2				
2.3				

APPENDIX B- GUIDANCE FOR INCORPORATING EVIDENCE-BASED OR BEST PRACTICES

Many federal agencies have published resource lists of services and practices that have already determined to be effective and can be found in the following sources:

- **The Criminal Justice Mental Health Consensus Project -** This Project, coordinated by the Council of State Governments Justice Center, is a national effort to help local, state, and federal policymakers and criminal justice and mental health professionals improve the response to people with mental illnesses who come into contact with the criminal justice system. It supports the implementation of practical, flexible criminal justice and mental health strategies through on-site technical assistance; the dissemination of information about programs, research, and policy developments in the field; continued development of policy recommendations; and educational presentations. Their website contains many resources by special focus areas – law enforcement, courts, corrections, victims, jail diversion, etc. – as well as other resources for research information and practice guidelines.

- **National Center for Mental Health and Juvenile Justice -** This Center assists the field in developing improved policies and programs for youth with mental health disorders in contact with the juvenile justice system, based on the best available research and practice. The Center, which is operated by Policy Research, Inc. in Delmar, NY in partnership with the Council of Juvenile Correctional Administrators (CJCA), aims at providing a centralized national focal point that pulls together and links the various activities and research that are currently underway, maximizing the awareness and usefulness of new products and findings, and using the best available knowledge to guide practice and policy. https://nicic.gov/resources/sources/national-center-mental-health-and-juvenile-justice-ncmhjj-delmar-ny

- **GAINS Center -** The GAINS Center is funded by SAMHSA and focuses on expanding access to services for people with mental or substance use disorders who come into contact with the justice system. This Center provides many free publications on a variety of related areas, and they also provide consultation and technical assistance to help communities achieve integrated systems of mental health and substance abuse services for individuals in contact with the justice system. http://www.samhsa.gov/gains-center

- **Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center** The Technical Assistance Center is located at the Louis de la Parte Florida Mental Health Institute (FMHI). The Center was created by CS/CS/HB 1477 to provide technical assistance and consultation to grant applicants and awardees. The Center draws on the expertise of faculty at FMHI and works closely with the GAINS Center, the Council of State Governments' Criminal Justice Mental Health Consensus Project, and other subject matter experts. The TAC faculty and staff have particular experience with co-occurring disorders (mental health and substance abuse; best practices in supportive housing, supported employment, and recovery-oriented services; therapeutic courts; jail and prison re-entry; and assessment and restoration of criminal competency. https://www.usf.edu/cbcs/mhlp/tac/

- **Blueprints for Healthy Youth Development -** Each Blueprints program has been reviewed and determined to meet a clear set of scientific standards. It is recommended that at a minimum the programs identified as promising be selected. http://www.blueprintsprograms.com/

- **Office of Juvenile Justice and Delinquency Prevention Model Programs Guide -** The descriptions of the research include a rating system with study classifications across four dimensions for each program. It is recommended that a minimum the programs need to be identified as promising to be selected. http://www.ojjdp.gov/mpg/

- **National Institute of Justice -** The descriptions of the research include a rating system with study classifications across four dimensions for each program. It is recommended that a minimum

the programs need to be identified as promising to be selected.
https://www.crimesolutions.gov/default.aspx

Showing that Your Services or Practices are Effective

If proposing services or practices that are not included in the above-referenced sources, include a narrative justification summarizing the evidence for effectiveness of the proposed services or practice. Preferred evidence of effectiveness may include findings from clinical trials, or efficacy and effectiveness studies published in peer-reviewed literature. In areas where little or no research has been published in peer-reviewed literature, evidence may involve unpublished studies describing formal consensus among multiple recognized experts whose work is recognized and respected by others in the field. Local recognition of an individual as a respected or influential person at the community level is not considered a "recognized expert" for this purpose. In presenting evidence in support of the proposed services or practice, evidence must be presented that is the best objective information available.

Using Services and Practices that are Appropriate for Your Target Population

Proposed services and practices must demonstrate they are appropriate for the selected Target Population(s). Applications should include research studies showing the services and practices are effective for the selected Target Population. However, if this type of information is not available, provide information from other sources, such as unpublished studies or documents describing formal consensus among recognized experts. Describe the experience either with the Target Population or in managing similar programs.

Describing Necessary Changes to the Services and Practices

It is expected that the Applicant will implement services and practices in a way that is as close as possible to the original services and practices. Minor changes to the services and practices may be necessary to meet the needs of the selected Target Population or to allow resources to be used more efficiently. Describe any changes to the proposed services and practices that are necessary for these purposes. Describe experience either with the selected Target Population or in managing similar programs. The application must demonstrate that the changes proposed are justified.

APPENDIX C - COVER PAGE FOR GRANT APPLICATION

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

PROPOSAL INFORMATION			
Type of Grant:	☐ Planning Grant ☐ Implementation or Expansion Grant		
Project Title:			
County(ies):			
Preferred Project Start Date:			
APPLICANT INFORMATION			
Type of Applicant:	☐ County Government; ☐ Consortium of Counties; ☐ Managing Entity; ☐ NFP Community Provider; ☐ Law Enforcement Agency		
Applicant Organization Name:			
FEID#:		UEI#:	
Contact Name & Title:			
Street Address:			
City, State and Zip Code:			
Email:			
Phone:			
ADDITIONAL CONTACT			
Participating Organization Name:			
Contact Name & Title:			
Street Address			
City, State and Zip Code:			
Email:			
Phone:			

FUNDING REQUEST AND MATCHING FUNDS		
	Total Grant Funds Requested	Total Matching Funds
Program Year 1:		
Program Year 2:		
Program Year 3:		
Total Project Cost:		

CERTIFYING OFFICIAL	
Certifying Official's Signature:	
Certifying Official's Name (printed):	
Title:	
Date:	

APPENDIX D - STATEMENT OF MANDATORY ASSURANCES

		Initial
A.	**Infrastructure:** The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation.	
B.	**Site Visits:** The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department.	
C.	**Non-discrimination:** The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meets the requirements of 28 CFR 42.301.	
D.	**Lobbying:** The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed $100,000 in total costs (45 CFR Part 93).	
E.	**Drug-Free Workplace Requirements:** The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.	
F.	**Smoke-Free Workplace Requirements:** Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.	
G.	**Compliance and Performance:** The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds.	
H.	**Certification of Non-supplanting:** The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed.	

I.	**Submission of Data:** The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation.	
J.	**Submission of Reports:** The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department.	

APPENDIX E - MATCHING FUNDS

Applicant match is the portion of project property and services (staff time, fringe benefits, supplies, equipment, travel, rent, etc.) coming from other than State funds. The matching share must constitute a 100% of the requested grant amount. The match may be derived from the county or private sources. Both "cash" contributions (provided directly by the Applicant) and "in-kind" contributions (from the Applicant or a third party) may be utilized to satisfy the match requirement. A cash match is not required.

For fiscally constrained counties, and a consortium of fiscally constrained counties, the available match resources must be at least 50% of the total amount of the grant all of which may be in-kind. See **Appendix F** for a list of fiscally constrained counties.

"In-kind" means contributions of property or services that benefit this grant-supported project or program and that are contributed by the county or third parties without charge to the Applicant. Neither the actual cost nor the value of third-party in-kind contributions may count towards satisfying a matching requirement of the CJMHSA Grant if it has been, or will be, counted towards satisfying a cost-sharing or matching requirement of another grant, a State procurement contract, or any other award of State funds.

If an applicant chooses to include in-kind contributions in its matching share, specific dollar values must be assigned. Applicants are required to use the **Appendix H** to verify cash and attach valuation to in-kind contributions. A signed form from each match donor must accompany this application as an attachment to the Budget Section. **Appendix I** is to be used to show the proportions of cash and in-kind match.

Examples of in-kind contributions and methods for determining values are as follows:

Volunteer Services - Unpaid services provided to a grantee by individuals shall be valued at rates consistent with those ordinarily paid for similar work in the grantee's organization. If the grantee does not have employees performing similar work, the rates shall be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount of fringe benefits may be included in the valuation.

Supplies - If the county or a third party donates supplies, the contribution shall be valued at the market value of the supplies at the time of donation.

Loaned/Donated Equipment or Space - If a county or a third party donates the use of equipment or space in a building but retains title, the contribution shall be valued at the fair rental rate of the equipment or space. If the county or a third party donates equipment and the title passes to the grant recipient, the market value of that equipment at the time of the donation that is applicable to the period which the matching requirement applies, may be counted toward matching in-kind funds. See **Appendix G** for worksheets to set the value.

Matching funds and grant funds used in the Administrative Costs of the budget need to adhere to the legislative cap of 10% of the requested state grant funds. For example, if an applicant applies for $100,000 for a Planning Grant, $10,000 is the total allowable amount for Administrative costs. This $10,000 can be proposed in several ways:

- as grant funded entirely (with no matching funds in that line)

- as matching funds (with no requested grant funds in that line)
- or as a combination of match and grant funds to comprise the $10,000.

Criteria for Allowable and Unallowable Match

1) **Allowable for Matching.** Matching requirements may be satisfied by any or all of the following:
    - Allowable costs supported by the county and non-state or non-federal grants incurred by the county during the effective period of the contract;
    - Funds from partnering organizations or units of government;
    - The value of third-party funds and in-kind contributions applicable to the matching requirement period.
    - The value of volunteer services up to and including 10% of the total budget.
    - Costs supported by fees and program income.
2) **Unallowable for Matching.**
    - Costs paid for by another state or federal contract or grant except as provided by State or Federal statute.
    - Costs or third-party funds and in-kind contributions that are used to satisfy a matching requirement of another State contract or Federal grant.
    - Income from sale of printed material, food, and books purchased with State funds.

APPENDIX F - LIST OF FISCALLY CONSTRAINED FLORIDA COUNTIES

Each county that is entirely within a rural area of critical economic concern as designated by the Governor pursuant to § 288.0656, F.S., or each county for which the value of a mill will raise no more than $5 million in revenue, based on the taxable value certified pursuant to § 1011.62(4)(a)1.a., F.S. from the previous July 1, shall be considered a Fiscally-Constrained County, per § 218.67(1), F.S.

This list is taken from: https://floridarevenue.com/property/Documents/fcc-map.pdf

Baker
Bradford
Calhoun
Columbia
DeSoto
Dixie
Franklin
Gadsden
Gilchrist
Glades
Gulf
Hamilton
Hardee
Hendry
Highlands
Holmes
Jackson
Jefferson
Lafayette
Levy
Liberty
Madison
Okeechobee
Putnam
Suwannee
Taylor
Union
Wakulla
Washington

NOTE: Participation in a consortium by both fiscally constrained counties and non-fiscally constrained counties will not alter the statutorily required percentages of matching funds for each.

APPENDIX G - BUDGET INSTRUCTIONS

The application must include both a **Line-Item Budget** and a **Budget Narrative**. Implementation and Expansion grants must include a proposed budget for each project year.

Line-Item Budget

The line-item budget must show a summary of the total proposed project costs (**Table A**) and the proposed cost for each subcontracted service provider (**Table B**). Applicants may copy the tables into an Excel format. Each table should be provided on a separate tab. Applicants may attach additional workpapers providing additional details.

Budget Narrative

The budget narrative must provide details regarding each proposed cost, sufficient to determine the allowability, reasonableness and necessity of each proposed cost.

Personnel: Provide the title, salary and level of effort (percent of FTE) for each position. Implementation grants may reflect a cost of living increase commensurate with County practices over the 3-year grant period.

Fringe Benefits: Provide the fringe benefit rate (fixed percentage of total personnel) which may include any combination of social security, health insurance, retirement, or worker's compensation. If the fringe benefit rate varies by position, list each position and the associated rate.

Equipment: Purchase of equipment is dependent upon program design and requires appropriate justification. Equipment must be of a durable nature with an expected service life of more than one year. Provide a list of each item of equipment to be purchased and the specific dollar amount for each item, including installation, insurance, freight and accessories.

Staff Travel: Provide the proposed expenses for project staff for the purpose of supporting grant activities, as described in the application. Specify the unit (mileage, etc.) and the total number of units anticipated for each project year. The maximum rate for mileage is $.445/mile. Rates may not exceed the maximum rates established by the Department of Children and Families or those established in § 112.061, F.S.

Supplies: Provide a list of items and associated cost of all consumable or expendable items that are used routinely or that have an expected life of one year or less.

Building Occupancy: Provide the proposed costs associated with rent, utilities, etc. required to support grant activities. Specify the monthly cost and number of months. If expenses are to be shared, provide a brief explanation.

Consultant Services: Provide the hourly or daily rates and number of hours or days for each consultant and their role in supporting grant activities.

Consultant Travel: Provide all consultant travel expenses for the purpose of supporting grant activities, in accordance with the description above.

Consultant Supplies: Provide all consultant supplies cost for the purpose of supporting grant activities, in accordance with the description above.

Subcontracted Services: Provide the total cost of all subcontracted services. Provide a list of each subcontracted service provider, the associated cost and their role in supporting grant activities. The proposed cost for each subcontracted service provider must be supported by a separate line-item budget (**Table B**). Agency employees or persons who would normally provide consultant services without charge may not be included in the budget.

Administrative Costs: Costs may not exceed 10% of the total grant award. This cap applies to the sum of all administrative costs, including those of the applicant and any intended subgrantees or subcontractors. Administrative costs may include grant management activities;

fiscal, personnel, and procurement management; related office services and record keeping; costs of necessary insurance, auditing, etc. Evaluation activities are considered a direct program cost and **may not be included** in this line item.

Table A: Line-Item Budget Applicant			
	Grant Funds Requested	**Matching Funds and Other In-Kind Contributions**	
		Funding	**Source of Funds**
Salaries:			
Fringe Benefits:			
Equipment			
Staff Travel:			
Supplies:			
Building Occupancy:			
Consultant Services:			
Consultant Supplies:			
Subcontracted Services: (Total ALL subcontract services)			
Administrative Cost:			
Total:			
Total Project Cost:		= Grants Funds Requested + Matching Share	
Match Percentage:		= Match / Total Project Cost	

Table B: Line-Item Budget Subcontracted Services*			
	Grant Funds Requested	**Matching Funds and Other In-Kind Contributions**	
		Funding	**Source of Funds**
Salaries:			
Fringe Benefits:			
Equipment			
Staff Travel:			
Supplies:			
Building Occupancy:			
Consultant Services:			
Consultant Supplies:			
Administrative Cost:			
Total:			
Total Project Cost:		= Grants Funds Requested + Matching Share	
Match Percentage:		= Match / Total Project Cost	

***Provide a separate line-item budget for EACH proposed subcontracted service provider.**

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) _____

FROM: (donor name) _____

ADDRESS: _____

_____

The following ___ space, ___ equipment, ___ goods or supplies, and ___ services, are donated to the County _____ permanently (title passes to the County) _____ temporarily (title is retained by the donor), for the period _____ to _____.

Description and Basis for Valuation (See next page)

Description	Value
(1)_____	$_____
(2)_____	$_____
(3)_____	$_____
(4)_____	$_____
	TOTAL VALUE $_____

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

_____ _____ _____ _____

(Donor Signature) (Date) (County Designee Signature) (Date)

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $_____
   or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $_____

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization:
   Annual Salary Number of hours 2080 X to be provided = $_____
2. Volunteer -- Comparable annual salary $ _____
   Annual Salary Number of hours 2080 X to be provided = $_____

Appendix I - MATCH SUMMARY
(for the entire grant period)

Date - _____

County - _____

Type of Grant - _____

Match Requirement Percentage - _____

Total Match Required for the Grant $ _____

Match Committed:

Cash	$ _____
In-Kind	$ _____
Total	$ _____

Comments:

_____

_____

_____

_____

Prepared By _____

Approved By _____

APPENDIX J - CHECKLIST OF APPLICATION CRITERIA
Criteria Checklist for: DCF RFA 2526 024- CJMHSA Reinvestment Grant Program

Print Applicant's Name:	**County(ies):**
Print Name of Department Reviewer (Procurement Officer):	
Signature of Department Reviewer:	**Date:**
Print Name of Department Witness:	
Signature of Department Witness:	**Date:**

Was the application received by the date and time specified in the RFA and at the specified address?
☐ YES/Pass ☐ NO/Fail

Does the Application include the following?			**Yes Pass**	**No Fail**
1.	**Tab 1: Cover Page** Completed form, including requested funding and match funds, signed/dated		☐	☐
2.	**Tab 2: County Designation Letter, if applicable** For Applicant's submitting on behalf of a county		☐	☐
3.	**Tab 2: Statement of Mandatory Assurances**			
	a.	Infrastructure	☐	☐
	b.	Site Visits	☐	☐
	c.	Non-discrimination	☐	☐
	d.	Lobbying	☐	☐
	e.	Drug-Free Workplace Requirements	☐	☐
	f.	Smoke-Free Workplace Requirements	☐	☐
	g.	Compliance and Performance	☐	☐
	h.	Certifications of Non-supplanting	☐	☐
	i.	Submission of Data	☐	☐
	j.	Submission of Reports	☐	☐
4.	**Tab 2: Commitment of Match Donation Form and Match Commitment Summary Report** Completed forms for each match donation committed to the project, indicating sufficient matching commitment, signed and dated.		☐	☐
5.	**Tab 3 & 4: Statement of Problem and Project Design Implementation** Description of the services to be provided.		☐	☐
6.	**Tab 5: Approach and Capability** Include the proposed project, target population, and organizational capacity, including relevant experience, staffing, resources, and partnerships.		☐	☐

7.	**Tab 6: Letters of Commitment** Summary list of all organizations and letter of commitment from each organization.	☐	☐
8.	**Tab 7: Supporting Documentation** Attachments, exhibits, or any other supporting documentation referenced in the reply.	☐	☐
9.	**Tab 8: Budget and Budget Narrative** Completed budget summary form, including budget narrative	☐	☐

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APPENDIX K - CJMHSA REINVESTMENT GRANT PLANNING COUNCIL OR COMMITTEE

PLEASE PRINT

STATE ATTORNEY OR DESIGNEE	PUBLIC DEFENDER OR DESIGNEE
COUNTY COURT JUDGE	CIRCUIT COURT JUDGE
LOCAL COURT ADMINISTRATOR OR DESIGNEE	STATE PROBATION CIRCUIT ADMINISTRATOR OR DESIGNEE
COUNTY COMMISSION CHAIR	COUNTY DIRECTOR OF PROBATION
SHERIFF OR DESIGNEE	POLICE CHIEF OR DESIGNEE
AREA HOMELESS OR SUPPORTIVE HOUSING PROGRAM REPRENSTATIVE	CHIEF CORRECTIONAL OFFICER
DJJ - DIRECTOR OF DENTENTION FACILITY OR DESIGNEE	DJJ – CHIEF OF PROBATION OFFICER OR DESIGNEE
DCF - SUBSTANCE ABUSE AND MENTAL HEALTH PROGRAM OFFICE REPRESENATIVE	PRIMARY CONSUMER OF MENTAL HEALTH SERVICES
COMMUNITY MENTAL HEALTH AGENCY DIRECTOR OR DESIGNEE	LOCAL SUBSTANCE ABUSE TREATMENT DIRECTOR OR DESIGNEE
PRIMARY CONSUMER OF COMMUNITY-BASED TREATMENT FAMILY MEMBER	PRIMARY CONSUMER OF SUBSTANCE ABUSE SERVICES

APPENDIX L- NOTICE OF INTENT TO SUBMIT AN APPLICATION

_____ (Applicant Name) wishes to inform the Florida Department of Children and Families of its intent to respond to the solicitation entitled "Criminal Justice Mental Health and Substance Abuse Reinvestment Grant," DCF RFA 2526 024

PLEASE PRINT OR TYPE REQUESTED INFORMATION

Name of Authorized Official:	
Title of Authorized Official:	
Signature of Authorized Official:	
Date:	
Address:	
City, State, Zip:	
Telephone No:	
Website:	
E-mail Address:	

Type of Grant Applying for: _____ Planning
_____ Implementation or Expansion Grant

APPENDIX M: CERTIFICATE OF SIGNATURE AUTHORITY

Check below and complete Section A or Section B	
	Respondent is not a sole proprietorship (Complete Section A)
	Respondent is a sole proprietorship (Complete Section B)

Section A

I, _____ (name), hold the office or position of _____ (title) with_____ (legal name of Respondent) and have authority to make official representations by said Respondent regarding its official records and hereby state that my examination of the Respondent's records show that _____ (name) currently holds the office or position of _____ (title) with the Respondent and currently has authority to make binding representations to the Department and sign all documents submitted on behalf of the above-named Respondent in response to Solicitation # _____, and, in so doing, to bind the named Respondent to the statements made therein.

Dated:

Signature:

Printed Name:

Title:

NOTE: In lieu of the above, the Respondent may submit a corporate resolution or other duly executed certification issued in the Respondent's normal course of business to prove signature authority of the named Authorized Representative.

Section B

I, _____(name) am a sole proprietor, personally doing business in the name of _____ (name of Respondent), and will be personally bound by the Response submitted in response to Solicitation # _____.

Dated:

Signature:

Printed Name:

APPENDIX N: RESPONDENT'S CERTIFICATIONS

CERTIFICATIONS		
MASTER CERTIFICATION		
As the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent, _____ (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of Solicitation #_____ (the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.		
Check the applicable box next to the title to each certification:		
True	**False**	
		a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document
		b. Statement of No Prohibited Involvement
		c. Statement Non-Collusion
		d. Certification Regarding Subcontractors
		e. Certification Regarding Prior Contractual Obligations
		f. Certification of Representations per Sections 287.133, and 287.134, F.S.
The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."		
Signature of Authorized Representative:	Date:	
a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Respondent's Response submitted in response to the Department of Children and Families Request for Responses (the Solicitation) is binding on the Respondent in accordance with the terms of the Solicitation. If awarded any Contract as a result of the Solicitation, the Respondent will comply with the specifications, terms, and conditions stated in the Solicitation and the Contract document.		
b. Statement of No Prohibited Involvement		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a Contract as described in §287.057(19)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent Contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.		

c. Statement of Non-Collusion

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Solicitation as principals are named therein, that the Respondent's Response is made without collusion with any other Respondent.

d. Certification Regarding Subcontractors

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent's agreement that by submitting a Response to this Solicitation, the Respondent waives any exclusivity provision in its subcontractor agreements.

e. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent has not:

(1) Failed to correct any unsatisfactory performance in a previous Contract to the satisfaction of any Agency or eligible user;

(2) Had a Contract terminated by any Agency or eligible user for cause; or

(3) Failed to sign a Contract awarded by any Agency.

f. Certification of Representations Per Sections §287.135, 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to §287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to §287.134, F.S, and, if federal funds are used, the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as listed in the System for Award Management (SAM), in accordance with 2 CFR Part 180 and Part 200.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of §287 and §295, F.S., provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, Responses, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Respondents; however, a Respondent waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, Response or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Respondent, _____ (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of the Solicitation _____(the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.

Check the box next to the title to each certification that is true:	
	g. Certification of a Certified Minority Business Enterprise
	h. Certification of a Certified Veteran Business Enterprise
	i. Certification of a Florida Business
	j. Certification of a Foreign Manufacturer with a Factory in Florida
	k. Certification of a Drug Free Workplace

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:

g. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, Florida Statutes.

h. Certification of a Florida Certified Veteran Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with §295.187, Florida Statutes.

i. Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.084, Florida Statutes.

j. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, Florida Statutes.

k. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent currently maintains a drug-free workplace environment in accordance with §287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

APPENDIX O
FINANCIAL GRANT COMPLIANCE INTRODUCTION

Subrecipients of federal grants are required to follow the terms of the grants themselves as well as either Title 2 Part 200 of the United States Code of Federal Regulations Chapter (CFR) or Title 45 Part 75. The following introduces some of those requirements. This is merely an introduction and must not be relied upon; the applicable CFR Part and applicable federal grant contain the full statement of the actual requirements.

Subpart B — General Provisions

1. Integrity Rules (2 CFR 200.112-113; 45 CFR 75.112-113)
1.1 Disclosure of any potential conflicts of interest to the Florida Department of Children and Families (DCF) in accordance with the applicable federal awarding agency policy.
1.2 Disclosure of all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. (Note: Failure to do so can result in suspension and/or debarment.)

Subpart C — Pre-federal Award Requirements and Contents of Federal Awards

2. Fixed Award Amounts (2 CFR 200.201; 45 CFR 75.201)
2.1 If awarded a fixed-award, payments will be based on meeting specific requirements of the federal award. Accountability will be based on performance and results.

Subpart D — Post-federal Award Requirements

3. Standards for Financial and Program Management (2 CFR 200.300-309; 45 CFR 75.300-309)
3.1 Adherence to performance measurements that relate financial data to performance accomplishments. When applicable, the reports will provide cost information to demonstrate cost effective practices. Some grants may require reports to include indicators and milestones accomplished on performance goals.
3.2 Maintenance of a financial management system, which includes records documenting compliance, that allows for the preparation of reports required by general and program-specific terms/conditions. The financial management system must also allow for the tracing of funds to a level of expenditures to show that they have been used according to the terms/conditions/regulations.
3.3 The financial management system must provide the following: 3.3.1 Identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal awarding agency, and name of the pass-through entity, if any. 3.3.2 Accurate, current, and complete disclosure of the financial results of each federal award or program. 3.3.3 Records that identify adequately the source and Application of funds for federally-funded activities. These records must contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest and be supported by source documentation. 3.3.4 Effective control over, and accountability for, all funds, property, and other assets. The non-federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. 3.3.5 Comparison of expenditures with budget amounts for each federal award. 3.3.6 Written procedures to implement the payment requirements found in §200.305 or §75.305 as applicable. 3.3.7 Written procedures for determining the allowability of costs in accordance with the Cost Principles of federal grant guidance and the terms and conditions of the federal award.
3.4 Internal Controls 3.4.1 Establish and maintain effective internal controls over federal awards to ensure compliance with regulations and the terms/conditions of awards. Consider the Internal Control Framework

issued by the Committee on Sponsoring Organizations (COSO) and the Standards for Internal Control in the Federal Government (Green Book) issued by the Comptroller General as best practice examples. 3.4.2 Have internal controls and procedures in place to take prompt action when noncompliance issues are identified, including noncompliance related to audit findings. 3.4.3 Take reasonable measures to safeguard protected, personally identifiable information (PII) and other sensitive information.
3.5 Payments 3.5.1 Minimized the time between the transfer of funds from DCF and the disbursement. (already required by State statutes and DCF's Standard Contract) 3.5.2 Use funds from Program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned prior to requesting cash advance payments, if allowed. 3.5.3 Established banking procedures so that subrecipients can account for the receipt, obligation, and expenditure of funds for specific federal awards. 3.5.4 Preparation for any advance payments to be deposited in insured accounts when possible and in interest-bearing account unless certain criteria apply.
3.6 Cost Sharing or Matching Requirements (if required, does not apply to most DCF contracts) 3.6.1 All required criteria are met if your organization has grants that contain cost sharing or matching requirements. 3.6.2 Applying unrecovered indirect costs as cost sharing/matching requires prior approval from the federal awarding agency. 3.6.3 If authorized by the federal awarding agency to allow for the donation of buildings or land for long-term use, has the value been calculated as the lessor of the two: value of remaining life or current market value at the time of donation. 3.6.4 Volunteer services from a third party to meet cost/matching requirements must be integral and necessary part of the project/program and documented.
3.7 Use of Program Income 3.7.1 Program Income must be deducted from the total allowable costs to determine the net allowable costs. Program income must be used for current costs unless the federal awarding agency authorizes otherwise. Unanticipated Program income must be used to reduce the federal award. 3.7.2 For IHEs and nonprofit research institutions, Program income may be added to the federal award with prior federal approval. 3.7.3 Program income may be used to meet cost sharing/matching requirements if applicable, with prior federal approval.
4. Property Standards (2 CFR 200.310-316; 45 CFR 75.316-323)
4.1 Insurance coverage: Maintain equivalent insurance coverage for real property and equipment acquired or improved with federal funds (but not federally owned) as provided to property owned by your organization.
4.2 Real Property: Maintain procedures that meet federal guidance regarding real property to meet the requirements for title, use, and disposition.
4.3 Federally-owned and exempt property 4.3.1 An annual inventory listing of federally owned property in its custody must be annually submitted to the federal awarding agency. 4.3.2 After an award has been completed or federal property is no longer needed, the organization must report the property as excess to the federal awarding agency.
4.4 Equipment 4.4.1 Maintain proper equipment procedures in place to meet the requirements for title, use, and disposition under federal grant guidance. 4.4.2 Equipment management procedures must be in place for equipment acquired in whole or in part under the federal award, which include detailed identification makers, percentage of

federal participation in costs, location, use and condition and any disposition data, date of disposal and sale price of the property. 4.4.3 A physical inventory of property must be taken at least once every two years with results reconciled with property records. 4.4.4 A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. 4.4.5 Adequate maintenance procedures must be developed to keep the property in good condition. 4.4.6 If authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
4.5 Supplies exceeding $5,000: The federal government must be compensated for its share of residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of a project or program unless supplies are not needed for any other federal award.
4.6 Intangible property: Maintain proper procedures to meet federal grant guidance involving intangible property.
5. Procurement Standards (2 CFR 200.317-326; 45 CFR 75.326-335)
5.1 Maintain written standards of conduct covering conflict of interest and governing employees engaged in the selection, award, and administration of contracts. If the subrecipient organization has a parent, affiliate, or subsidiary organization that is not a state or local government or Indian tribe, your Conflict of Interest Policy must also include organizational conflicts of interest.
5.2 Procurement procedures and policies must be in place to meet the following requirements: 5.2.1 Are written. 5.2.2 Ensure that the acquisition of duplicate or unnecessary items is avoided. 5.2.3 Ensure that state and local government intergovernmental agreements are considered where appropriate. 5.2.4 Ensure contracts are awarded only to responsible contractors with the ability to perform contract terms successfully. 5.2.5 Ensure all procurement transactions are conducted in a manner providing full and open competition. 5.2.6 Do not include state or local geographical preferences (except where federal statutes mandate or encourage geographic preference). 5.2.7 Ensure all RFAs incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. 5.2.8 Require cost or price analysis, including independent estimates, for all purchases over $150,000. 5.2.9 Include affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible.
5.3 Procurement policies must include guidelines for the following purchase thresholds, which must meet federal grant guidance requirements: 5.3.1 Micro-purchase (<$10,000, no quotations, equitable distributions). 5.3.2 Small purchase ($10,000-$250,000, rate quotations, no cost or price analysis) 5.3.3 Sealed bids ($250,000, formal advertising, price is a major factor). 5.3.4 Competitive Application (> $250,000, fixed price or cost reimbursement, request for Application (RFA) with evaluation methods). 5.3.5 Noncompetitive Application (Solicitation of an Application from only one source, unique product/service).
5.4 Time and material type contracts are used only after a determination that no other contract is suitable, and the contract must include a ceiling price that the contractor exceeds at its own risk.
5.5 All prequalified lists of persons, Applicants, or products must include enough qualified sources to ensure maximum free and open competition, and there must be a process to ensure this list is kept up to date.

5.6 Procurement processes include keeping records that detail history of ALL procurements and at the minimum include the rational for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract.
5.7 Procurement policies for construction or facility improvement contracts, or subcontracts exceeding $250,000, include a bid guarantee equivalent to 5% of the bid price from each bidder (such as bid bond or certified check), a performance bond on the part of the contractor for 100 percent of the contract price, and a payment bond on the part of the contractor for 100 percent of the contract price.
6. Performance and Financial Monitoring and Reporting (2 CFR 300.327-329; 45 CFR 75.341-343)
6.1 Performance and Financial reports will likely be required so that DCF can meet its obligations as a recipient of federal awards, which should be no more often than quarterly except in unusual circumstances.
6.2 Annually submit a report on the status of real property if the federal government retains an interest. (Note: If federal interest is for 15 years or longer, reporting may be required at various multi-year frequencies as well.)
7. Subrecipient Monitoring and Management (2 CFR 200.330-332; 45 CFR 75.351-353) {Pass-through entity requirements}
7.1 A formal process must be developed to analyze awards for determining subrecipient versus a contractor relationship.
7.2 Subawards made to subrecipients must include the following pieces of information: 7.2.1 Federal Award Identification (There are 13 required data elements in this item). 7.2.2 All requirements imposed by the subrecipient organization on the subrecipient so that the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award. 7.2.3 Any additional requirements that the subrecipient organization imposes on the subrecipient in order for the subrecipient organization to meet its own responsibility to the federal awarding agency or the Department, including identification of any required financial and performance reports. 7.2.4 An approved federally recognized indirect cost rate negotiated between the subrecipient and the federal government or, if no such rate exists, either a rate negotiated between the subrecipient organization and the subrecipient (in compliance with federal guidance), or a de minimis (10 percent) indirect cost rate. 7.2.5 A requirement that the subrecipient permit your organization and auditors to have access to the subrecipient's records and financial statements as necessary. 7.2.6 Appropriate terms and conditions concerning closeout of the subaward.
7.3 Evaluate the subrecipient for risk of noncompliance with federal regulations and terms of subaward to determine appropriate monitoring for each subrecipient.
7.4 Monitor the activities of the subrecipient as necessary to ensure the subaward is used for authorized purposes and in accordance with statutes, regulations and terms and conditions. Monitoring must include: 7.4.1 Reviewing financial and programmatic reports 7.4.2 Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other means. 7.4.3 Issuing a management decision for audit findings pertaining to the federal award
7.5 Verify that every subrecipient is audited as required under federal grant guidance.
7.6 Review results of subrecipient's audits, on-site reviews, or other monitoring to detect conditions that necessitate adjustments to your organization’s own records.
7.7 Take enforcement action against noncompliant subrecipients when appropriate.
7.8 In order to issue subawards based on fixed amounts up to the Simplified Acquisition Threshold (currently at $250,000), prior written approval from the federal awarding agency must be obtained.

8. Record Retention and Access (2 CFR 200.333-337; 45 CFR 75.361-365)
8.1 Maintain a policy to verify that financial records, supporting documents, statistical records, etc., are retained for at least three years from the date of submission of the final expenditure report, or for ongoing grants, the date of submission of the quarterly or annual financial report. (Note: If any litigation/claim/audit is started before the three-year time frame, records must be retained until completed or resolved.)
9. Closeout (2 CFR 200.343; 45 CFR 75.381)
9.1 Develop procedures to meet the following requirements for closing out grants at the end of the period of performance: 9.1.1 Must submit no later than 90 calendar days after the end of period of performance all financial, performance, and other reports required by terms and conditions. 9.1.2 Must liquidate all obligations incurred no later than 90 calendar days per terms/conditions. 9.1.3 Must promptly refund any balances of unobligated cash that the federal agency or pass-through entity paid in advance or paid that isn't authorized to be retained for use in other projects.
9.2 Must account for any real and personal property acquired with federal funds or received from the federal government.

Subpart E - Cost Principles

10. Required Certifications (2 CFR 200.415; 45 CFR 75.415)
10.1 A certification must be included that is signed by an official who can legally bind the subrecipient organization for annual and final fiscal reports or vouchers requesting payment under an agreement. The certification must read: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”
11. Time and Effort Reporting (2 CFR 200.430; 45 CFR 75.430)
11.1 The organization must meet one of the following: 11.1.1 Maintain a time and effort reporting processes that include records that accurately reflect the work performed and the necessary requirements under federal grant guidance, or 11.1.2 Use budget estimates for interim accounting purposes following federal grant guidance requirements. 11.1.3 Use a substitute process or system for salaries and wages to federal awards if the system is approved by the cognizant agency for indirect cost. Should a substitute sampling system be used, it must meet acceptable statistical sampling standards.
11.2 Salaries and wages of employees used in meeting the cost sharing or matching requirement on federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from federal awards.

Appendix P - Planning Grant Evaluation Manual

State of Florida Department of Children and Families

DCF RFA 2526 024
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant

Applicant:_____ Evaluator:_____

1 GENERAL INSTRUCTIONS

1.1 Each evaluator has been provided a copy of the RFA, including its appendices, any RFA addenda, and applicant written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each application submitted to the Department. which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

1.2 Each evaluator will evaluate Criteria 1-5 for all applications that pass the mandatory criteria. Each criterion must be scored.

1.3 Each evaluator shall assign a score based upon their assessment of the application. Scoring must reflect the evaluator's independent evaluation of the application to each criterion. Fractional values or missing scores will not be accepted. If an evaluator's score sheet is not complete, it will be returned for completion.

1.4 When completing score sheets, evaluators should record references to the sections of Request for Applications (RFA) and the written application materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the application does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.

1.5 Applications shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every application received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.

1.7 Only the score sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.

1.8 Evaluators may request assistance in understanding evaluation criteria and applications only from the Procurement Officer.

1.9 Questions related to the solicitation and the evaluations of the application should be directed only to: Alicia Reifinger, Procurement Officer

E-Mail Address:Joshua.Burns@myflfamilies.com , CC hqw.procurement.team.activities@myflfamilies.com

1.10 After the evaluator has completed scoring each application, submit scores to the Procurement Officer. The Procurement Officer will average the total point scores by each evaluator to calculate the points awarded for each criterion.

2 QUALITATIVE CRITERIA

2.1 Evaluators shall assign scores to each of the applications received by the Department based on the considerations detailed for each criterion.

2.2 The assignment of an individual score must be based upon the following description of the point scores, unless otherwise noted for a specific criterion:

The application demonstrates or describes	Category	Assign points
…extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Superior	4
…clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	3
…fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter- relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	2
…little competency, minimal capability, an inadequate approach to the subject area, infeasible or ineffective solutions, somewhat unclear, incomplete or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	1
…a significant or complete lack of understanding, an incomprehensible approach, a significant or complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0

3 CRITERIA 1-5 POINT VALUES

- The maximum score for Criteria 1-5 is 184 points.
- The minimum score to be eligible for award recommendation is 147 points.

SCORING SUMMARY SHEET:

Programmatic Criteria: Planning		Maximum Points	Points Assigned
Criteria 1: Statement of the Problem			
1	Statement of the Problem	48	
Criteria 2: Project Design and Implementation			
2A	Planning Council or Committee	24	
2B	Timeline and Expected Milestones	60	
Criteria 3: Performance Measures			
3	Performance Measures	12	
Criteria 4: Capability and Experience			
4	Capability and Experience	16	
Criteria 5: Evaluation and Sustainability			
5B	Sustainability	24	
	Total	**184**	

Applicant:_____ Evaluator:_____

Criteria 1: Statement of the Problem			
Tab 3 - RFA References: Section B.4.3			**Max Score: 48**
How well does the Applicant's approach appear to resolve the problem(s) to be addressed by the proposed project?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The Applicant's approach of the problem the project will address, including local and state data and appropriate trend analysis.	4		
2. The application demonstrates the project's geographic environment socioeconomic factors and community concerns, sufficient to support selection of the Target Population.	4		
3. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including the screening and assessment process used to identify the Target Population.	4		
4. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including the percentage of persons admitted with a mental illness, substance use disorder, or co-occurring disorders that supports the selection of the Target Population.	4		
5. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including identification of describe contributing factors that affect population trends in the county jail or juvenile detention center.	4		
6. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including data and a descriptive narrative that delineates the specific factors that put the Target Population at-risk of entering or re-entering the criminal or juvenile justice systems.	4		
Total Assigned Score (out of 24) x 2 = (max score 48)			

Applicant:_____ Evaluator:_____

Criteria 2: Project Design and Implementation Sub Criteria 2A: Planning Council or Committee			
Tab 4; RFA References: *Section A.3, Section B.4.4,* ***Standard Contract Part 2:*** *A.1.1.3,* *Appendix K - CJMHSA Reinvestment Grant Planning Council Or Committee* **Max Score: 24**			
How well does the application describe the planning council or committee?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates compliance with § 394.657(2)(a), F.S. and clearly identifies the role of each member as stakeholder, consumer, etc.	4		
2. The application demonstrates capability to perform the activity of the Planning council, including the frequency of meetings for the previous 12 months and future scheduling of meetings.	4		
Total Assigned Score (out of 8) x 3 = (max score 24)			

Applicant:_____ Evaluator:_____

Criteria 2: Project Design and Implementation Sub Criteria 2B: Timeline and Expected Milestones			
Tab 4; RFA References: *Section B.4.4.2, B.4.5.4* *Appendix A – Strategic Plan Format* **Max Score: 60**			
How well does the application describe the timeline for the proposed planning activities and expected milestones?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates the process for using needs assessment appropriate to the Target Population during planning.	4		
2. The application demonstrates an anticipated successful process to be used for project design and implementation.	4		
3. The application demonstrates the Applicants ability to create opportunities to coordinate funding, related resources and recommended organizational or structural changes.	4		
4. The application demonstrates the Applicants strong and well thought out strategies for coordination, communication and data sharing supporting Strategic Planning goals.	4		
5. The application demonstrates acceptable anticipated start and completion dates for each milestone, benchmark, and goal.	4		
Total Assigned Score (out of 20) x 3 = (max score 60)			

Applicant:_____ Evaluator:_____

Criteria 3: Performance Measures			
Tab 4; RFA References: *Section B.4.4.4*			**Max Score: 12**
How well does the application describe how performance under the grant will be measured?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates the manner in which the proposed timeline ensures compliance with the performance measures specified in **Section B.4.4.4**.	4		
2. The application demonstrates targets and methodologies that address the measures specified in **Section B.4.4.4**.	4		
3. The application includes at least one additional performance measure that is unique to the tasks outlined in the application, including proposed targets and methodologies.	4		
Total Assigned Score (out of 12) x 1 = (max score 12)			

Applicant:_____ Evaluator:_____

Criteria 4: Capability and Experience			
Tabs 3 & 5; RFA References: *Section B.4.5.2*			**Max Score: 16**
How well does the application describe the Applicant's capability and experience in providing similar services?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates the capabilities and experience of the Applicant and other participating organizations, including law enforcement agencies, sufficient to meet the objectives detailed in this RFA.	4		
2. The application demonstrates the organization's capacity to implement the proposed project.	4		
3. The application demonstrates the role of advocates, family members, responsible partners, and other community stakeholders represented on the Planning Council and how they will support the project's objectives.	4		
4. The application demonstrates the organization's expertise and qualifications necessary to carry out the Strategic Planning project	4		
Total Assigned Score (out of 16) x 1 = (max score 16)			

Applicant:_____ Evaluator:_____

Criteria 5: Sustainability			
Tab 5; RFA References: *Section B.4.5.7.3*			**Max Score: 24**
How well does the application address sustainability of the project?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates how the Strategic Planning will support effective collaboration among stakeholders, including government agencies, law enforcement, the criminal, juvenile, and civil justice systems, mental health and substance use service providers, transportation programs, housing assistance programs, and intervention programs.	4		
2. The application demonstrates how collaborative partnerships, and funding will be leveraged to build long-term support and resources to implement the Strategic Plan following grant completion.	4		
Total Assigned Score (out of 8) x 3 = (max score 24)			

Appendix Q - Implementation or Expansion Grant

Evaluation Manual

State of Florida

Department of Children and Families

DCF RFA 2526 024

Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant

Applicant: _____

Evaluator: _____

Signature: _____

Date: _____

1 General Instructions

1.1 Each evaluator has been provided a copy of the RFA, including its appendices, any RFA addenda, and applicant written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each application submitted to the Department. which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

1.2 Each evaluator will evaluate Criteria 1-5 for all applications that pass the mandatory criteria. Each criterion must be scored.

1.3 Each evaluator shall assign a score based upon his or her assessment of the application. Scoring must reflect the evaluator's independent evaluation of the application to each criterion. Fractional values or missing scores will not be accepted. If an evaluator's score sheet is not complete, it will be returned for completion.

1.4 When completing score sheets, evaluators should record references to the sections of Request for Applications (RFA) and the written application materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the application does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.

1.5 Applications shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every application received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.

1.7 Only the score sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.

1.8 Evaluators may request assistance in understanding evaluation criteria and applications only from the Procurement Officer.

1.9 Questions related to the solicitation and the evaluations of the application should be directed only to:

Joshua Burns*, Procurement Officer*

E-Mail Address: Joshua.Burns@myflfamiles.com and CC hqw.procurement.team.activities@myflfamilies.com

1.10 After the evaluator has completed scoring each application, submit scores to the Procurement Officer. The Procurement Officer will average the total point scores by each evaluator to calculate the points awarded for each criterion.

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2 Qualitative Criteria

2.1 Evaluators shall assign scores to each of the applications received by the Department based on the considerations detailed for each criterion.

2.2 The assignment of an individual score must be based upon the following description of the point scores, unless otherwise noted for a specific criterion:

The application demonstrates or describes	Category	Assign points
…extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Superior	4
…clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	3
…fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	2
…little competency, minimal capability, an inadequate approach to the subject area, infeasible or ineffective solutions, somewhat unclear, incomplete or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	1
…a significant or complete lack of understanding, an incomprehensible approach, a significant or complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0

3 Application Programmatic Point Values

- The maximum score for the Programmatic portion of the Application is 316 points.
- The minimum score to be eligible for award recommendation is 253 points.

SCORING SUMMARY SHEET

Programmatic Criteria: Implementation or Expansion		Maximum Points	Points Assigned
Criteria 1: Statement of the Problem			
1	Statement of the Problem	64	
Criteria 2: Project Design and Implementation			
2A	Planning Council or Committee	24	
2B	Strategic Plan	96	
2C	Service Strategies	16	
Criteria 3: Performance Measures			
3	Performance Measures	12	
Criteria 4: Capability and Experience			
4	Capability and Experience	20	
Criteria 5: Evaluation and Sustainability			
5A	Evaluation	60	
5B	Sustainability	24	
	Total	**316**	

Criteria 1: Statement of the Problem			
Tab 3 - RFA References: Section B.4.3			**Max Score: 64**
How well does the application describe the problem to be addressed by the proposed project?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The Applicant's approach of the problem the project will address, including local and state data and appropriate trend analysis.	4		
2. The application demonstrates the project's geographic environment socioeconomic factors and community concerns, sufficient to support selection of the Target Population.	4		
3. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including the screening and assessment process used to identify the Target Population.	4		
4. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including the percentage of persons admitted with a mental illness, substance use disorder, or co-occurring disorders that supports the selection of the Target Population.	4		
5. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including identification of describe contributing factors that affect population trends in the county jail or juvenile detention center.	4		
6. The application demonstrates an analysis of the current population of the jail or juvenile detention center, including data and a descriptive narrative that delineates the specific factors that put the Target Population at-risk of entering or re-entering the criminal or juvenile justice systems.	4		
7. The application demonstrates a reasonable projected number of individuals to be served.	4		
8. The application demonstrates how the needs identified are consistent with the priorities of the Strategic Plan.	4		
Total Assigned Score (out of 32) x 2 = (max score 64)			

Criteria 2: Project Design and Implementation
Sub Criteria 2A: Planning Council or Committee

Tab 4; RFA References: *Section A.3 and B.4.4,*
Standard Contract Part 2: *A.1.1.3, C.1.2.2*
APPENDIX K - CJMHSA Reinvestment Grant Planning Council Or Committee

Max Score: 24

How well does the application describe the planning council or committee?

Consideration	Max Score	Assigned Score	Notes/Comments
1. The application demonstrates compliance with § 394.657(2)(a), F.S., and clearly identifies the role of each member as stakeholder, consumer, etc.	4		
2. The application demonstrates capability to perform the activity of the Planning council, including the frequency of meetings for the previous 12 months and future scheduling of meetings.	4		
Total Assigned Score (out of 8) x 3 = (max score 24)			

Criteria 2: Project Design and Implementation Sub Criteria 2B: Strategic Plan			
Tab 4; RFA References: *Section, B.4.5.5.1, B.4.4.3, and Appendix A– Strategic Plan Format* ***Max* Score: 96**			
How well does the application describe the Strategic Plan?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates a current Strategic Plan identifying project goals, strategies, milestones and key activities and at least one objective specified in **Section A-2.3.**	4		
2. The application demonstrates a current Strategic Plan identifying an organization or key stakeholder responsible for each task or key activity and a proposed completion date for each.	4		
3. The application demonstrates a current Strategic Plan addressing participation of the planning council or committee.	4		
4. The application demonstrates a current Strategic Plan addressing communication amongst agencies and organizations involved throughout the lifetime of the project, detailing the frequency of planned meetings, and the decision-making process to ensure successful implementation.	4		
5. The application demonstrates a current Strategic Plan addressing screening of potential participants and tailored, validated needs-based assessments, including criteria to be used and specific screening tool(s) specific to the Target Population or the process by which tool(s) will be selected.	4		
6. The application demonstrates a current Strategic Plan addressing care coordination to increase access to behavioral health treatment and support services and ancillary social services (i.e., housing, primary care; benefits, etc.);	4		
7. The application demonstrates a current Strategic Plan addressing law enforcement assessment of their current process at intercept points, capacity, and how the proposed project will implement or expand diversion initiatives.	4		

8. The application demonstrates the status of the Strategic Plan, including implementation, Sequential Intercept Mapping, date of last review or update for the proposed Target Population, and identifying challenges or barriers to implementation.	4		
Total Assigned Score (out of 32) x 3 = (max score 96)			

Criteria 2: Project Design and Implementation Sub Criteria 2C: Service Strategies			
Tab 4; RFA References: *Section B.4.4.3.7, and Appendix A– Strategic Plan Format* **Max Score: 16**			
How well are the strategies the Applicant intends to use to serve the Target Population described?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates services and supervision methods to be applied in addressing diversion of the Target Population from arrest, prosecution, or incarceration to treatment and support services.	4		
2. The application demonstrates interventions addressing the proposed Project objectives for the Target Population and the goals of the Strategic Plan.	4		
Total Assigned Score (out of 8) x 2 = (max score 16)			

Criteria 3: Performance Measures			
Tab 4; RFA References: *Section B.4.4.4*			**Max Score: 12**
How well does the application describe how performance under the grant will be measured?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates monitoring of grant activities to determine achievement of performance measures specified in **Section B.4.4.4**, including the process and standards for data collection, analysis, distribution and quality assurance.	4		
2. The application demonstrates targets and methodologies addressing the performance measures specified in **Section B.4.4.4**.	4		
3. The application demonstrates at least one additional performance measure unique to the tasks outlined in the application, including proposed targets and methodologies.	4		
Total Assigned Score (out of 12) x 1 = (max score 12)			

Criteria 4: Capability and Experience			
Tabs 3 & 5; RFA References: *Section B.4.5.2*			**Max Score: 20**
How well does the application describe the Applicant's capability and experience in providing similar services?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates the capabilities and experience of the Applicant and other participating organizations, including law enforcement agencies, sufficient to meet the objectives detailed in this RFA.	4		
2. The application demonstrates the organization's capacity to implement the proposed project.	4		
3. The application demonstrates the role of advocates, family members, responsible partners, and other community stakeholders represented on the Planning Council and how they will support the project's objectives.	4		
4. The application outlines proposed staffing, including the Project Director, key personnel, and subcontractors who will participate in the project, including the role of each and their level of effort and qualifications.	4		
5. The application explains the responsibilities of each participating organization and how the Applicant proposes to fill staff positions and select subcontractors.	4		
Total Assigned Score (out of 20) x 1 = (max score 20)			

Criteria 5: Evaluation and Sustainability Sub Criteria 5A: Evaluation			
Tab 5; RFA References: *Section B.4.5.7.1*			**Max Score: 60**
How well does the application describe the Evaluation process?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates how the project's effectiveness will be validated, including assessments of planning or implementation outcomes.	4		
2. The application demonstrates the process for defining and measuring variables like stakeholder support and service coordination outlined.	4		
3. The application demonstrates the process for measuring project effectiveness in promoting public safety, reduction of recidivism and access to services and supports.	4		
4. The application demonstrates the process for measuring project effectiveness in reducing expenditures associated with the incarceration of the Target Population, including a methodology to measure the service outcomes and corresponding savings or averted costs.	4		
5. The application demonstrates how the proposed initiative will reduce the number of individuals judicially committed to a state mental health treatment facility.	4		
Total Assigned Score (out of 20) x 3 = (max score 60)			

Criteria 5: Evaluation and Sustainability Sub Criteria 5B: Sustainability			
Tab 5; RFA References: *Section B.4.5.7.3,*			**Max Score: 24**
How well does the application address sustainability of the project?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The application demonstrates strategies to preserve and enhance the project services, systems and collaborations after the end of the requested grant award.	4		
2. Applicants should clearly describe how partnerships, funding mechanisms, and reinvestment strategies will be used to sustain services or systems after the grant period; aspirational statements without an implementation pathway may receive lower scores.	4		
Total Assigned Score (out of 8) x 3 = (max score 24)			

Appendix R - Financial Evaluation Manual

State of Florida
Department of Children and Families

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
MYFLFAMILIES.COM

DCF RFA 2526 024
Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant

Applicant: _____

Evaluator: _____

Signature: _____

Date: _____

1 GENERAL INSTRUCTIONS

1.1 Each evaluator has been provided a copy of the RFA, including its appendices, any RFA addenda, and applicant written inquiries and the written responses provided by the Department. Each evaluator will also be provided with a copy of each application submitted to the Department. which should be evaluated and scored according to the instructions provided in the solicitation and the evaluation manual.

1.2 Each financial evaluator will evaluate only Criteria 6 for all applications that pass the mandatory criteria. Each criterion must be scored.

1.3 Each evaluator shall assign a score based upon his or her assessment of the application. Scoring must reflect the evaluator's independent evaluation of the application to each criterion. Fractional values or missing scores will not be accepted. If an evaluator's score sheet is not complete, it will be returned for completion.

1.4 When completing score sheets, evaluators should record references to the sections of Request for Applications (RFA) and the written application materials which most directly pertain to the criterion and upon which their scores were based. More than one section may be recorded. Evaluators should not attempt an exhaustive documentation of every bit of information considered but only key information. In general, the reference statements should be brief. If the application does not address an evaluation criterion, evaluators should indicate "not addressed" and score it accordingly.

1.5 Applications shall be independently scored by each member of the evaluation team. No collaboration is permitted during the scoring process. The same scoring principles must be applied to every application received, independent of other evaluators. Evaluators should work carefully to be as thorough as possible in order to ensure a fair and open competitive procurement. No attempt by Department personnel or others, including other evaluators, to influence an evaluator's scoring shall be tolerated.

1.6 If any attempt is made to influence an evaluator, the evaluator must immediately report the incident to the Procurement Officer. If such an attempt is made by the Procurement Officer, the evaluator must immediately report the incident to the Inspector General.

1.7 Only the score sheets provided should be used. No additional notes or marks should appear elsewhere in the evaluation manual.

1.8 Evaluators may request assistance in understanding evaluation criteria and applications only from the Procurement Officer.

1.9 Questions related to the solicitation and the evaluations of the application should be directed only to:

E-Mail Address: Joshua.Burns@myflfamilies.com , CC hqw.procurement.team.activities@myflfamilies.com

1.10 After the evaluator has completed scoring each application, submit scores to the Procurement Officer. The Procurement Officer will average the total point scores by each evaluator to calculate the points awarded for each criterion.

2 QUALITATIVE CRITERIA

2.1 Evaluators shall assign scores to each of the applications received by the Department based on the considerations detailed for each criterion.

2.2 The assignment of an individual score must be based upon the following description of the

point scores, unless otherwise noted for a specific criterion:

The application demonstrates or describes	Category	Assign points
…extensive competency, proven capabilities, an outstanding approach to the subject area, innovative, practical and effective solutions, a clear and complete understanding of inter-relationships, full responsiveness, a clear and comprehensive understanding of the requirements and planning for the unforeseen.	Superior	4
…clear competency, consistent capability, a reasoned approach to the subject area, feasible solutions, a generally clear and complete description of inter-relationships, extensive but incomplete responsiveness and a sound understanding of the requirements.	Good	3
…fundamental competency, adequate capability, a basic approach to the subject area, apparently feasible but somewhat unclear solutions, a weak description of inter-relationships in some areas, partial responsiveness, a fair understanding of the requirements and a lack of staff experience and skills in some areas.	Adequate	2
…little competency, minimal capability, an inadequate approach to the subject area, infeasible or ineffective solutions, somewhat unclear, incomplete or non-responsive, a lack of understanding of the requirements and a lack of demonstrated experience and skills.	Poor	1
…a significant or complete lack of understanding, an incomprehensible approach, a significant or complete lack of skill and experience and extensive non-responsiveness.	Insufficient	0

3 CRITERION 6 POINT VALUES

The maximum score for Criterion 6 is 64 points.

SCORING SUMMARY SHEET

Criterion 6		Maximum Points	Points Assigned
1	Budget Summary and Narrative	32	
2	Line-Item Budget	32	
	Total	**64**	

Criteria 1: Budget Summary and Narrative			
Tab 9; RFA References: *Section B.4.8 and Appendix G – Budget Instructions*		**Max Score: 32**	
Does the proposed budget demonstrate the applicant's ability to provide services within the allocated funding for each state fiscal year and are costs reasonable, allowable and necessary?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
3. The budget demonstrates a summary of the costs associated with the provision of services for the state fiscal year(s) of the potential contract (one state fiscal year for planning, three state fiscal years for implementation). For implementation grants, the application explains and justifies any changes in cost from one fiscal year to the next.	4		
4. The budget demonstrates **reasonable** proposed costs associated with the provision of services for each state fiscal year.	4		
5. The budget demonstrates **allowable** proposed costs associated with the provision of services that are for each state fiscal year.	4		
6. The budget demonstrates **necessary** proposed costs associated with the provision of services are for each state fiscal year.	4		
Total Assigned Score (out of 16) x 2 = (max score 32)			

Criteria 2: Line-Item Budget			
Tab 9; RFA References: *Section B.4.8 and Appendix G – Budget Instructions*		**Max Score: 32**	
Do the proposed budget line items demonstrate a reasonable approach to funding the provision of services outlined in the RFA?			
Consideration	**Max Score**	**Assigned Score**	**Notes/Comments**
1. The budget demonstrates a reasonable percentage of the total cost for **salaries**.	4		
2. The budget demonstrates a reasonable percentage of the total cost for **fringe benefits**.	4		
3. The budget demonstrates a reasonable percentage of the total cost for **all other direct service costs.**	4		
4. The budget includes a line-item budget for each proposed subcontracted service that includes reasonable costs for the services to be subcontracted.	4		
Total Assigned Score (out of 16) x 2 = (max score 32)			

APPENDIX S
STANDARD CONTRACT PART 1

See attached documents.

APPENDIX T
STANDARD CONTRACT PART 2

See attached documents.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN'S SIGNATURE TO THE APPLICATION AND OTHER FUNDING-RELATED DOCUMENTS TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES UNDER THE CRIMINAL JUSTICE, SUBSTANCE ABUSE, MENTAL HEALTH REINVESTMENT GRANT PROGRAM FOR THE PROPOSED PLANNING GRANT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hernando County ("County") is proposing a project named the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program Planning Grant ("Project") to the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to apply for Project funding through the Florida Department of Children and Families in anticipation of Project approval under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to request $22,810 in funding, subject to an award from the Florida Department of Children and Families under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, the Board of County Commissioners of Hernando County desires to enter into an agreement to participate with the Florida Department of Children and Families for the Project under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, in order for the County to enter into and submit such applications and because the application requires the applicant's signature upon submission, the Chairman of the Board of County Commissioners should be authorized to execute designated applications and other funding-related documents as may be requested by the Florida Department of Children and Families.

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

Section 1. Incorporated Whereas Clauses. The foregoing Whereas clauses are true and correct and are hereby incorporated herein by reference.

Section 2. Findings. The Board of County Commissioners of Hernando County, Florida, finds and determines that it is in the best interest of to apply for funding from the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program for the Planning Grant Project ("Project").

Section 3. Application Authorization. The Chairman is hereby authorized to sign and the application on behalf of Hernando County to the Florida Department of Children and Families for funding, as described above, and is further authorized to execute other funding-related documents as may be requested by the Florida Department of Children and Families.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

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: _____
County Attorney's Office

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

Grant Application

Florida Department of Children and Families

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program

DCF RFA 2526 024

Hernando County Board of County Commissioners
CJMHSA Reinvestment Planning Grant
DCF RFA 2526 024

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APPENDIX C - COVER PAGE FOR GRANT APPLICATION

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

PROPOSAL INFORMATION			
Type of Grant:	☒ Planning Grant ☐ Implementation or Expansion Grant		
Project Title:	Hernando County Planning Grant		
County(ies):	Hernando		
Preferred Project Start Date:	07/01/2026		
APPLICANT INFORMATION			
Type of Applicant:	☒ County Government; ☐ Consortium of Counties; ☐ Managing Entity; ☐ NFP Community Provider; ☐ Law Enforcement Agency		
Applicant Organization Name:	Hernando County Board of County Commissioners		
FEID#:	591155275	UEI#:	MWKBKNTZ9SW7
Contact Name & Title:	Casey Stepp, Grant Writer		
Street Address:	15470 Flight Path Dr		
City, State and Zip Code:	Brooksville, FL 34604		
Email:	cstepp@co.hernando.fl.us		
Phone:	352-754-4020 ext 24161		
ADDITIONAL CONTACT			
Participating Organization Name:	Hernando County Board of County Commissioners		
Contact Name & Title:	Erin Kluis Briggs, Grants Manager		
Street Address	15470 Flight Path Dr		
City, State and Zip Code:	Brooksville, FL 34604		
Email:	ebriggs@co.hernando.fl.us		
Phone:	352-754-4020 X24148		

FUNDING REQUEST AND MATCHING FUNDS		
	Total Grant Funds Requested	Total Matching Funds
Program Year 1:	$ 22,810	$ 22,827
Program Year 2:		
Program Year 3:		
Total Project Cost:	$ 22,810	$ 22,827

CERTIFYING OFFICIAL	
Certifying Official's Signature:	
Certifying Official's Name (printed):	Jerry Campbell
Title:	Chairman
Date:	

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN'S SIGNATURE ON THE APPLICATION AND OTHER FUNDING-RELATED DOCUMENTS TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES UNDER THE CRIMINAL JUSTICE, SUBSTANCE ABUSE, MENTAL HEALTH REINVESTMENT GRANT PROGRAM FOR THE PROPOSED PLANNING GRANT PROJECT; AUTHORIZING THE DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES TO SIGN ANY FUTURE DOCUMENTATION REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hernando County ("County") is proposing a project named the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program Planning Grant ("Project") to the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to apply for Project funding through the Florida Department of Children and Families in anticipation of Project approval under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to request $22,810 in funding, subject to an award from the Florida Department of Children and Families under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, the Board of County Commissioners of Hernando County desires to enter into an agreement to participate with the Florida Department of Children and Families for the Project under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, in order for the County to enter into and submit such applications and because the application requires the applicant's signature upon submission, the Chairman of the Board of County Commissioners should be authorized to execute designated applications and other funding-related documents as may be requested by the Florida Department of Children and Families.

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

Section 1. Incorporated Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Findings. The Board of County Commissioners of Hernando County, Florida, finds and determines that it is in the best interest of to apply for funding from the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program for the Planning Grant Project ("Project").

Section 3. Application Authorization. The Chairman is hereby authorized to sign the application on behalf of Hernando County to the Florida Department of Children and Families for funding, as described above, and is further authorized to execute other funding-related documents as may be requested by the Florida Department of Children and Families.

Section 4. Signature Authorization. Following the initial application, the Director of Procurement & Strategic Initiatives is hereby designated as the Authorized Representative to sign and submit any other documentation required by the Florida Department of Children and Families related to this Project. Any such documents will require ratification by the Board of County Commissioners.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

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: _____
County Attorney's Office

APPENDIX N: RESPONDENT'S CERTIFICATIONS

CERTIFICATIONS		
MASTER CERTIFICATION		
As the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent, Hernando County Board of County Commisserions (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of Solicitation # 2525 024 (the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.		
Check the applicable box next to the title to each certification:		
True	**False**	
X		**a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document**
X		**b. Statement of No Prohibited Involvement**
X		**c. Statement Non-Collusion**
X		**d. Certification Regarding Subcontractors**
X		**e. Certification Regarding Prior Contractual Obligations**
X		**f. Certification of Representations per Sections 287.133, and 287.134, F.S.**
The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."		
Signature of Authorized Representative:		Date:
a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Respondent's Response submitted in response to the Department of Children and Families Request for Responses (the Solicitation) is binding on the Respondent in accordance with the terms of the Solicitation. If awarded any Contract as a result of the Solicitation, the Respondent will comply with the specifications, terms, and conditions stated in the Solicitation and the Contract document.		
b. Statement of No Prohibited Involvement		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a Contract as described in §287.057(19)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent Contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.		

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY
County Attorney's Office

c. Statement of Non-Collusion

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Solicitation as principals are named therein, that the Respondent's Response is made without collusion with any other Respondent.

d. Certification Regarding Subcontractors

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent's agreement that by submitting a Response to this Solicitation, the Respondent waives any exclusivity provision in its subcontractor agreements.

e. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent has not:

(1) Failed to correct any unsatisfactory performance in a previous Contract to the satisfaction of any Agency or eligible user;

(2) Had a Contract terminated by any Agency or eligible user for cause; or

(3) Failed to sign a Contract awarded by any Agency.

f. Certification of Representations Per Sections §287.135, 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to §287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to §287.134, F.S, and, if federal funds are used, the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as listed in the System for Award Management (SAM), in accordance with 2 CFR Part 180 and Part 200.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of §287 and §295, F.S., provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, Responses, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Respondents; however, a Respondent waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, Response or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Respondent,
Hernando County Board of County Commisserions **(legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of the Solicitation** 2526 024 **(the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.**

Check the box next to the title to each certification that is true:	
	g. Certification of a Certified Minority Business Enterprise
	h. Certification of a Certified Veteran Business Enterprise
	i. Certification of a Florida Business
	j. Certification of a Foreign Manufacturer with a Factory in Florida
X	**k. Certification of a Drug Free Workplace**

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:

g. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, Florida Statutes.

h. Certification of a Florida Certified Veteran Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with §295.187, Florida Statutes.

i. Certification of a Florida Business

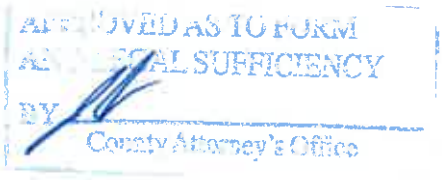
By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.084, Florida Statutes.

j. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, Florida Statutes.

k. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent currently maintains a drug-free workplace environment in accordance with §287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.



APPENDIX D - STATEMENT OF MANDATORY ASSURANCES

		Initial
A.	**Infrastructure:** The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation.	
B.	**Site Visits:** The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department.	
C.	**Non-discrimination:** The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meets the requirements of 28 CFR 42.301.	
D.	**Lobbying:** The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed $100,000 in total costs (45 CFR Part 93).	
E.	**Drug-Free Workplace Requirements:** The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.	
F.	**Smoke-Free Workplace Requirements:** Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.	
G.	**Compliance and Performance:** The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds.	
H.	**Certification of Non-supplanting:** The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed.	

I.	**Submission of Data:** The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation.	
J.	**Submission of Reports:** The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department.	

Appendix I - MATCH SUMMARY

(for the entire grant period)

Date - 04/22/2026

County - Hernando County

Type of Grant - Planning

Match Requirement Percentage - 100%

Total Match Required for the Grant $ 22,810

Match Committed:

Cash	$ 840
In-Kind	$ 21,987
Total	$ 22,827

Comments:

Prepared By Casey Stepp, Grant Writer

Approved By _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY County Attorney's Office

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County

FROM: (donor name) Hernando County Board of County Commisserions

ADDRESS: 15470 Flight Path Dr, Brooksville, FL 34604

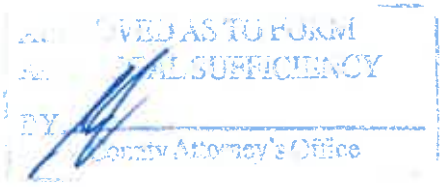
The following ___ space, ___ equipment, ___ goods or supplies, and X services, are donated to the County _____ permanently (title passes to the County) _____ temporarily (title is retained by the donor), for the period 07/01/2026 to 06/30/2027.

Description and Basis for Valuation (See next page)

Description	Value
(1) Salary - in kind	$ 3,273
(2) Fringe Benefits - in kind	$ 982
(3) Travel - in kind	$ 500
(4) Administrative Costs - in kind	$ 2,281
	TOTAL VALUE $ 7,036

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

(Donor Signature) (Date) (County Designee Signature) (Date)



Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $_____
   or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $_____

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization: $55.55/hr @ 59 hrs during 12 month period of performance
   Annual Salary Number of hours 2080 X to be provided = $3,273
2. Volunteer -- Comparable annual salary $ _____
   Annual Salary Number of hours 2080 X to be provided = $_____

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County Board of County Commissioners

FROM: (donor name) BayCare Behavioral Health, Inc.

ADDRESS: 7809 Massachusetts Avenue, New Port Richey, FL 34653

The following ___ space, ___ equipment, ___ goods or supplies, and _X_ services, are donated to the County _____ permanently (title passes to the County) _____ temporarily (title is retained by the donor), for the period 07/01/2026 to 09/30/2027.

Description and Basis for Valuation (See next page)

Description	Value
(1) In Kind FTE (6) Salary	$6,527
(2) In Kind Fringe Benefits	$1,765
(3)	$
(4)	$
	TOTAL VALUE $ 8,292

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

4/14/2026

(Donor Signature) (Date) (County Designee Signature) (Date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
County Attorney's Office

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County

FROM: (donor name) Hernando Community Coalition

ADDRESS: 13001 Spring Hill Drive, Spring Hill, FL 34609

The following ___ space, __XX__ equipment, __XX__ goods or supplies, and __XX__ services, are donated to the County _____ permanently (title passes to the County) temporarily (title is retained by the donor), for the period ___ to _.

Description and Basis for Valuation (See next page)

Description	Value
(1) Personnel	$2072
(2) Equipment	$2550
(3) Supplies	$1093
(4) Staff Travel	$945
(5) Cash	$840.00
	TOTAL VALUE $7500.00

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Susan J Watts

(Donor Signature) (Date) (County Designee Signature) (Date)

4/10/2026

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $3900.00
   or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $2550.00

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization:
   Annual Salary Number of hours 2080 X to be provided = $_____
2. Volunteer -- Comparable annual salary $ _____
   Annual Salary Number of hours 2080 32 to be provided = $2072.00

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $_____
      or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $_____

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization:
   Annual Salary Number of hours 2080 X to be provided = $8,292
2. Volunteer – Comparable annual salary $_____
   Annual Salary Number of hours 2080 X to be provided = $_____

TAB 3: Statement of the Problem

4.3.1.1. Description of the Problem

Hernando County is facing significant behavioral health and criminal justice challenges closely tied to substance abuse and mental health disorders, particularly among the population of young adults ages 18–25. Many individuals in this age group are living with untreated mental health conditions, substance use disorders, or co-occurring conditions and are either already involved in or at risk of entering the justice system. Contributing factors include housing instability, poverty, gaps in insurance coverage, and limited access to care.

Access to services is affected by the County's geographic layout due to its mix of suburban and rural communities, making public transit options limited in both coverage and scheduling, creating barriers for low-income individuals seeking consistent care. As a result, many residents, particularly those without reliable transportation, delay treatment and rely on emergency departments and law enforcement during times of crisis.

Data from the Florida Department of Health Community Health Assessment indicates sustained demand for behavioral health services in Hernando County. Rates of involuntary examinations under the Baker Act remain elevated, and emergency department utilization for mental health concerns exceeded 100 visits per 1,000 residents in 2025.[1] These trends reflect a system that relies heavily on crisis response rather than prevention and ongoing treatment.

National data from the Substance Abuse and Mental Health Services Administration and the Bureau of Justice Statistics indicates that substance use is a major driver for justice system involvement, nearly two-thirds of individuals in jail have a substance use disorder, a pattern reflected locally.[2/3] Hernando County records approximately 700–750 drug-related arrests annually, along with more than 2,000 property crime incidents, particularly larceny and theft. These offenses are often associated with underlying substance use and economic instability.[4]

Many individuals with behavioral health needs are not identified early in their interaction with first responders. Stigma and inconsistent screening and assessment practices contribute to under-identification at initial points of contact. Without standardized tools and timely clinical evaluation, individuals may not be connected to appropriate services, limiting opportunities for diversion and increasing the likelihood of worsening symptoms while in custody.

Barriers persist after release from incarceration. Limited availability of community-based providers, lack of insurance, transportation challenges, and gaps in coordination between correctional and community systems affect access to care. Without effective discharge planning, including medication continuity, direct linkage to services, and case management, individuals often struggle to engage in treatment. In addition, the County has a limited number of residential treatment beds, with only 128 beds across three facilities, making it difficult to offer alternatives to incarceration for individuals who need a higher level of care. These facilities not only service Hernando County residents but anyone in need of treatment across all ages. This contributes to relapses, probation violations, and re-arrest, reinforcing ongoing involvement with the justice system.

The experience of incarceration itself can also make untreated mental health conditions and substance use disorders worse. Time in custody often disrupts support systems and increases stress, which can intensify existing mental health conditions or trigger new ones. While some services are available in the jail, funding and staffing limitations restrict access to comprehensive care, including timely psychiatric services and substance use treatment.

National estimates suggest that approximately 40–45% of individuals in jail have a mental health or substance use disorder, and local data reflect similar trends.[1] Findings from the 2025 Hernando County Community Health Assessment[1] highlight the extent of need within the jail population:

- 1,406 inmates reported a history of mental health treatment at intake
- 17.86% require psychotropic medications
- 3,453 individuals participated in substance use programming while incarcerated
- 20 individuals required transfer to state psychiatric hospitals for more intensive care

These figures reflect the extent of behavioral health needs being managed within a correctional setting rather than through coordinated, community-based care. Detention center staff routinely supervise individuals with serious mental illness, substance use disorders, and co-occurring conditions, many of whom require ongoing clinical

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[1] Florida Department of Health, *Hernando County Community Health Assessment*, with data derived from the Hernando County Detention Center and WellFlorida Council, 2025.
[2] Substance Abuse and Mental Health Services Administration. *Behavioral Health and Criminal Justice System Data.*
[3] Bureau of Justice Statistics. *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates.* U.S. Department of Justice.
[4] Florida Department of Law Enforcement. *Uniform Crime Reports (UCR) – County and Municipal Arrest Data; Crime in Florida Annual Reports.* https://www.fdle.state.fl.us/CJAB/UCR/Annual-Reports/UCR-Arrest-Data.aspx

support. Addressing these needs requires specialized training, coordination with behavioral health providers, and access to clinical resources that are often limited in a correctional environment.

Hernando County operates specialty court programs—including Adult Drug Court, Mental Health Court, and Youth Court—to divert individuals with behavioral health needs into treatment through supervision, case management, and counseling. However, capacity is limited, participation among young adults is low, and many individuals have co-occurring conditions that require more comprehensive care. Barriers such as provider shortages, waitlists, and gaps in coordination further limit effectiveness. As a result, these programs have not yet reduced justice system involvement on a measurable scale, highlighting the need to expand capacity, improve access to treatment, and strengthen system coordination.

As illustrated in Figure I, suicide rates among individuals ages 18–25 fluctuate over time and periodically exceed the state average. Increases in recent years, particularly between 2021 and 2024, indicate periods of heightened need. While some years show improvement, the overall pattern reflects ongoing instability and gaps in access to timely, consistent care.

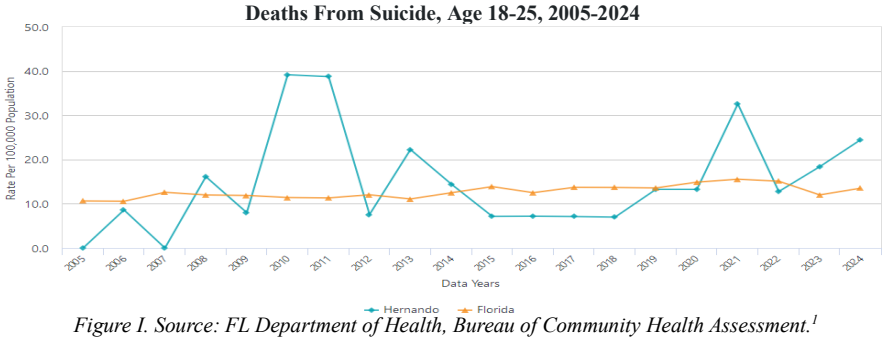

Figure I. Source: FL Department of Health, Bureau of Community Health Assessment.[1]

These trends indicate ongoing system strain and continued reliance on crisis response and highlight the link between unmet behavioral health needs and increased involvement in the justice system, underscoring the importance of early intervention, expanded diversion, and stronger coordination between behavioral health and criminal justice partners.

Statewide data show a steady increase in involuntary mental health examinations under the Baker Act, with similar patterns observed in Hernando County. Locally, crisis response calls, emergency department visits, and law enforcement encounters involving individuals in psychiatric distress have all increased. Young adults ages 18–24 consistently account for approximately 9% to 10.5% of these cases, indicating continued reliance on crisis systems within this population and a need for expanded stabilization and diversion options.[7]

Hernando County's single detention facility, operated by the Sheriff's Office, has a capacity of approximately 812 inmates and continues to experience pressure related to behavioral health needs. A significant share of individuals entering the facility present with mental health conditions, substance use disorders, or co-occurring conditions, reflecting a high level of need within the justice-involved population.

National data from the Bureau of Justice Statistics indicates up to 65% of individuals in jail meet criteria for drug or alcohol dependence, with nearly two-thirds having a substance use disorder.[5] Among individuals with serious mental illness, co-occurring substance use is even more common, affecting approximately 70%, according to the Council of State Governments Justice Center.[6] Despite the prevalence of these conditions, access to treatment remains limited, and only a small percentage of individuals receive substance use services while incarcerated, leaving many needs unaddressed.

Across Florida, many justice-involved individuals have behavioral health conditions but do not receive timely or consistent care during incarceration or after release. Although CJMHSA efforts emphasize screening, assessment, and linkage to treatment, gaps persist in coordination, planning, and continuity of care at the local level. A structured planning process would allow Hernando County to assess existing services, identify barriers, and work with corrections, behavioral health providers, and community organizations to strengthen protocols for screening, diversion, reentry planning, and connection to community-based care.

Substance use continues to play a major role in justice system involvement. Arrests for drug possession, theft, disorderly conduct, and probation violations are often associated with underlying behavioral health needs. Data from

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[5] National Institute of Justice; National Drug Court Institute, *Painting the Current Picture: A National Report on Drug Courts*; Urban Institute, drug court evaluation studies.

[6] Council of State Governments Justice Center. *Substance Addiction and Co-Occurring Disorders in the Justice System.*

the Florida Department of Law Enforcement show that Hernando County records hundreds of drug-related arrests each year, while property crimes, particularly larceny and theft, remain among the most common offenses, exceeding 2,000 incidents annually.[7/8] For many individuals, these offenses are tied to unmet treatment needs and economic instability.

Limited access to treatment contributes to repeated arrests and incarceration. This pattern places ongoing strain on law enforcement and correctional systems without addressing underlying needs. According to the Florida Department of Health Community Health Assessment, approximately 28.1% of individuals released from incarceration in Hernando County return within three years, which is on the higher end of the state range of 20–30%.[1] This reflects gaps in treatment access, reentry support, and system coordination.

Law enforcement is often the first point of contact during a behavioral health crisis, yet not all encounters involve specialized training in de-escalation or crisis response. Situations that could be stabilized through treatment may instead result in arrest. Individuals with untreated mental health conditions are more likely to experience repeated law enforcement contact, probation violations, missed court appearances, and extended time in custody. These patterns point to the need for expanded training, stronger cross-system partnerships, and additional diversion options.

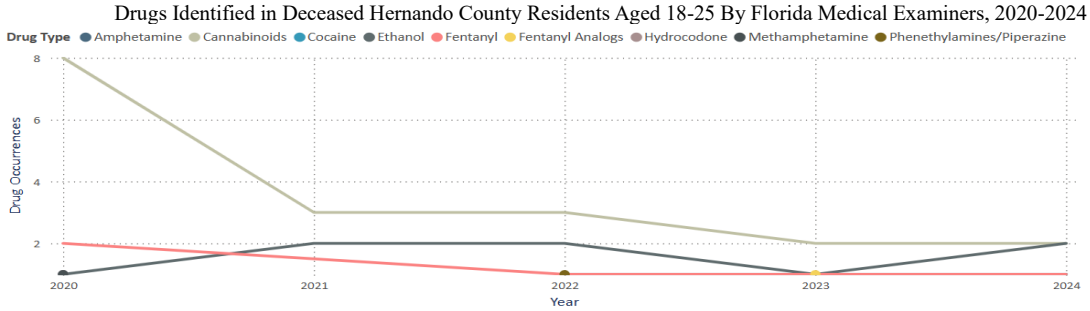

Figure II. FL Department of Law Enforcement, MEC Drugs Identified in Deceased Persons Report Dashboard.

As shown in Figure II, overall reported substance-related occurrences have declined since 2020, largely due to reductions in cannabinoid-related incidents and statutory changes in the State of Florida. However, methamphetamine and fentanyl have remained consistently present, indicating ongoing risk. This pattern supports the need for targeted treatment and intervention strategies focused on high-risk substances. It also reflects broader behavioral health challenges shaped by underlying social and economic factors that affect access to care and long-term stability.

Several social and economic factors continue to shape the intersection of behavioral health and criminal justice involvement in Hernando County. Limited access to affordable healthcare, poverty, housing instability, trauma, insurance gaps, and stigma surrounding mental health treatment all contribute to delayed or inconsistent care. These barriers often prevent individuals from receiving support early, increasing the likelihood that needs escalating to a crisis level and resulting in law enforcement contact.

When behavioral health needs go untreated, the impact on the local system is substantial. National data from the Bureau of Justice Statistics and the Council of State Governments Justice Center show that individuals with mental health conditions tend to remain in jail longer, incur two to three times higher medical and psychiatric costs while incarcerated, and are more likely to return to the justice system, particularly when substance use is also involved.[9/6] Placing a sustained pressure on law enforcement, courts, and detention staff while increasing costs and worsening outcomes.

Information from the Hernando County Detention Center, supported by national benchmarks from the National Institute on Drug Abuse[10], indicates that a significant portion of individuals entering jail have behavioral health needs. Approximately 18% of inmates are currently prescribed psychotropic medications, indicating diagnosed mental health conditions. More broadly, it is estimated that 40–45% have a mental illness, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions.[9] These figures demonstrate the extent to which the jail is managing needs that would be more effectively addressed through community-based treatment and support.

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[7] University of South Florida. *Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).*
[8] Hernando County Sheriff's Office, Detention Center reports. (2026).
[9] Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates.*
[10] National Institute on Drug Abuse (NIDA). *Criminal Justice DrugFacts.* National Institutes of Health, U.S. Department of Health and Human Services.

Hernando County's demographic and economic conditions further contribute to these challenges. The County has an estimated population of approximately 222,900 and includes a mix of suburban and rural communities. It also has a relatively older population, with a median age of approximately 47.[11] Although young adults under 25 represent a smaller share of the population, they remain a high-need group for behavioral health and justice involvement.[12]

Economic factors also play a significant role. According to the Tampa Bay Regional Planning Council, median household income across the region is approximately $77,000, compared to about $60,600 in Hernando County, highlighting a notable disparity.[13] An estimated 10–12% of residents live below the federal poverty level, and many working households fall within the ALICE (Asset Limited, Income Constrained, Employed) population, meaning they remain unable to meet basic needs despite employment. Lower educational attainment and a workforce concentrated in service-based industries further limit access to stable, higher-wage employment.[14]

Access to healthcare remains a major barrier, particularly for uninsured residents. Across Florida, uninsured individuals are significantly less likely to receive mental health or substance use treatment and more likely to report unmet needs. Without coverage, the cost of therapy, medication, and specialized treatment can be prohibitive, often leading individuals to delay care until conditions worsen and crisis response systems are needed.[1]

Local system data further illustrate these access challenges. As shown in Figures III and IV, while most young adults have some form of insurance coverage, nearly one in five remain uninsured, and reliance on public coverage has declined. This suggests continued barriers to affordable care for this age group. According to the Florida Department of Health and Florida HealthCHARTS, Hernando County's incarceration rate is also higher than the state average, approximately 3.2 per 1,000 residents compared to 2.5 statewide, with jail admissions and recidivism remaining ongoing concerns.[1]

Health Insurance Status of Non-Institutionalized Florida Residents Aged 19-25, 2022-2024

Year	Total Age 19-25 Population		Insured		Uninsured		Public Coverage Alone or in Combination		Private Coverage Alone or in Combination	
	n	%	*n*	%	*n*	%	*n*	%	*n*	%
2024	1,881,478	100%	1,514,563	80.5%	366,915	19.5%	222,918	11.8%	1,332,363	70.8%
2023	1,764,003	100%	1,437,819	81.5%	326,184	18.5%	261,634	14.8%	1,215,882	68.9%
2022	1,820,944	100%	1,479,449	81.2%	341,495	18.8%	268,089	14.7%	1,247,368	68.5%

Figure III – US Census Bureau [12]

Health Insurance Status of Non-Institutionalized Hernando County Residents Aged 19-25, 2022-2024

Year	Total Age 19-25 Population		Insured		Uninsured		Public Coverage Alone or in Combination		Private Coverage Alone or in Combination	
	n	%	*n*	%	*n*	%	*n*	%	*n*	%
2024	13,431	100%	10,917	81.3%	2,514	18.7%	2,200	16.4%	9,091	67.7%
2023	14,396	100%	12,707	88.3%	1,689	11.7%	4,614	32.1%	8,926	62.0%
2022	13,830	100%	11,199	81.0%	2,631	19.0%	1,545	11.2%	9,866	71.3%

Figure IV - U.S. Census Bureau[12]

4.3.1.2 Detention Center Population

The Hernando County Detention Center serves as the County's primary booking, intake, and detention facility for all local law enforcement agencies. It houses adult males and females, as well as juveniles ages 14–17 who are charged or sentenced as adults.[8] The facility has a rated capacity of approximately 812 inmates and typically operates at 80%–85% of that capacity, leaving limited flexibility during peak periods.[15]

As the central point of entry into the justice system, the detention center manages a high volume of admissions, releases, and daily population turnover. This requires continuous coordination across booking, classification, medical, and behavioral health services. Operating near capacity can place strain on staffing, housing assignments, and access to services, particularly during periods of increased arrests or extended lengths of stay. These conditions

[11] Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.
[12] U.S. Census Bureau, American Community Survey 5-Year Estimates (2019–2023), Tables S2301 (Employment Status) and S2403 (Industry), Hernando County, Florida.
[13] Tampa Bay Regional Planning Council (TBRPC), *State of the Region* Indicators Report (2026).
[14] Bureau of Labor Statistics. *Education Pays: Earnings and Unemployment Rates by Educational Attainment.*

can affect the facility's ability to respond efficiently to individuals with complex needs, including those requiring medical attention, behavioral health stabilization, or specialized supervision.

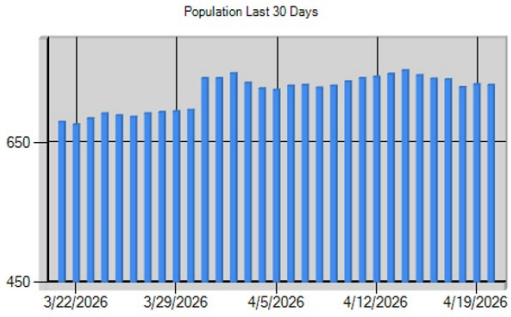

Figure V – From 03/22/2026 – 04/19/2026
Hernando County Detention[15]

Figure V illustrates the daily jail population from March 22, 2026, to April 19, 2026; the jail population has remained steadily elevated recently, with only minor daily fluctuations.

Meeting behavioral health needs in this environment presents ongoing challenges. Medications are generally administered twice daily, which may not align with prescribed treatment schedules and can affect stability for individuals with mental health conditions. In addition, long-term inpatient treatment for mental health or substance use disorders is not available within the facility. Although services are provided, staffing and resource limitations affect the ability to meet the full range of needs among individuals in custody.

These conditions reflect broader national trends. Data from the Bureau of Justice Statistics show that local jails held approximately 657,500 individuals at midyear 2024, with millions of admissions each year.[16] High turnover places continuous pressure on jail operations. At the same time, nearly 70% of individuals in local jails are being held pretrial, awaiting court action rather than serving a sentence, which contributes to longer stays and increased demand on limited resources.[17]

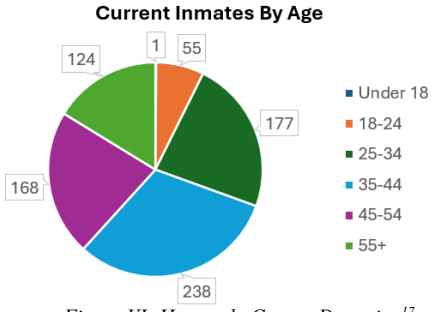

Figure VI -Hernando County Detention[17]

As shown in Figure VI, individuals ages 18–24 account for approximately 13.9% of the current jail population (55 individuals), representing a significant segment and highlighting early entry into the criminal justice system among young adults. This population distribution exists within a system that is consistently operating at high capacity. There is a notable increase in the population percentage in the 25-34 and 35-44 age groups, highlighting the importance of focusing diversion and behavioral health efforts on young adults, to help prevent deeper system involvement and reduce repeat contact with the justice system.[17]

Within this population, behavioral health needs remain both significant and, at times, under-identified. Data from the Bureau of Justice Statistics have long shown that a majority of individuals in jail report mental health concerns, and more recent research continues to reinforce the high level of need and the ongoing gaps in access to care.[17] Locally, this suggests that the true scope of mental health and substance use conditions in the jail may be even greater than what is currently documented. These conditions place added strain on correctional staff, healthcare providers, and community partners, while reinforcing the need for stronger screening, treatment access, and diversion strategies.

The high number of pretrial detainees further complicates this issue. Many individuals remain in custody while awaiting court action, often without timely access to appropriate behavioral health services.[4] Combined with the fast turnover typical of jail populations, this creates a cycle in which individuals move in and out of the system without consistent screening, stabilization, or connection to care. As a result, the jail increasingly functions as a default provider of behavioral health services, despite not being designed or resourced to serve that role.

4.3.1.2.1. Screening & Assessment

Hernando County utilizes a multi-system, coordinated approach to identify adults with mental illness (MI), substance use disorders (SUD), and co-occurring conditions at multiple interception points within the criminal justice continuum. This approach includes collaboration among the Hernando County Sheriff's Office and local law enforcement agencies, the judiciary, the State Attorney's Office, the Public Defender's Office, detention center personnel, behavioral health providers, hospital and emergency department systems, and community-based

[15] Hernando County Sheriff's Office. *Budget and Operational Reports / Inmate Population Data*.
[16] Bureau of Justice Statistics. *Jails Report Series: 2024 Preliminary Data Release.* U.S. Department of Justice.
[17] Bureau of Justice Statistics (2006). *Mental Health Problems of Prison and Jail Inmates.*

organizations. Together, these partners support early identification, screening, assessment, and referral to appropriate treatment and diversion opportunities across the system.

Screening and assessment occur at multiple interception points, including initial law enforcement contact, jail intake, court processing, and within community-based provider settings. At the point of first contact, law enforcement officers trained in Crisis Intervention Team (CIT) protocols conduct observational screening and, when appropriate, divert individuals to crisis services rather than arrest. Individuals meeting criteria for involuntary examination may be referred under the Florida Mental Health Act (Baker Act), while those with substance use impairment may be referred to under the Florida Substance Abuse Impairment Act (Marchman Act). In Hernando County, individuals experiencing acute behavioral health crises are typically transported by law enforcement or emergency medical services to BayCare Behavioral Health or Springbrook Hospital for evaluation and stabilization. This would hold true for those under a Baker Act or Marchman Act.

Despite these diversion efforts, Hernando County has limited local capacity for crisis stabilization and inpatient behavioral health treatment, often requiring individuals to be transferred to facilities in neighboring counties for appropriate levels of care. This reliance on out-of-county placement creates delays in access to services, increases transportation burdens on law enforcement and emergency responders, and disrupts continuity of care.

Community health assessment data from the Florida Department of Health indicate that mental health-related emergency department visit rates reached approximately 86.5 visits per 1,000 population, reflecting sustained pressure on hospital systems as illustrated in Figure VII below.[1] This also highlights the operational burden placed on first responders, as the majority of Baker Act initiations are conducted by law enforcement and emergency personnel, often requiring extended time for on-scene response, transport, and hospital wait times before transfer or admission. Combined with limited local receiving capacity, this results in prolonged turnaround times for deputies and EMS, reducing availability for other public safety needs.

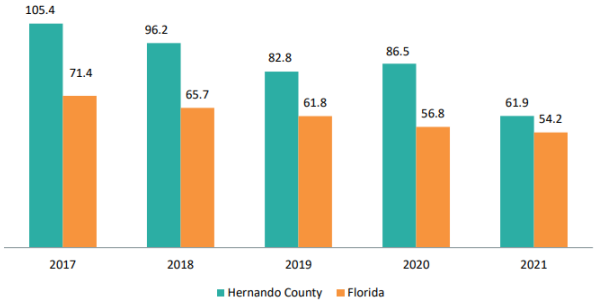

Figure VII - Florida Department of Health, Hernando County Community Health Assessment, 2023 - 2025.[1]

At intake, individuals entering the Hernando County Detention Center receive medical and behavioral health screenings to identify mental health needs, suicide risk, and substance use. Substance use is identified through self-report, screening tools, and clinical evaluation, with drug testing used as needed; however, the absence of routine universal testing may result in some cases going undetected. Individuals identified as high-risk are referred for further evaluation by licensed behavioral health staff, who conduct comprehensive assessments to determine diagnosis and treatment needs, including co-occurring conditions. Additional screening may occur through court processes such as specialty courts and diversion programs, though these remain limited, and court-ordered assessments by community providers are used to guide treatment planning when applicable.

Community organizations also play an important role in identifying and responding to behavioral health needs. Clinical and non-clinical partners, such as BayCare Behavioral Health, the National Alliance on Mental Illness (NAMI) Hernando, and Operation PAR, utilize evidence-based screening tools to assess individuals experiencing mental health and substance use concerns. Common tools include the Patient Health Questionnaire-9 (PHQ-9) and the Generalized Anxiety Disorder 7 (GAD-7), which are brief, standardized instruments used to assess the severity of depression and anxiety based on symptom frequency over the past two weeks. These tools support early identification, appropriate referral, and timely intervention in community-based settings.

Despite existing coordination, gaps in screening, timely assessment, and information sharing continue to result in fragmented care, repeated crises, and ongoing justice system involvement. The project will strengthen early identification, standardize screening, and improve coordination and linkage to care for individuals with mental health and substance use disorders.

4.3.1.2.2. People Admitted to Detention Center

Hernando County continues to experience a high number of individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) across both the behavioral health and criminal justice systems, placing sustained pressure on local resources.

Recent data highlights the persistence of these challenges. In Fiscal Year 2023–2024, the County recorded 1,346 involuntary mental health examinations under the Baker Act, followed by 1,259 in FY 2024–2025. [5] Although this reflects a slight decline, the overall volume remains elevated, indicating continued reliance on crisis response systems and ongoing strain on law enforcement and emergency services.

Local data shows that this is not a small or isolated group, but an ongoing and consistent challenge. Historical jail data indicate that between 1,100 and 1,400 individuals each year report a history of mental health treatment at the time of booking.[6] At any given time, hundreds of individuals are actively managed on the jail's mental health caseload, including as many as 796 individuals in a single year.[15] Substance use needs are also widespread, with thousands of program contacts recorded annually.

These trends are reflected within the Hernando County Detention Center, where individuals with behavioral health needs are frequently identified at booking. Local data indicate that 1,406 individuals reported a history of mental health treatment at intake, approximately 17.86% of inmates are prescribed psychotropic medications, and 3,453 individuals participated in substance use programming while incarcerated.[16]/[1] These figures, along with local estimates that 40–45% of individuals have a mental health condition, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions, demonstrate the level of need within the jail population.[16]

In addition, an estimated 15% to 33% of inmates are prescribed psychotropic medications, reflecting a high level of ongoing clinical need within the facility.[18] Taken together, these data show that the jail is regularly managing complex behavioral health conditions in a correctional setting. This underscores the need for stronger diversion strategies, improved access to treatment, and more robust community-based support for this population.

The impact of these needs extends beyond intake. Individuals requiring psychiatric stabilization, medication management, or withdrawal monitoring often remain in custody longer due to limited availability of appropriate community-based treatment and delays in placement or continuity of care. Resource and capacity constraints within the detention center further affect the ability to manage individuals with more complex conditions.

4.3.1.2.3. Contributing Factors

Hernando County continues to face elevated rates of involuntary mental health examinations under the Baker Act, with young adults representing a notable share of these cases. Individuals ages 18–24 account for 9.43% of all initiations, closely aligning with the project's target population of ages 18–25. [5] More than half of all initiations (52.23%) are conducted by law enforcement, underscoring the role of first responders in managing behavioral health crises. [5]

Despite modest declines from peak levels, annual Baker Act cases have remained above 1,200 in recent years, reflecting ongoing gaps in access to timely treatment and limited availability of early intervention services. As a result, many individuals enter the system only after reaching a crisis point.[7]

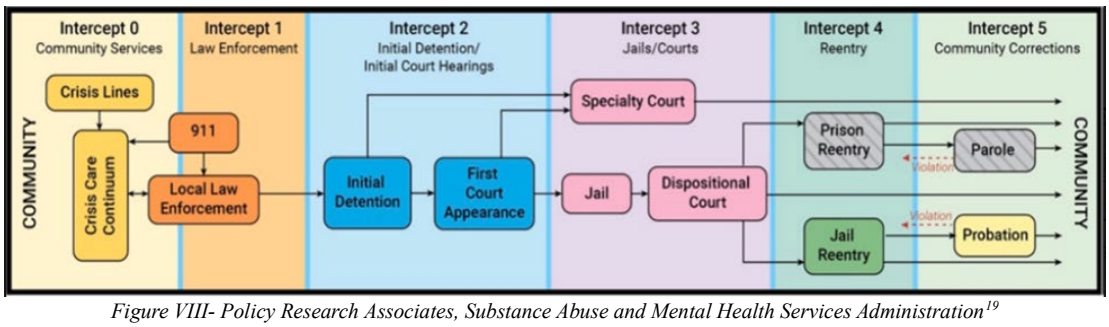

Figure VIII- Policy Research Associates, Substance Abuse and Mental Health Services Administration[19]

Viewed through the Sequential Intercept Model (SIM) Figure VIII, these challenges occur across multiple points in the system:

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[18] Hernando County CJMHSA Planning Report (WellFlorida Council). *Hernando County Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Planning Report*, 2017.

[19] Policy Research Associates, Substance Abuse and Mental Health Services Administration.

- Intercept 0 (Community Services): Limited access to outpatient care and early intervention contributes to crisis-level needs.
- Intercept 1 (Law Enforcement / Emergency Services): Law enforcement frequently serves as the first responder to behavioral health crises.
- Intercept 2 (Initial Detention / Initial Court): Individuals often enter the jail without prior stabilization or connection to care.
- Intercept 3 (Jails / Courts): The detention center manages behavioral health needs in a setting not designed for long-term treatment.
- Intercept 4 (Reentry): Gaps in continuity of care increase the risk of relapse and re-arrest.
- Intercept 5 (Community Corrections): Ongoing treatment and supervision challenges contribute to continued system involvement.

Patterns in Hernando County reflect ongoing substance use–related involvement among youth and young adults. As shown in Figure IX, drug and narcotic violations among individuals ages 10–19 increased from 95 in 2021 to 144 in 2022, followed by fluctuations in subsequent years and a rise again in early 2026.[20] This group consistently represents a higher share of statewide offenses. Among individuals ages 20–29, offenses peaked at 204 in 2022, declined through 2024, and have since shown modest increases.[18] These trends indicate continued justice system contact tied to substance use across both age groups.

Drug/Narcotic Violations Among 10-19- and 20–29-Year-Old Hernando County Residents, 2021-Early 2026

Year	10-19 years	% of FL Offenses	20-29 years	% of FL Offenses
2021	95	4.808	168	2.649
2022	144	4.163	204	2.185
2023	128	3.037	121	1.076
2024	105	2.339	80	0.684
2025	109	2.167	93	0.799
*2026	36	6.950	19	1.850
Total	617	3.134	685	1.336

Figure IX - National Incident-Based Reporting System (NIBRS),Hernando County Sheriff's Office; 2021 – 2026

Substance use remains a significant factor in arrests, particularly for younger populations. Early involvement, if unaddressed, can lead to repeated system contact, including additional arrests and extended supervision. Expanding access to treatment and strengthening diversion options at earlier stages can help reduce this progression.

System limitations continue to affect outcomes. Access to crisis stabilization, detoxification services, and community-based treatment remains constrained, and coordination between behavioral health and criminal justice systems is inconsistent. Barriers such as housing instability, transportation challenges, and gaps in follow-up care further complicate reentry and recovery.

Community data and stakeholder input continue to identify behavioral health and substance use as priority concerns. Law enforcement, healthcare providers, and community organizations report frequent interactions with individuals in crisis, while emergency departments continue to see high behavioral health utilization. These patterns indicate ongoing demand for services and the need for improved coordination across systems.

Recidivism remains a concern. A significant portion of individuals released from incarceration return within three years, reflecting continued gaps in treatment access and reentry support. Repeat bookings are common, particularly among individuals with ongoing mental health and substance use needs.

Pretrial detention also contributes to system strain. A large share of individuals in custody are awaiting court action, and extended stays can disrupt treatment and worsen behavioral health conditions. For individuals with unmet needs, this increases the likelihood of crisis while incarcerated and after release.

Broader social and economic factors continue to influence these patterns. Limited access to healthcare, housing instability, and exposure to trauma increase the risk of both behavioral health crises and justice system involvement. These conditions, combined with gaps in treatment and coordination, contribute to continued cycling between the community, emergency services, and incarceration.

[20] Hernando County Sheriff's Office; Federal Bureau of Investigation Crime Data Explorer (NIBRS), 2021–2026 YTD.

4.3.1.2.4. Entering & Re-Entering the Criminal Justice System

Individuals in Hernando County who are at risk of entering or re-entering the criminal justice system share a consistent set of behavioral health and socioeconomic challenges. Unmet mental health and substance use remain central factors, often compounded by limited access to care, provider shortages, and reliance on emergency services during periods of crisis. Recent local data further illustrates the scale of need. As shown in Figure X, Hernando County recorded between 1,201 and 1,596 involuntary mental health examinations annually over the past five fiscal years, with young adults ages 18–24 consistently representing approximately 9% to 10.5% of all cases reinforcing that crisis-level behavioral health needs remain consistent over time, with significant involvement from both law enforcement and healthcare systems.[7] A substantial portion of these examinations are initiated by law enforcement and health professionals, reflecting the extent to which crisis response systems are managing behavioral health needs in the community.

Fiscal Year	All Ages	Percent of Total				Percent of Total by Initiator Type		
		<18	18-24	25-64	65+	Law Enforcement	Health Professional	Ex-Parte
2024-2025	1,259	30.10%	10.48%	51.71%	7.23%	43.37%	45.75%	10.88%
2023-2024	1,346	36.53%	9.43%	45.51%	7.72%	52.23%	37.30%	10.55%
2022-2023	1,280	32.19%	10.55%	49.77%	6.95%	57.58%	33.52%	8.91%
2021-2022	1,201	32.89%	9.49%	49.13%	7.83%	56.37%	33.89%	9.74%
2020-2021	1,596	28.82%	10.40%	52.88%	7.46%	57.21%	35.09%	7.71%

Figure X - University of South Florida. Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).[7]

Mental health conditions frequently go untreated or undertreated, contributing to repeated instability. Individuals experiencing serious mental illness may cycle through short-term crisis stabilization without consistent follow-up care, increasing the likelihood of continued system involvement. Substance use further intensifies this risk. Opioids, methamphetamine, and alcohol misuse are common among justice-involved individuals, and co-occurring conditions are widespread. Limited access to detoxification services, medication-assisted treatment (MAT), and long-term recovery support make sustained stabilization difficult, increasing the likelihood of relapsing and re-arrest.

A smaller but high-impact group of individuals, often referred to as high utilizers, cycle repeatedly through emergency departments, crisis services, and the jail. These individuals typically present complex needs, including chronic behavioral health conditions, substance use disorders, housing instability, and limited support networks. Without coordinated care and case management, they are more likely to experience ongoing crises and repeated system contact.

Individuals without stable housing often struggle to engage in treatment, maintain employment, or comply with court requirements. This instability can lead to low-level, non-violent offenses tied to basic survival needs and increases the likelihood of continued justice system involvement, particularly during reentry when housing options are limited.[21]

Economic conditions further influence these patterns. Lower household incomes and financial instability can limit access to healthcare and delay treatment, contributing to worsening conditions over time. These challenges are often interconnected, reinforcing reliance on crisis systems rather than preventive or ongoing care.[19]
Individuals may remain in custody pretrial due to financial constraints or face difficulty complying with supervision requirements upon release. [17] For those with behavioral health conditions, even short disruptions in treatment, housing, or employment can increase the risk of further involvement.[21] Together, these factors contribute to a pattern in which individuals move between crisis services, the justice system, and the community without sustained stabilization.

Addressing the challenges faced by individuals with mental health and substance use disorders will require a more coordinated and consistent approach across the full continuum of care. This includes improving access to a range of treatment options from crisis stabilization and detoxification to outpatient services, medication-assisted treatment, and long-term recovery support so individuals can receive the level of care that matches their needs at the right time.

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[21] Florida Department of Health, Florida HealthCHARTS (Incarceration Rates, Hernando County); Florida Department of Corrections, *Recidivism Report* (2017–2019 Cohorts).

TAB 4. Project Design & Implementation

4.4.1.1. Description of Planning Council

The Hernando County Board of County Commissioners established the Public Safety Coordinating Council (PSCC) on December 6, 2014, in accordance with §951.26, F.S., to guide local efforts to improve outcomes for individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) who are involved in, or at risk of entering, the criminal justice system. The Council serves as the primary coordinating body for cross-system planning and collaboration, with a focus on strengthening diversion, improving system coordination, and expanding access to care.

The PSCC was intentionally structured to bring together a broad and balanced group of stakeholders, consistent with §394.657(2)(a), F.S. Membership includes representatives from the Hernando County Health and Supportive Services staff, criminal justice system, behavioral health providers, healthcare systems, and community-based organizations, ensuring that efforts are informed by both operational experience and community perspective.

Hernando County has made a concentrated effort to ensure that the PSCC composition aligns with the statutory requirements outlined in § 394.657(2)(a), F.S., including representation from criminal justice, behavioral health, and consumer stakeholders. Judicial participation in the PSCC has been limited due to scheduling constraints, including full court dockets and competing judicial responsibilities. This has been a recurring gap acknowledged by Hernando County Health and Supportive Services. It is anticipated that, through the planning grant process, enhanced engagement of judiciary staff can be achieved to strengthen cross-system collaboration and support more effective program implementation. If any gaps in representation are identified during the initial planning phase, the County will take immediate steps to recruit additional members to ensure full compliance. This may include outreach to advocacy organizations, peer support networks, and underrepresented stakeholder groups. The County anticipates achieving full compliance within the first 60 days of the grant period, with formal appointments and participation documented through meeting records and membership rosters.

Law enforcement agencies play a central role on the Council, offering insight into first-response practices, arrest decision-making, and opportunities for pre-arrest diversion. Representatives from the Hernando County Sheriff's Office and local police departments contribute to the development of Crisis Intervention Team (CIT) strategies and other diversion-focused approaches at the point of initial contact.

The judiciary is also represented, including members of the courts and court administration, who provide guidance on court processes and help identify opportunities to expand treatment-based alternatives to prosecution. Their involvement is critical to ensure that diversion strategies align with judicial procedures and can be implemented effectively within the court system.

Additional criminal justice partners include the State Attorney’s Office, Public Defender’s Office, and the Florida Department of Corrections. These partners help shape post-arrest diversion strategies and ensure that legal and supervision considerations are incorporated into program design. Leadership from the Hernando County Detention Center also participates, providing valuable perspective on jail operations, intake processes, and the identification and management of individuals with behavioral health needs while in custody.

Behavioral health representation includes licensed mental health and substance use treatment providers, including those funded through the Florida Department of Children and Families. These members contribute clinical expertise, insight into service capacity, and a clear understanding of gaps in the local treatment system. Participation from hospitals and emergency medical services further strengthens the Council’s ability to address crisis response, emergency department utilization, and inpatient care needs. The PSCC also includes community-based organizations that provide services related to housing, employment, and other social determinants of health—factors that are essential to long-term stability and successful diversion.

Importantly, the Council includes individuals with lived experience, including people who have navigated the behavioral health and justice systems, as well as family members when possible. Their perspectives help ensure that planning efforts remain grounded in real-world experience, highlighting barriers to care and opportunities to improve engagement. This inclusion supports a more practical, person-centered approach to system improvement.

PSCC Members as of January 2026 Meeting –

Organization	Participant	Position
Hernando County BOCC Health & Supportive Services	Veda Ramirez (facilitator)	Director
Hernando County BOCC Health & Supportive Services	Erik Rizzo	Mental Health & Substance Abuse Data Analyst
Hernando County BOCC Health & Supportive Services	Wendy Godfrey	Mental Health & Substance Abuse Resource Coordinator
Hernando County BOCC	Stephen Pasquale,	MHSA Resource Coordinator
Hernando County BOCC	Jerry Campbell	Commissioner, Chairman
Hernando County Sheriff's Office	Juliana Covey	Deputy Sheriff
Hernando County Sheriff's Office	John Cameron	Captain
Hernando County Sheriff's Office	Shelby Bishop	Assistant Director of Medical Services
Lutheran Services Florida Health System	Lesley Hersey	Community Engagement Specialist
Mid Florida Homeless Coalition	Coreen Garrity	Outreach Case Manager
State Attorney's Office, Fifth Judicial Circuit	Conrad Juergensmeyor	Assistant State Attorney
Hernando County Judge	Vacant	
Fifth Judicial Circuit Judge	Vacant	
BayCare Behavioral Health	Sandra Marrero	Clinical Manager
BayCare Behavioral Health	Cody Bauer	Licensed Mental Health Counselor (LMHC)
BayCare Behavioral Health	Elisia Burse	Supervisor Behavioral Health Program
FL Department of Corrections	Jeffrey King	Fifth Judicial Circuit Administrator
FL Department of Corrections	Mathew Shelby	Deputy Circuit Administrator
FL Department of Corrections	Samuel Flynn	Correctional Probation Officer Supervisor
Court Administration	Katie Mosley -Rusha	Treatment Supervisor
Juvenile Probation	Roberta Ellis	Juvenile Probation Officer Supervisor
Hernando Community Coalition	Tresa Watson	Executive Director
Dawn Cener Hernando	Jasmyn Moreno	Shelter Advocate
Hernando Fire Rescue/Community Paramedicine	John Pearson	EMS Manager/MIH – CP Coordinator
Hernando Fire Rescue/Community Paramedicine	John Kinzie	CP Paramedicine Paramedic
Public Defenders Office	Dillon Vizcarra	Assistant Public Defender
Family Member Consumer Community Treatment	Tina Kinney	Family of Consumer
Premier Community Health Care Group	Yvonne Kelly Montell	Grant Manager
Primary Consumer of Substance Abuse	Stephanie McCann	Consumer
Primary Consumer Mental Health	Vacant	
Operation PAR	Nicole Gibson	Counselor

The Public Safety Coordinating Council meets quarterly and is committed to meet regularly throughout the planning grant period of performance to serve as the primary body responsible for guiding the needs assessment, identifying system gaps, and developing the Strategic Plan. Through its diverse and representative composition, the Council will ensure that planning efforts are collaborative, comprehensive, and aligned with statutory requirements, ultimately supporting the development of an effective and sustainable diversion system.

4.4.1.2. Planning Council Activities

Members of key stakeholder groups represented in the PSCC membership have been meeting regularly in the past 12 months through various regularly scheduled community meetings where law enforcement, criminal justice, behavioral health and other community stakeholders collaborate.

The PSCC activities under the CJMHSA grant include:

- Participate in and support the Sequential Intercept Mapping (SIM) process
- Establish shared data priorities and performance indicators
- Support and develop data-sharing agreements
- Review performance data on regular basis
- Review and validate findings from the needs assessment
- Identify priority gaps and target populations
- Use data to inform continuous quality improvement
- Guide development of diversion strategies and system improvements
- Ensure alignment with state CJMHSA priorities and reporting requirements
- Support development and adoption of the Strategic Plan
- Aid in the identification of funding opportunities (local, state, federal) for program sustainment
- Support braiding/blending of funding streams
- Ensure strategies developed under the CJMHSA program are sustainable beyond the grant period
- Maintain PSCC as an ongoing coordinating body for system improvement

Table I - Regularly Scheduled PSCC Meetings

April 18, 2025
July 18, 2025
October 17, 2025
January 16, 2026
April 17, 2026
3rd Quarter 2026 Meeting (July 2026)
4th Quarter 2026 Meeting (October 2026)
1st Quarter 2027 Meeting (January 2027)
2nd Quarter 2027 Meeting (April 2027)

Table II – Planning Grant Meetings (if awarded)

Monthly (12) Planning Grant Competitive Meetings
6 Needs Assessment Committee Meetings (bi-monthly)
1 (2 Day) SIM Workshop
6 Strategic Planning Meetings
1 Focus Group Meeting
Additional meetings to be scheduled as needed/identified

4.4.2. Timeline

Table III

Milestone	Timeline
Grant Contract execution with Florida Department of Children and Families	Within 30 days of receipt of final grant agreement
Contract execution with University of South Florida, College of Behavioral & Community Services for SIM, Needs Assessment, Strategic Plan and training to be provided.	Within 60 days of receipt of final grant agreement
Contract execution with 'CJMHSA Project Coordinator' position	Within 60 days of receipt of final grant agreement
Establishment of formal partnerships, as evidenced by legally binding agreements with minimum of three agencies outlining project involvement, match contributions (as applicable) data sharing, etc.	Within 60 days of execution of final grant agreement
Completion of needs assessment and identification of Target Population and disorders to be addressed	Within 90 days of execution of final grant agreement
Competition of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC	Within 90 days of execution of the final grant agreement
Completion of SIM and Needs Assessment with USF, College of Behavioral & Community Services	Within 180 days of execution of the final grant agreement.

Completion of the Strategic Plan	Within 365 days of the execution of final grant agreement

4.4.2.1. Needs Assessment

Hernando County has implemented several strategies to address the intersection of behavioral health and the criminal justice system, including the use of specialty court programs to divert eligible individuals into treatment. The Adult Drug Court Program provides structured, court-supervised outpatient treatment and case management for non-violent offenders, including regular court appearances, drug testing, and participation in counseling and peer support. In 2025, the program served 70 participants, with 26 successful completions; however, only two participants were between the ages of 18 and 25.[22]

The Mental Health Court offers a similar alternative for individuals with diagnosed mental health conditions, combining judicial oversight with treatment referrals and case management. In 2025, the program served 31 participants, including five within the target population, with 15 successful completions. [22] For younger individuals, the County operates a Youth Court program focused on early intervention through a peer-based diversion model that emphasizes accountability and community engagement.

Despite these efforts, capacity remains limited relative to the level of need. Participation among young adults is low, and program size restricts the number of individuals who can be served. Many participants present with co-occurring conditions that require more comprehensive services than are currently available. Limited access to community-based treatment, waitlists, and gaps in coordination contribute to delays in care and incomplete service delivery. The discontinuation of a prior dependency program due to resource constraints reflects ongoing challenges in sustaining specialized services for high-need populations.

A more complete understanding of system performance, service gaps, and population needs is necessary to guide future planning. To support this effort, Hernando County will partner with the University of South Florida to conduct a comprehensive needs assessment focused on individuals with mental illness, substance use disorders, and co-occurring conditions involved in the justice system.

The assessment will include quantitative analysis of local data such as jail intake information, arrest records, Baker Act utilization, emergency department visits, and recidivism trends. This data will be analyzed to identify patterns, service utilization, and high-need populations. Qualitative input will be collected through interviews, focus groups, and surveys with stakeholders across law enforcement, courts, healthcare providers, and community organizations, along with individuals with lived experience.

A Sequential Intercept Mapping workshop will be conducted to examine how individuals move through the system and to identify key decision points and opportunities for intervention. Findings from all components will be combined into a gap analysis identifying limitations in service capacity, access to care, coordination, and reentry support.

The results of the needs assessment will inform the development of a strategic plan outlining targeted improvements in diversion, treatment access, and system coordination. This process will provide a structured foundation for strengthening local capacity and improving outcomes for individuals with behavioral health needs.

4.4.2.2. Proposed Methodology

Hernando County will use a structured approach to identify and align funding and resources that support individuals with mental illness, substance use disorders, and co-occurring conditions. This effort will be informed by the needs assessment and guided by the Sequential Intercept Model (SIM), displayed previously in Figure IX, to ensure resources are considered across all points where diversion and treatment opportunities exist. The focus is on improving coordination, reducing inefficiencies, and strengthening access to community-based services.

In partnership with the University of South Florida, the County will begin with an inventory of existing behavioral health, substance use, and justice-related services available to the target population. This will include information on service types, eligibility, capacity, funding sources, and geographic coverage to establish a clear picture of current resources.

A resource mapping process will follow to identify service gaps and opportunities to better utilize existing assets. Coordination with the Florida Department of Children and Families will help ensure alignment with the regional system of care and identify options to strengthen services through existing funding streams.

The County will then conduct a funding and resource analysis to assess how current investments align with community needs. This will identify gaps, overlaps, and barriers such as eligibility requirements, waitlists, and

[22] Hernando County – Fifth Judicial Circuit – Programs & Services - https://www.circuit5.org/courts-judges/hernando-county/programs-services/

service accessibility. Opportunities to better coordinate funding across behavioral health, criminal justice, healthcare, and social services will also be explored to improve continuity of care.

Stakeholders, including system partners and service providers, will be engaged throughout the process to review findings and help identify practical improvements. Input from these partners will support the development of strategies to strengthen referral pathways, expand service capacity, and improve coordination across systems.

The County will also examine operational and structural factors that affect service delivery, including communication processes, coordination practices, and system workflows. Based on this review, recommendations will be developed to improve collaboration, clarify roles among partners, and support more consistent screening, referral, and service connection practices.

This process will result in a resource and funding alignment strategy that identifies how existing resources can be used more effectively and where additional investment is needed. The findings will guide the development of a strategic plan focused on improving coordination, expanding access to care, and supporting diversion from the justice system.

4.4.2.3 Project Design & Implementation

The proposed project focuses on improving coordination between the criminal justice and behavioral health systems to better serve young adults ages 18–25 with mental health, substance use, or co-occurring needs. The effort is centered on strengthening connections to appropriate services for individuals who are already involved in, or at risk of entering, the justice system.

Using the Sequential Intercept Model (SIM) as a framework, the project will identify service gaps, expand diversion opportunities, and improve coordination across systems.

Needs Assessment - A comprehensive needs assessment will combine analysis of local data with input from system partners. This will include jail intake data, arrest records, Baker Act activity, emergency department utilization, and recidivism trends. Stakeholder engagement, including law enforcement, courts, behavioral health providers, and community organizations will help identify service gaps and system challenges across key interceptions.

Partnerships and System Coordination - The project will formalize collaboration among key partners, including the Hernando County Sheriff's Office, BayCare Behavioral Health, the Office of the State Attorney (Fifth Judicial Circuit), and the Public Defender's Office (Fifth Judicial Circuit). These partnerships will support improved coordination, more consistent referral processes, and better access to services.

Data and Performance Tracking - Participating agencies will implement a shared approach to data collection and reporting using secure, HIPAA-compliant systems. Common performance measures will focus on service engagement, reduced justice system involvement, and improved access to treatment.

Strategic Planning - Findings from the assessment will inform a Strategic Plan with clear priorities and implementation steps. The plan will focus on diversion, access to care, care coordination, and reentry support, while identifying funding strategies to support long-term sustainability.

The project will be carried out over a 12-month period using a phased approach:

Phase 1: Project Initiation and Partnership Development

- Establish project leadership through the Public Service Coordinating Council (PSCC)
- Finalize partnership agreements
- Begin developing the data collection framework and identifying key data sources

Phase 2: Needs Assessment and Data Analysis

- Conduct data analysis and gather stakeholder input
- Identify service gaps, system barriers, and priority needs
- Review and confirm findings with partner groups

Phase 3: Strategy Development

- Develop targeted, practical strategies to address identified gaps
- Focus on diversion, access to treatment, care coordination, and reentry supports
- Align strategies with available resources and system capacity

Phase 4: Strategic Plan Development and Finalization

- Draft and finalize the Strategic Plan
- Establish clear priorities and performance measures
- Prepare for the transition to implementation and future funding opportunities

Hernando County will serve as the lead coordinating entity, providing overall oversight, bringing partners together, and helping ensure that efforts stay aligned across systems. Regular meetings and data reviews with the PSCC and community partners will support ongoing collaboration, transparency, and accountability.
Overall, this project is designed to take a clear, practical look at current system challenges and identify solutions that can realistically be put into place. By strengthening partnerships, improving how data is shared and used, and better aligning existing resources, the County will be in a stronger position to expand diversion efforts, improve access to behavioral health services, and reduce repeated involvement in the criminal justice system.

4.4.2.4. Strategy for Coordination, Communication & Data Sharing

A CJMHSA Focus Group, composed of representatives from law enforcement, the judiciary, detention center administration, behavioral health providers, hospitals, emergency responders, and community-based organizations, will guide planning activities and support coordinated decision-making. Targeted workgroups may be established to address specific areas such as diversion, data, and resource coordination.

A structured communication approach will support regular information sharing among partners. This will include scheduled meetings, progress updates, and working sessions to review findings, confirm priorities, and coordinate next steps. Clear communication protocols will ensure partners remain informed of key decisions, timelines, and responsibilities, while also supporting coordination at critical points of system contact.

Formal data-sharing agreements will be developed to allow secure exchange of information in compliance with applicable federal and state requirements, including HIPAA and 42 CFR Part 2. This effort will be coordinated by the CJMHSA Project Coordinator, who will work with partner agencies to define data elements, establish roles and responsibilities, and ensure appropriate data security standards. Standardized data collection and reporting practices will also be developed to support consistent tracking of indicators such as service utilization, diversion, and treatment engagement.

The County will implement processes for routine data sharing and cross-system reporting to support coordination and monitoring. Ongoing coordination with state partners will help align efforts with the broader system of care and support access to existing data resources. Data will be reviewed regularly by project leadership and workgroups to monitor progress, identify trends, and inform adjustments to strategies and operations.

4.4.4. Performance Measures

4.4.4.1. Process for Collecting Performance Measurement Data

The proposed project will meet all required Planning Grant performance measures and establish a clear framework for tracking progress and outcomes.

- A comprehensive needs assessment will be completed within 90 days of grant execution. This will be conducted in coordination with the University of South Florida and will include data analysis, stakeholder input, and system mapping to identify the target population (ages 18–25) and priority behavioral health needs.
- Formal agreements (MOUs/MOAs) with at least three partner agencies will be executed within 60 days. Preliminary coordination with key partners has already occurred to support timely completion.
- Standardized data collection, sharing, and reporting processes will be established within 90 days in coordination with project partners and the CJMHSA Technical Assistance Center.
- A Strategic Plan will be completed within 365 days, informed by assessment findings, the Sequential Intercept Model, and partner input.

Data will be collected using secure, HIPAA-compliant systems and standardized assessment tools to monitor service engagement and outcomes over time. Information will be reviewed regularly to track performance and support adjustments as needed.

Key Performance Indicators include:

- Number and demographics of individuals ages 18–25 served
- Changes in arrests, law enforcement contacts, and recidivism
- Utilization of mental health and substance use treatment services
- Linkage to community-based care
- Engagement and retention in services
- Changes in mental health, substance use, and overall stability (e.g., housing, employment)
- Use of crisis services, including emergency departments and involuntary examinations

Performance data will be reviewed on a routine basis by the Public Safety Coordinating Council (PSCC) to monitor progress and inform decision-making. Regular reviews will support ongoing adjustments to improve coordination and outcomes across partner agencies.

This approach supports consistent tracking of results and alignment with state reporting requirements while providing actionable information to guide system improvements.

4.4.4.2. / 4.4.4.3. Targets & Methodologies

Goal #1: Create need-based, data-informed strategic action plan to increase Hernando County's capacity to divert adults with a mental illness, substance abuse or co-occurring disorder from arrest, prosecution, or incarceration and into treatment and support services and to provide incarcerated individuals with such disorders with treatment during incarceration and post-release.

Table IV

Performance Measures #1:	**Conduct the Sequential Intercept Mapping (SIM) and the needs assessment.**			
	Task	**Methodology**	**Key Partners**	**Target Completion Date**
1.1	Conduct SIM workshop	Agenda from the mapping, sign-in sheets to document participation, and the final report provided by USF's CJMHSA TAC 1. SIM workshop process to include the intercept map, identification of strengths, needs, and priorities for change. 2. Utilize results of mapping process as foundation for development of comprehensive strategic action plan.	1.USF CJMHSA TAC 2. Hernando County PSCC 3. Community Partners	Workshop conducted within 90 days or earlier of final grant agreement
1.2	Conduct a current and thorough needs assessment, including clear delineation of the target population(s).	The needs assessment and identification of the target population are completed within 90 days of the final grant agreement (E.1.1.1.) 1. Utilize Hernando PSCC and committees to include: a. Review of existing data b. Survey(s) c. Focus group(s) d. Key informant interview(s)	1.USF CJMHSA TAC 2. Hernando County PSCC 3. Community Partners	Within 90 days of execution of final grant agreement

Table V

Performance Measures #2:	**Create and maintain ongoing stakeholder support and service coordination.**			
	Task	**Methodology**	**Key Partner**	**Target Completion Date**
2.1	Involve key stakeholders, including potential sources of subject matter expertise and funding in planning actions.	Planning grant committee meeting with representation from criminal justice areas, behavioral health agencies, consumers, and family members. 1. Meeting minutes will document participation of members, frequency of meetings, and content within the meetings.	Hernando County, Director of Housing and Supportive Services	First meeting of the Planning Grant/Strategic Planning Committee within 30 days of grant award.
2.2	Provide key stakeholders with expert consultation and education on specific approaches and their link to best known effective mental	1. Quarterly Presentations by community experts at PSCC meetings and feedback. 2. Quarterly reports to include: a. Summary of the presentations	Hernando County, Director of Housing and	Quarterly

	health and substance abuse treatment practices, diversion strategies, and recovery-oriented services.	b. Written feedback from stakeholders in PSCC meetings	Supportive Services	
2.3	Establish formal partnerships among agencies to provide and coordinate services.	Establishment of formal partnerships, as evidenced by legally binding agreements, with a minimum of three agencies (i.e., law enforcement, homeless coalitions, treatment providers, courts, schools, etc.), within 60 days of execution of the final Grant Agreement. (E.1.1.2.) Obtain legally binding agreements, Memorandum of Understanding (MOU) documents	Hernando County, Director of Housing and Supportive Services	Within 60 days of execution of the final Grant Agreement.
2.4	Derive methodologies for sharing data and information among partners.	Completion of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC within 90 days of execution of the final Grant Agreement. (E.1.1.3.) 1. Adoption of best practices and lessons learned from other grantees through USF CJMHSA TAC. 2. County data collection, sharing and reporting protocols.	Hernando County PSCC	Within 90 days of execution of the final Grant Agreement.
2.5	Evaluate the proposed planning activities identified in the application monthly and quarterly to determine progress toward milestones.	Creation of monthly and quarterly progress reports for project status updates. 1. The Planning Grant/Strategic Planning Committee will assist the Project Coordinator in tracking required tasks and timelines	Hernando County, Director of Housing and Supportive Services	Monthly and Quarterly

Table VI

Performance Measures #3:	**Develop the Strategic Plan and determine list of appropriate funding opportunities.**			
	Task	**Methodology**	**Key Partners**	**Target Completion Date**
3.1	Develop the Strategic Plan and submit it to DCF.	The Strategic Plan is compiled within 365 days of execution of final grant agreement. (E.1.1.4.) 1. Collaborative community process through regularly scheduled meetings 2. Use of Sequential Intercept Mapping (SIM) and needs assessment results to set foundation for the strategic plan	1.USF CJMHSA TAC 2. Hernando County, Director of Housing and Supportive Services	Within 365 days of execution of the final grant agreement
3.2	Develop list of appropriate grant opportunities for identified priorities though collaborative processes and	List of opportunity summaries for potential funding options.	Hernando County, Director of Housing and	Within 60 days of final SIM report, initial list of funding opportunities submitted to

	develop plan to leverage other sources of funding	Evaluation matrix to be used by the planning grant committee to rank best opportunities.	Supportive Services	planning grant committee for consideration

TAB 5. Approach & Capability

4.5.1. Target Population

The proposed project will serve adults in Hernando County who are involved in, or at risk of involvement in, the criminal justice system and who have mental health, substance use, or co-occurring conditions. The primary focus is on individuals ages 18–25 who encounter the system at key points, including law enforcement encounters, jail intake, court processing, and reentry to the community.

This population includes individuals experiencing behavioral health crises, many of whom have had little or no connection to ongoing treatment. It also includes those appropriate for diversion, as well as individuals with more complex needs such as repeated arrests, prior Baker Act involvement, homelessness, unemployment, or limited access to healthcare. These factors can make it difficult to engage in services and contribute to ongoing system involvement.

The project will prioritize individuals who face barriers to care, including lack of insurance, unstable housing, transportation challenges, and difficulty navigating services. Efforts will focus on improving coordination and continuity of care to support engagement beyond initial contact.

Activities will be guided by a Sequential Intercept Mapping (SIM) process, previously displayed as Figured IX, which will be used to examine how individuals move through the system, identify gaps, and establish priorities for improvement. This process will result in a strategic plan that outlines practical steps to strengthen diversion, access to treatment, and system coordination.

Local and national data indicate a high prevalence of behavioral health needs among justice-involved individuals, reinforcing the need for improved access to community-based care and coordinated responses across systems.[2/7]

Services will be delivered in a manner that is responsive to individual needs and accessible to all eligible participants. The overall focus is on improving access to care, reducing repeat system involvement, and strengthening coordination across agencies.

4.5.2. Capability & Experience

The County has demonstrated strong leadership in cross-system collaboration, working closely with the Hernando County Detention Center, the Hernando County Sheriff's Office (HCSO), the judiciary, and community-based behavioral health providers. These efforts are aligned with the SIM and include participation in community health assessments, strategic planning initiatives, and system mapping activities that identify service gaps and improve coordination across intercept points.

Funding administered by the Hernando County Health and Human Services Department provides a diverse array of services to assist with resolving health and human services needs and to improve residents' quality of life through direct services, advocacy and community networking. The department is responsible for the coordinating, evaluating and monitoring all health and human service contracts, activities, programs and grants provided to or by Hernando County through state-mandated programs and/or other providers. The department's goal is to provide interim assistance to residents and to promote social and economic self-sufficiency. The department oversees the processing of several unfunded state mandates such as, Health Care Responsibility Act (HCRA), Medicaid Reimbursement, Juvenile Detention Cost Sharing, Baker Act Services, Financial Responsibility for Medical Services of Person Arrested, Child Protection Team Medical Examination, and the Disposition of Dead Bodies mandate in accordance with Florida Statutes. Health and Human Services assist and provide access for residents to register for employment and training opportunities and programs, serves as a Certified Assistant Site for Florida Kid Care, Certified Application Counselors for Affordable Care Act, and Access Florida Platinum Partner for Department of Children and Families. The department recently completed training for SSI/SSDI Outreach, Access, and Recovery (SOAR), designed to increase access to Social Security Administration Disability benefits Supplemental Security Income and Social Security Insurance for eligible adults who experiencing or at risk of homelessness and have a mental illness, medical impairment and or a co-occurring substance use disorder.

For the proposed project, BayCare Behavioral Health (herein BayCare) will serve as a partnering agency, as demonstrated in the submitted letter of commitment as seen in Tab 6. Collaboration with BayCare is based on their presence in Hernando and the Tampa Bay region as the largest full-service, community-based health care system. BayCare facilities are widespread throughout Hernando and the surrounding counties and provide comprehensive

services for mental health and addiction related services. This collaborative team recognizes the importance of sharing relevant information and data to improve treatment coordination and efficacy. The Hernando County BOCC and BayCare have existing partnership agreements with regards to data sharing and several other grants which outline the roles of each, reporting requirements, expectations and a demonstrated success in the community which is crucial for the deployment and effective delivery of this project.

The Hernando Community Coalition (HCC) will also serve as a partner on the proposed project. HCC is a community-based organization focused on improving health and safety outcomes through prevention, education, and collaboration. The coalition brings together local stakeholders—including schools, healthcare providers, law enforcement, nonprofit organizations, and community members—to address priority issues such as substance abuse prevention, youth development, and mental health awareness. The coalition plays a key role in coordinating community-wide initiatives, sharing data, and promoting evidence-based strategies to reduce risk factors and strengthen protective factors, particularly among youth and families. Through outreach, training, and prevention programming, the Hernando Community Coalition supports efforts to reduce substance use, delay onset of risky behaviors, and connect individuals to needed services. Its collaborative approach helps align resources across systems and contributes to broader county efforts to improve behavioral health outcomes and prevent future justice system involvement.

Hernando County Sheriff's Office provides service to the community pursuant to Chapter 30.F.S.S.(2012). The Hernando County Sheriff's Office is committed to responding to the needs of citizens of Hernando County. Hernando County Sheriff's Office mission is to maintain peace and order, safeguard life and property and protect individual rights through the delivery of professional services. HCSO also has a longstanding history of successfully implementing and managing grants from agencies such as Florida Department of Law Enforcement and Bureau of Justice Administration.

4.5.2.1. Previous participation in CJMHSA Grants

4.5.2.1.1

Hernando County previously participated in the 2016 and 2017 CJMHSA planning grants awarded to Lutheran Services Florida Health Systems, which served as the designated lead agency for the County by the Board of County Commissioners. Through this partnership, the County was actively involved in the needs assessment process and the development of a regional strategic plan, contributing staff time, coordination support, and matching funds. Hernando County also continued its involvement during the 2020 CJMHSA Implementation and Expansion Grant, supporting project activities and cross-system collaboration efforts.

Building on this experience, Hernando County has demonstrated the ability to work effectively across agencies, manage grant-funded initiatives, and support data-driven, evidence-based planning efforts. These prior engagements have strengthened local partnerships and positioned the Hernando County Board of County Commissioners to successfully lead the proposed project and achieve its objectives while advancing long-term system improvements.

- Planning Grant participating partner - Adults (2016) - $58,313
- Planning Grant participating partner - Juvenile (2017) - $100,000
- Implementation & Expansion Grant participating partner - Juvenile (2020-2023) - $1,200,000

4.5.2.1.2

- 2016 – Hernando Adults – Individuals served NA
- 2017 – Hernando Juvenile – Individuals served NA
- 2020 – 2023 – Hernando Juvenile – 231 individuals served

Target # of Participants				
	Program Year 1	**Program Year 2**	**Program Year 3**	**Total**
D-2.1 Individuals Enrolled	50	50	50	150
D-2.2. Participating Primary Care Professionals Trained	10	10	10	30

4.5.2.1.3

- 2016 Planning Grant – Adult
- 2017 Planning Grant – Juvenile
- 2020 Implementation & Expansion Grant - Juvenile

2016 Adult Planning Grant - Performance Measures and Outcomes			
Performance Measure	**Target Date**	**Date Completed**	**Outcome**
(E-1.1) Needs assessment	Within 90 days of execution of Grant Agreement	4/28/17	100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.
(E-1.1) Identification of the target population	Within 90 days of execution of Grant Agreement	2/1/17-4/28/17	100% Completed. Adults with mental illness, substance abuse, or co-occurring disorders at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution.
(E-1.2) Established formal partnership #1:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 2 MOUs established specifically for this project with LifeStream and BayCare by the deadline of 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.2) Established formal partnership #2:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 1 MOU established with Mid-Florida Homeless Coalition by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.2) Established formal partnership #3:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 1 MOU executed with Springbrook Hospital by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.3) Workforce Development Plan	Within 270 days of execution of Grant Agreement	10/31/17	100% Completed. Attached as part of the Strategic Plan document included in Appendix B - Goal 2, Objectives 3.1, 3.2, and 3.3.
(E-1.4) Finalized strategic plan	Within 365 days of execution of Grant Agreement	2/1/18	100% Completed. Evidenced by copy of plan included in Appendix B.

2017 Juvenile Planning Grant - Performance Measures and Outcomes			
Performance Measure	**Target Date**	**Completed**	**Outcome**
(E-1.1) Needs assessment	Within 90 days of execution of Grant Agreement	1/31/2018	100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.
(E-1.1) Identification of the target population	Within 90 days of execution of Grant Agreement	1/31/2018	100% Completed. Hernando County youth with mental illness, substance abuse, or co-occurring disorders (emotional or behavioral disorders) at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution.
(E-1.2) Established formal partnership #1:	Within 180 days of execution of Grant Agreement	04/27/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and Hernando County School District

(E-1.2) Established formal partnership #2:	Within 180 days of execution of Grant Agreement	04/27/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and NAMI Hernando
(E-1.2) Established formal partnership #3:	Within 180 days of execution of Grant Agreement	04/24/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and BayCare Behavioral Health
(E-1.3) Workforce Development Plan	Within 270 days of execution of Grant Agreement	07/20/2018	100% Complete. Included with quarter 3 progress report.
(E-1.4) Finalized strategic plan	Within 365 days of execution of Grant Agreement	10/20/2018	100% Completed and submitted with quarter 4 progress report.

2020 Juvenile Implementation & Expansion Grant – Performance Measures & Outcomes		
Performance Measure	**Completed**	**Outcome**
Establish diversion programs and strategies for youth in Hernando County which will increase public safety, avert increased spending on the criminal justice system and improve the accessibility and effectiveness of treatment services	Completed	Programs are being completed by five different agencies within Hernando County, BayCare, NAMI Hernando, Dawn Center, Hernando Coalition and Spring Brook. The strategies include providing care coordination, wellness recovery action plan family service, teen support groups TTYS, Family Links Group, and developing partnerships with physicians and their organization for promotion of youth mental health and substance abuse integration into their practice.
Create and encourage collaboration among stakeholders in implementing the strategic plan and providing ongoing oversight and quality improvement activities	Completed	A partner meeting is held monthly with the community partners and stakeholders. The meeting is to encourage bright spots and open communication amongst the partners. The Project Coordinator provides oversight. The last partner meeting was October20, 2023.
Promote workforce development through additional training that addresses needs identified in the Strategic Plan.	Completed	In partnership with USF TAC training have been areas of support have been identified by the partners and will be presented to the Community Meeting for review. USF has also provided training and dates for upcoming training.

4.5.2.1.4

The Public Service Coordinating Council (PSCC) has remained active and engaged in Hernando County since the implementation of the 2017 Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant, demonstrating a sustained commitment to the goals and infrastructure established during that funding period. Building on the foundation created by the grant, the Council has continued to apply lessons learned, refine strategies, and implement recommended system improvements across the community. This ongoing work reflects both institutional stability and a long-term dedication to cross-system collaboration.

A key indicator of sustainability is the Council's continued role in addressing broader systemic needs, including integration with the County's transportation plan. By aligning behavioral health initiatives with transportation access, the PSCC has strengthened service accessibility, an essential factor in maintaining engagement for at-risk youth and their families.

The original 2017 grant successfully established a care coordination model in the community designed specifically for youth who are involved in, or at risk of involvement in, the criminal justice system and who present

with co-occurring mental health and/or substance use disorders. This model has proven sustainable by continuing to operate beyond the initial funding period and by remaining embedded within the local service delivery framework. It has contributed to measurable system improvements by reducing unnecessary interaction between youth and law enforcement, providing earlier and more targeted interventions, and simplifying system navigation for families, thereby improving engagement and outcomes.

In addition to direct services for youth, the program has created lasting systemic impact through capacity building within the broader healthcare community. Primary care physicians have received ongoing training to better identify and respond to youth mental health and substance use concerns. This integration of behavioral health awareness into primary care settings supports early intervention and reduces reliance on crisis-driven responses.

Program enhancements introduced since the initial grant period further demonstrate sustainability and growth. These include the addition of structured group sessions for both youth and families, which strengthen peer support, improve coping skills, and reinforce family involvement in the treatment process. These services expand the continuum of care and help maintain long-term engagement beyond initial intervention.

However, while these efforts have been sustained and effective, the County has increasingly outgrown the capacity and scope of the original implementation. Since 2017, Hernando County has experienced continued population growth, increasing demand on behavioral health and criminal justice systems, and escalating impacts from the opioid crisis. Data from the Florida Department of Law Enforcement and Florida Department of Health reflect ongoing substance use challenges, including persistent drug-related offenses and overdose trends.[3/1]

Further, the Bureau of Justice Statistics reports that approximately 63% of individuals in local jails nationally have substance use disorders, a trend mirrored locally by the high prevalence of behavioral health needs among individuals entering the Hernando County Detention Center.[23] The County's recidivism rate illustrates ongoing system strain and the continued cycling of individuals through the justice system without adequate access to treatment and support. These data demonstrate that, while the original CJMHSA-funded model created a strong foundation, the scale and complexity of current community need now exceed the capacity of prior implementation efforts.

Overall, the continued operation, expansion, and integration of these initiatives illustrate that the 2017 CJMHSA-funded program has evolved into a sustainable, community-embedded model of care. At the same time, current data clearly demonstrate the need to build upon and expand this foundation through renewed planning and investment. The next phase of work will focus on scaling successful strategies, addressing emerging gaps, and enhancing system capacity to meet growing demand. This evolution is rooted in strong interagency collaboration, adaptability to community needs, and a sustained focus on improving outcomes for vulnerable populations.

4.5.2.2. Availability of resources

Hernando County has established systems in place to effectively manage grant funding, including budgeting, procurement, compliance, and performance reporting. The County has experience managing large state and federal funding streams and has built internal processes that support accountability, transparency, and consistent oversight. Staff regularly track and report on outcomes such as service utilization, housing stability, and justice system involvement, allowing the County to monitor progress and make informed adjustments as needed.

The County also has a strong track record of working across agencies to coordinate services. Ongoing collaboration between law enforcement, corrections, behavioral health providers, housing agencies, and community organizations helps ensure a more connected approach to serving individuals with complex needs, particularly those with co-occurring mental health and substance use disorders involved in the justice system.

The Hernando County Board of County Commissioners has led a range of health and human services initiatives focused on mental health, substance use, housing stability, and public safety. This includes successfully managing multiple state and federally funded programs designed to improve access to services and support vulnerable populations.

Currently, the County administers programs such as the State Housing Initiatives Partnership (SHIP) and the Community Development Block Grant (CDBG), which play an important role in addressing housing instability and homelessness. These efforts directly support individuals who often intersect with both the behavioral health and criminal justice systems.

In addition, the County is utilizing funds from the National Opioid Settlement to expand access to treatment, prevention, and recovery services. The County also works closely with the Florida Housing Finance Corporation to support affordable housing initiatives, recognizing that stable housing is a key factor in improving behavioral health outcomes and reducing repeat involvement in the justice system.

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[23] Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007–2009.*

4.5.2.3. Anticipated Roles

The proposed planning effort in Hernando County will take a collaborative approach that brings together community partners and individuals with lived experience to help shape a more effective behavioral health and justice system. Guided by the Sequential Intercept Model (SIM), the County will actively involve advocates, peer specialists, family members, and system partners to better understand gaps in services and identify practical solutions.

Advocates, including National Alliance of Mental Illness (NAMI), Hernando, will help highlight system barriers, policy challenges, and opportunities for improvement, ensuring the project reflects current best practices in both behavioral health and criminal justice. They will participate in planning meetings, review proposed processes, and support outreach efforts to keep the community informed and engaged.

Peer specialist individuals with lived experience in mental health, substance use, and justice system involvement—will play a key role in shaping how services are delivered. Their input will ensure that diversion strategies, engagement efforts, and reentry support are realistic, accessible, and responsive to the needs of the target population. They will also provide insight into where trust breaks down between individuals and service systems, which is critical to improving participation and outcomes.

Family members and caregivers will offer another important perspective, particularly around crisis response, service coordination, and long-term stability. Their feedback will help strengthen communication, support networks, and reentry planning. The project recognizes that recovery often involves more than just the individual and will consider family needs when identifying appropriate support and wraparound services.

Key system partners including the Hernando County Detention Center, Court Administration, behavioral health providers, and the Florida Department of Children and Families, will work together to share data, align policies, and improve coordination across interceptions. These partners will be actively involved in assessing system gaps, developing solutions, and identifying sustainable strategies moving forward.

Stakeholder input will be gathered through regular workgroup meetings, interviews, and community discussions, and will directly inform the final strategic plan. This approach ensures the project is grounded in real-world experience, reflects community priorities, and builds a stronger foundation for long-term success.

4.5.2.4. Role & Effort

Role	Level of Effort	Primary Responsibility
Hernando County, Health and Human Services Director	59 hours during a 12-month period of performance – in kind match	Coordinate and lead meetings of the Public Safety Coordinating Council, serve on the Needs Assessment Steering Committee, participate in Planning Grant Meetings, and play a key role in supporting the activities of the grant.
Contractual Position – CJMHSA Project Coordinator-Hernando County resident with educational (MPH, CPH) and/or professional experience in healthcare	330 hours during a 12-month period of performance – grant funds	Execution of planning grant objectives, day-to-day oversight of the project, scheduling, coordination and dissemination of project information/data; Overall supervision will be provided by Director of Housing and Supportive Services
Contractual Training Provider	Provide training hours as identified and outlined in contract	Provide training as identified and outlined in contractual agreement
BayCare Behavioral Health, Inc. Staff (6)	20 hours each over the 12-month period of performance – in kind match	Attending planning meetings, identifying resources, and community networking.
Hernando Community Coalition	In kind match	Attending planning meetings, administrative support to the Project Coordinator, community networking, and identifying resources.

University of South Florida, College of Behavioral Health & Community Sciences	Volunteer/no cost or non-match (per USF's DCF contract for county grant awardees)	Leading the activities in the Needs Assessment, 1.5-2-day SIM workshop, training for staff, and formulation of the county strategic plan for implementation, collaboration with Project Coordinator
Hernando County Sheriff's Office, Detention Center	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.
Hernando County Fire Rescue, Paramedicine Program	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Court Administration, Fifth Judicial Circuit	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Florida Department of Corrections, Fifth Judicial Circuit	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Career Source Pasco Hernando	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
National Alliance of Mental Illness, Hernando	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.

4.5.3. Proposed Activities

4.5.3.1.

The Hernando County Board of County Commissioners, in coordination with key system partners, proposes to serve the identified target population under the CJMHSA program, young adults with mental health and/or substance use disorders who are at risk of or involved in the criminal justice system. The County has the operational capacity, cross-system partnerships, and service infrastructure necessary to effectively serve both populations simultaneously.

Hernando County has an established network of behavioral health, criminal justice, and community-based providers that collectively support the young adult population. Core partners will include the Hernando County Sheriff's Office Detention Center, court administration, and community behavioral health providers presently serving the target population. These partners currently serve overlapping populations and have experience coordinating care across age groups, allowing for efficient expansion into a unified CJMHSA framework.

Hernando County has experience in cross-system collaboration and will utilize structured planning approaches, including the Sequential Intercept Model, to map services and identify gaps for adult population.
A shared data collection and performance monitoring system will be implemented to track outcomes across both groups, including diversion rates, recidivism and re-arrest rates, service engagement and retention, and crisis system utilization.

The County's existing system already serves justice-involved young adults through parallel but coordinated processes. A future CJMHSA implementation project will enhance and formalize these efforts by expanding diversion capacity at multiple interception points through the strengthening coordination between adult criminal justice systems and service providers and overall increasing access to behavioral health services. By leveraging existing infrastructure and enhancing coordination, Hernando County is well-positioned to effectively serve the target populations without duplication of effort and more importantly, strain on limited resources.

Hernando County demonstrates the capacity to serve the young adult populations through an integrated, scalable, and coordinated system of care. The proposed approach ensures that services are developmentally

appropriate while maintaining operational efficiency, shared accountability, and measurable outcomes across both populations, meeting and exceeding CJMHSA program expectations.

4.5.3.2

Hernando County is proposing a data-driven diversion approach built around the Sequential Intercept Model (SIM), with a focus on the points where intervention can make the biggest difference, law enforcement contact, initial detention, and court involvement. The goal is to reduce unnecessary arrests and incarceration for individuals with mental health and substance use needs by connecting them to services earlier in the process.

In practice, this means strengthening how law enforcement responds at first contact through Crisis Intervention Team (CIT) training and expanding both pre-arrest and post-arrest diversion options. Officers will have clearer pathways to refer individuals directly to crisis stabilization or community-based treatment providers when appropriate. At the jail level, the County will improve screening and assessment at intake and work to connect individuals more quickly to the services they need. The model also emphasizes care coordination and case management to help individuals stay connected to treatment as they move between different parts of the system, reducing gaps in care and improving outcomes. Consistent with guidance from the Substance Abuse and Mental Health Services Administration, the approach incorporates evidence-based practices such as integrated treatment for co-occurring disorders and trauma-informed care.

While this model is grounded in proven approaches, it is being adapted to reflect the realities on the ground in Hernando County. One of the most significant challenges is limited local treatment capacity, particularly for individuals who need immediate crisis stabilization or step-down services. To address this, the County will focus on strengthening coordination with existing providers, using more flexible referral and service linkage strategies, and identifying practical solutions to help individuals access care. These adjustments are intended to make the model workable within the current system while still moving toward longer-term improvements.

1. High Volume of Crisis-Level Encounters - The County's elevated number of involuntary examinations under the Baker Act indicates that law enforcement is frequently responding to behavioral health crises. To address this: The model emphasizes expanded diversion at first contact, reducing reliance on involuntary examination and arrest where appropriate strengthens real-time decision-making pathways for officers
2. A significant proportion of individuals entering the Hernando County Detention Center present with mental illness (MI), substance use disorder (SUD), and co-occurring disorders (COD), resulting in the jail functioning as a de facto behavioral health provider at Intercepts 2 and 3 of the SIM. This dynamic contributes to longer lengths of stay, increased operational costs, and added strain on correctional and clinical staff. To address these challenges, the County will implement enhanced screening and rapid clinical assessment protocols at intake to ensure timely identification of behavioral health needs. Additionally, individuals will be identified early for diversion eligibility or alternative case processing, and coordination with the courts will be strengthened to support treatment-based alternatives in lieu of continued incarceration.
3. Individuals frequently cycle through the system due to limited follow-up care and inconsistent service engagement after release, highlighting critical gaps at Intercepts 4 and 5 of the SIM. To address these challenges, the model incorporates warm handoffs to community-based providers when appropriate and available, ensuring individuals are connected to services immediately upon release. This is supported by ongoing case management and peer support services to promote engagement and stability in the community. Additionally, the County will enhance cross-system communication among criminal justice and behavioral health partners to reduce service fragmentation and improve continuity of care.
4. Current limitations in data sharing and system alignment hinder effective diversion and coordinated care for individuals with behavioral health needs. To address these challenges, the model includes the development of standardized screening and referral protocols to ensure consistent identification and linkage to services across agencies. Additionally, Hernando County will strengthen cross-agency collaboration and enhance data tracking capabilities to monitor outcomes, support informed decision-making, and drive continuous system improvement.

As Hernando County moves toward implementing an adapted evidence-based model in a future implementation phase, the goal is to see measurable improvements across both the behavioral health and justice systems. This includes fewer arrests and jail admissions among the target population, along with increased use of community-based treatment and support services as alternatives to incarceration. Over time, the County expects to reduce repeat involvement in the system and improve access to timely, appropriate behavioral health care.

These efforts are also intended to ease pressure on law enforcement and the detention center by connecting individuals to services earlier and more consistently. By shifting the response from crisis-driven to more

coordinated, community-based care, the County aims to improve outcomes for individuals while making better use of limited system resources.

4.5.3.3

By grounding this project in the Sequential Intercept Model (SIM), Hernando County is taking a structured, practical approach to improving diversion and strengthening the overall system. The SIM helps ensure that individuals with behavioral health needs are identified as early as possible, diverted when appropriate, and connected to treatment and support at each stage of system involvement.

Using this framework allows the County to focus on the points where intervention can have the greatest impact, while also improving coordination between law enforcement, the courts, the detention center, and community-based providers. It supports more informed decision-making by using data to guide them where resources are most needed and how services can be better aligned.

Just as importantly, the SIM provides a clear path for ongoing improvement. Providing means by which, the County a way to track outcomes, identify gaps that still exist, and adjust strategies over time to better meet the needs of the target population.

4.5.3.4.

Hernando County will ensure full coordination of all Planning Grant and Implementation and Expansion Grant activities with the region's Managing Entity, the Florida Department of Children and Families (DCF). The County has an established working relationship with DCF and will leverage this partnership to ensure that all proposed CJMHSA activities are aligned with regional priorities, service capacity, and existing behavioral health initiatives.

Hernando County will implement the following strategies to ensure effective and ongoing coordination:

- Active Participation in Planning and Implementation Activities - DCF will be engaged as a key partner in SIM, needs assessment, and strategic planning activities, ensuring that system-level recommendations are aligned with the broader regional system of care.
- Service Alignment and Referral Pathways - The County will coordinate with community partners to map available provider capacity, identify service gaps, and strengthen referral pathways for individuals diverted from the criminal justice system. This will ensure that individuals are connected to DCF-funded services in a timely and appropriate manner.
- Regular Communication and Data Sharing - Hernando County will maintain ongoing communication with DCF, including regular coordination meetings to review project progress, discuss system challenges, and align performance outcomes. Data sharing will be conducted in accordance with all applicable confidentiality requirements to support continuous quality improvement and system monitoring.
- Integration with Regional System of Care - All diversion and treatment strategies proposed through this project will be fully integrated into the existing behavioral health system of care, avoiding duplication of services and maximizing the use of available resources.
- Sustainability and System Planning - DCF will be engaged in long-term sustainability planning, including identification of funding opportunities, service expansion needs, and strategies to maintain successful diversion initiatives beyond the grant period.

Through this coordinated approach, Hernando County will ensure that CJMHSA-funded activities are strategically aligned, efficiently implemented, and fully integrated within the regional behavioral health framework. This partnership will enhance the County's ability to divert individuals with mental illness and substance use disorders from the criminal justice system into appropriate, community-based treatment and support services, while strengthening the overall system of care.

4.5.3.5.

Hernando County demonstrates a strong, ongoing commitment to cross-system collaboration between criminal justice and behavioral healthcare partners to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring disorders. The proposed CJMHSA project builds upon existing partnerships and formalizes a coordinated, system-wide approach to diversion, treatment, and recovery support.

This commitment is further demonstrated through the County's prior participation in CJMHSA grants awarded to Lutheran Services Florida, where multiple local partners, including Hernando County Sheriff's Office, Court Administration, BayCare Behavioral Health, Hernando Community Coalition and Hernando County Health and Supportive Services actively contributed to project activities and provided matching funds. This collaborative investment reflects a shared commitment across systems to addressing the behavioral health needs within the justice involved population.

Key criminal justice partners include the Hernando County Sheriff's Office, Judiciary, State Attorney's Office, Public Defender's Office, and the Hernando County Detention Center. These entities work in coordination with behavioral health providers and system stakeholders, including DCF, local treatment providers, hospitals, and community-based organizations**.** A central long-term goal of the project is to transition the identification, care and treatment of the target population from the criminal justice system to the behavioral healthcare system, consistent with best practices. In order to achieve this, Hernando County aims to implement: pre-arrest diversion strategies that enable law enforcement to connect individuals to crisis stabilization and treatment services in lieu of arrests, post-booking diversion programs that redirect eligible individuals from prosecution or incarceration into community based care, enhanced screening and assessment protocols, enhanced case coordination and case management services, and warm handoffs and referral pathways that prioritize treatment engagement.

4.5.4. Planning Grants

4.5.4.1.

Requested funds will support the development and formalization of coordinated efforts among stakeholders serving individuals with mental health and substance use disorders who are involved in, or at risk of entering, the criminal or juvenile justice systems in Hernando County. This includes partners from law enforcement, courts, detention, behavioral health, healthcare, housing, transportation, and community-based services.

In partnership with the University of South Florida, the County will conduct a Sequential Intercept Model (SIM) workshop to examine how individuals move through the system, identify gaps in services, and highlight opportunities to improve diversion, access to care, and continuity of support. The process will bring together stakeholders to review current practices, clarify roles, and identify practical steps to improve coordination across intercept points.

Multidisciplinary workgroups will be formed to focus on priority areas such as crisis response, jail diversion, reentry planning, and access to housing and transportation. These groups will work to develop consistent referral pathways, address service gaps, and improve coordination between agencies. Data will be used to better understand service utilization, repeat system involvement, and outcomes, help guide planning and decision-making.

An existing example of cross-system coordination is the Hernando County Fire Rescue Mobile Integrated Healthcare Community Paramedicine Program. Community Paramedics work with healthcare providers, behavioral health professionals, and community organizations to provide care in the field. Through participation in the Coordinated Opioid Recovery (CORE) Network, paramedics can initiate medication-assisted treatment and connect individuals directly to follow-up care. This approach supports early intervention and reduces reliance on emergency departments and law enforcement.

The Planning Grant will build on this model by strengthening coordination with additional partners and improving connections to services at other points in the system, including jail intake, courts, and reentry.

Hernando County will formalize collaboration among key partners, including the Sheriff's Office, behavioral health providers, hospitals, the courts, the State Attorney's Office, the Public Defender's Office, and community-based organizations. These efforts will focus on improving communication, aligning processes, and coordinating access to services such as treatment, housing, and transportation.

This planning process will result in a clear framework for coordination across systems, helping to improve access to services, reduce gaps in care, and support diversion from deeper justice system involvement.

4.5.4.2.

The Strategic Plan will identify and prioritize evidence-based opportunities to intercept individuals with mental health and substance use disorders at the earliest possible point of contact with the juvenile and criminal justice systems, while maintaining public safety. The approach emphasizes early identification, timely connection to services, and the use of community-based alternatives in place of deeper system involvement.

At the front end, the plan will focus on expanding pre-arrest diversion options. This includes strengthening protocols that allow law enforcement and emergency responders to connect individuals in crisis directly to appropriate services such as crisis stabilization, detoxification, or outpatient treatment instead of initiating arrest or involuntary commitment when appropriate. Clear guidelines, training, and coordination with service providers will support consistent use of these options in the field.

At the point of initial detention, the plan will outline strategies to improve early screening and clinical assessment to quickly identify individuals who can be safely diverted. This includes establishing processes for rapid referral to community-based treatment, as well as coordination with pretrial services to support release to appropriate levels of care. Strengthening these early decision points will help prevent unnecessary progression further into the justice system.

At the court level, the Strategic Plan will enhance diversion pathways that connect individuals to structured treatment as an alternative to continued system involvement. This includes improving access to existing programs, refining eligibility processes, and ensuring timely placement into services. Expanded case management, peer support, and access to treatment, including medication-assisted treatment will be incorporated to support engagement and stability.

The plan will also address barriers that limit successful diversion, including transportation, housing instability, and gaps in service availability. Efforts will focus on improving coordination across agencies to ensure individuals can access and remain engaged in care.

All strategies will incorporate risk and needs considerations, along with appropriate supervision and monitoring, to support both individual outcomes and public safety. Performance measures will track key indicators such as diversion at early intercept points, service engagement, and reduced system involvement. Through these coordinated strategies, the presented Strategic Plan will shift intervention earlier in the process, increase the use of community-based care, and reduce reliance on deeper justice system involvement.

4.5.4.3.

Hernando County's Strategic Plan will incorporate a targeted set of evidence-based diversion strategies designed to reduce reliance on judicial commitment and increase access to community-based behavioral health services for individuals with mental illness, substance use disorders, and co-occurring disorders. These strategies are a direct response to local system challenges, including frequent crisis encounters, limited treatment capacity, and gaps in coordination, and are intended to promote least restrictive care, reduce repeat system involvement, and improve long-term outcomes.

A primary focus will be strengthening diversion at the earliest points of contact. This includes expanding pre-arrest diversion options that allow law enforcement to connect individuals in crisis directly to community-based services in lieu of involuntary examination or arrest. Strategies will include enhanced coordination with crisis stabilization units, mobile response teams, and behavioral health providers to create clear, consistent pathways for officers to use when responding to behavioral health-related calls. Training in crisis response and de-escalation will be reinforced to support appropriate decision-making in the field.

At the point of initial detention and court involvement, the plan will outline strategies to increase identification of individuals appropriate for diversion and to expand alternatives to judicial commitment. This will include strengthening screening and assessment practices at jail intake, establishing protocols for early clinical review, and improving referral processes to connect eligible individuals to treatment-based alternatives such as specialty courts or community supervision with treatment conditions. The plan will also explore opportunities to expand capacity within existing diversion programs and develop additional pathways for individuals who do not currently meet eligibility criteria but would benefit from community-based care.

The Strategic Plan will also address the need for timely access to treatment in the community. This includes identifying opportunities to expand outpatient services, medication-assisted treatment, and recovery supports, as well as improving coordination between providers to reduce delays in care. Emphasis will be placed on developing "warm handoff" processes so that individuals are directly connected to services at the point of diversion, rather than relying on self-referral.

Reentry will be another key area of focus. The plan will include strategies to ensure that individuals leaving custody are connected to services prior to release, including scheduling appointments, ensuring medication continuity, and linking individuals to case management and support services. Strengthening coordination between the detention center, courts, and community providers will help reduce gaps in care that often lead to relapse or re-arrest.

To support these efforts, the Strategic Plan will include the development of formal agreements, shared protocols, and data-sharing processes among partner agencies. This will improve communication, streamline referrals, and allow for ongoing monitoring of outcomes such as diversion rates, service engagement, and reductions in judicial commitments.

Together, these strategies are designed to shift the system toward earlier intervention, increased use of community-based treatment, and reduced reliance on judicial commitment, while maintaining public safety and improving outcomes for individuals with behavioral health needs.

4.5.6. Partnerships

Relevant organizations that are currently working with the proposed populations and how the applicant will work with those groups to reach the target populations include:

- University of South Florida Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (CJMHSA-TAC)
    - Offers services such as completing the Sequential Intercept Mapping, Needs Assessment, Strategic Plan and training opportunities to include, but limited to the following –
        - Early Intervention/Prevention Strategies (i.e., Jail Diversion strategies, Mental Health First Aid, Screening and risk assessment tools and strategies)
        - Treatment and Intervention Services (i.e., best practices for opioid use disorder and substance use disorders (SUDs), Co-occurring disorders and service delivery)
        - Reentry and Recovery (i.e., peer and recovery support services, care coordination)
        - All services provided by USF are at no cost to CJMHSA awardees.
- BayCare Behavioral Health, Inc.
    - Offers services such as psychiatric evaluations, medication management, medication assisted treatment for substances abuse, individual therapy, group therapy, crisis support, case management, and prevention classes
    - Existing programs including, but not limited to, the Mobile Crisis Response Team (MRT), Community Action Treatment Team (CAT), and Coordinated Opioid Recovery (CORE)
- Hernando Community Coalition
    - Committed to reducing the problems of alcohol and substance abuse
    - Tracking through NARCAN distribution, educational programs, and highly active community engagement
- National Alliance on Mental Illness, Hernando
    - Offers peer support, education, and skills training on mental health topics
    - Peer support programs and outreach projects such as the Roadie Truck bring clients to the office and services to the clients in their immediate area in the county.
- CareerSource Pasco Hernando
    - Services to help grow internship and career experience
    - Programs such as the youth program (18–24-year-olds) provide this age group options to explore career opportunities and skill building activities, providing both qualitative and quantitative information.
- Lutheran Services Florida Health Systems
    - Not-for-profit managing entity contracted with the DCF to oversee evidence-based behavioral health services
    - Serves as the managing entity for both regional and county opioid abatement funding through the state's opioid settlement, allowing both direct collaboration and aid in data sharing
- Hernando County Sheriff's Office (Detention Center)
    - The central intake location in Hernando County of those adjudicated for treatment as adults charged or sentenced on misdemeanor and felony crimes.
    - Will provide information about the incarcerated target population, serving as an important data source for those who have passed Intercept 1 in the Sequential Intercept Model.
- State Attorney's Office, Fifth Judicial Circuit (Court Administration)
    - Run dockets of the Treatment Courts, which include the drug court, youth court, veteran's court, and mental health court.
    - Will provide information on the target population moving through the court system, such as those with mental health and substance abuse issues
- Public Defender's Office
    - Provides quality defense services to indigent clients
    - Will provide information on the target population who cannot afford private counsel, and supplementing information from the Treatment Courts
- Florida Department of Corrections, Fifth Judicial Circuit
    - Books, processes, and evaluate inmates' health status, program needs, and security risks
    - Will also provide information pertaining to the target population in at least Intercept 4 and 5 of the SIM
- Operation PAR
    - Offers medication assisted patient services and focused on improving the quality of life for those affected by substance abuse

- Will provide information on the target population who undergo maintenance and detox, such as with methadone and buprenorphine

4.5.7. Evaluation & Sustainability

4.5.7.1. Evaluation

The project will implement a structured, multi-agency data collection process aligned with the SIM to measure performance and outcomes related to public safety, recidivism reduction, and access to substance abuse/behavioral health services. Data will be collected through coordinated partnerships among the Hernando County Detention Center, the court system, and community-based service providers. Stakeholder support is defined as the gathering and training of county stakeholders to learn both information from subject matter experts and effective evidence-based strategies on criminal justice, mental health, and substance abuse topics. Service coordination is defined as the establishment of partnerships and data sharing processes amongst the county stakeholders.

Standardized screening and assessment data will be collected at jail intake using validated behavioral health screening tools to identify individuals with mental health and substance use disorders. Data will be entered into existing agency data systems and, where feasible, integrated through data-sharing agreements to allow for cross-system tracking of individuals while maintaining confidentiality in compliance with HIPAA and 42 CFR Part 2 requirements. Unique identifiers will be used to match records across systems and monitor outcomes over time.

Data will be drawn from the Hernando County Detention Center jail management system, law enforcement records management systems, court case management systems, and behavioral health provider electronic health records. State-level data sources, including the Florida Department of Law Enforcement and the Florida Department of Children and Families, will be used to supplement local data and validate outcomes such as statewide recidivism and service utilization trends.[4/]

Data will be reviewed on both a monthly and quarterly basis by the CJMHSA Project Coordinator to assess progress toward performance benchmarks and identify areas for improvement. Ongoing data validation procedures will ensure accuracy and completeness. Findings will be used to inform continuous quality improvement, refine program operations, and ensure the project remains aligned with evidence-based practices through routine dissemination with the various project committees and PSCC.

This coordinated data collection and evaluation approach will ensure the project can effectively measure its impact on improving public safety, reducing recidivism, and expanding access to critical behavioral health services for the target population.

4.5.7.3. Sustainability

A core objective of the project is long-term sustainability, with strategies specifically focusing on strengthening system capacity, institutionalizing key practices and leveraging appropriate diverse funding and partnerships to both preserve and enhance the community's mental health and substance use service system beyond the grant period of performance. Guided by the SIM and needs assessment, the project will identify how to embed screening, diversion and treatment linkage practices across multiple intercepts to ensure the continuity of services and long-term system impact.

The project will identify evidence-based practices such as standardized behavioral health screening at jail intake, law enforcement diversion protocols, and coordinated reentry planning and propose a way they could be incorporated into existing policies and procedures of the Hernando County Detention Center, law enforcement agencies, and court systems. By embedding these practices into routine operations, the project ensures that core components continue beyond the grant period without reliance on temporary funding.

At conclusion, County staff will pursue multiple funding streams to sustain services, if successful, including state and federal grant opportunities, and local government support. Partnerships with community providers will maximize billing for covered services, while cost savings associated with reduced jail utilization and recidivism will be documented to support future budget allocations by county leadership. The project will also explore braided funding methods that combine justice, behavioral health, and public safety resources.

Sustainability will be reinforced through formalized partnerships among key stakeholders, including the Hernando County Detention Center, local law enforcement, the judiciary, and behavioral health providers, as well as state agencies such as the Florida Department of Children and Families and the Florida Department of Law Enforcement. Memoranda of Understanding (MOUs) and data-sharing agreements will formalize roles and responsibilities, ensuring continued collaboration, coordinated service delivery, and shared ownership of outcomes.

Sustainability efforts will be evaluated through the ability to implement the proposed recommendations of the Strategic Plan through the development of a future Implementation grant proposals. Demonstrated outcomes and

cost-effectiveness will be used to justify continued investment from local and state partners. Quarterly data reviews will guide continuous quality improvement and inform long-term planning.

By aligning resources across the criminal justice and behavioral health systems, the project will strengthen the overall service continuum in Hernando County, improving access to care, reducing system fragmentation, and enhancing public safety. These coordinated efforts will position the community to sustain and expand successful interventions beyond the life of the grant**.**

TAB 6. Letters of Commitment

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

Florida Department of Children and Families

RE: RFA 2526 024

The Hernando County Board of County Commissioners (BOCC) is pleased to provide this letter of strong support for the Hernando County's Housing and Supportive Services application to the Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Planning Grant administered by the Florida Department of Children and Families.

Hernando County continues to experience significant behavioral health needs, particularly among individuals involved in or at risk of involvement in the criminal justice system. Local data, including high utilization of involuntary examinations under the Baker Act and increasing system demand, underscore the urgent need for coordinated, evidence-based planning to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring conditions.

This Board fully supports the County's commitment to a data-driven, collaborative planning process guided by the Sequential Intercept Model (SIM). This approach will bring together key stakeholders across law enforcement, the judiciary, behavioral health providers, and community-based organizations to identify system gaps, align resources, and develop effective diversion strategies. The proposed planning activities—including a comprehensive needs assessment, resource mapping, and development of a Strategic Plan—are critical to advancing a more coordinated and efficient system of care to pursue future Implementation funding opportunities.

Hernando County has demonstrated a strong commitment to cross-system collaboration and will continue to work closely with the Department of Children and Families, as well as local and regional partners to ensure alignment with the broader behavioral health system of care. The BOCC recognizes the importance of this initiative in reducing unnecessary justice system involvement, improving access to community-based treatment, and enhancing public safety.

The Board of County Commissioners is fully committed to supporting the planning process and the implementation of resulting strategies. Hernando County will continue to leverage local resources, staff capacity, and stakeholder engagement to ensure the success and sustainability of this initiative. The CJMHSA Planning Grant will provide a critical opportunity to strengthen our local system of care and improve outcomes for some of our most vulnerable residents.

Thank you,

_____

Jerry Campbell, Chairman

Hernando County Board of County Commissioners

www.hernandosheriff.org

SHERIFF
Al Nienhuis

Hernando County Sheriff's Office
A STATE ACCREDITED LAW ENFORCEMENT AGENCY

P.O. BOX 10070 - BROOKSVILLE, FL 34603-0070 FAX 352 796-0493 PHONE 352 754-6830

March 26, 2026

Grant Review Committee,

On behalf of the Hernando County Sheriff's Office Detention Center, I support Hernando County's application for funding under the Criminal Justice, Mental Health, and Substance Abuse Grant Program.

Our detention center sees firsthand the challenges involving individuals with mental health and substance use issues who come into contact with the criminal justice system. We recognize the value of strong coordination between local government, service providers, and public safety partners to improve outcomes and use resources more effectively.

If awarded, the Hernando County Sheriff's Office Detention Center will continue to support this effort through participation in the Public Safety Coordinating Council, cross-agency coordination as needed, and detention-related data sharing consistent with legal and confidentiality requirements.

We appreciate the opportunity to support this application and continued collaboration on efforts that improve public safety and connect individuals to appropriate services.

Major Shaun Klucznik, MA, CJM, CCHP
Judicial Services Bureau Commander | Jail Administrator
Hernando County Sheriff's Office
16425 Spring Hill Drive
Brooksville, FL 34604
Office: (352) 797-3401
President, American Jail Association
Commissioner, Florida Corrections Accreditation Commission
FBI National Academy 283 | 10th NJLCA

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

March 20, 2026

Reference: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee:

On behalf of Hernando County Fire Rescue (HCFR), this letter confirms our pledge of support for Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA).

HCFR's Community Paramedicine program is 100% funded by DCF; therefore, such a match would not be eligible; however, we would like to offer our support by demonstrating our participation and existing collaboration within the community. HCFR will support the proposed CJMHSA Planning project by carrying out the following role(s):

- **Role/Function: Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.**
- **Target Population: Adult, 18 to 25 years.**
- **Coordination Activities: Attending planning meetings, identifying resources, and community networking.**

Respectfully,

John S. Pearson (EMS Manager / MIH – CP Coordinator)

STATE OF FLORIDA

FIFTH JUDICIAL CIRCUIT

ADMINISTRATIVE OFFICE OF THE COURTS

CITRUS, HERNANDO, LAKE, MARION AND SUMTER COUNTIES

Daniel B. Merritt, Jr.
Chief Judge

Jeffery K. Fuller
Trial Court Administrator

March 25, 2026

Re: Letter of Support- CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of Hernando County's Treatment Courts, I am writing to express support for Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to diversion, treatment access, crisis response, reentry, system coordination and addresses documented needs to expand services to and reduce recidivism of adult (18+ years of age) individuals (Target Population) diagnosed with mental health, substance abuse issues, or co-occurring disorders who are at risk of involvement in the criminal justice system within Hernando County.

Hernando County Treatment Court will support the project's goals and will continue to collaborate with Hernando County to provide timely services to and address the needs of the Target Population.

Katie Mosley-Rusha

Katie Mosley-Rusha

Hernando County Treatment Supervisor

5th Judicial Circuit - Hernando County

☐Citrus County Courthouse
110 N. Apopka Avenue
Inverness, FL 34450
(352) 341-6700
(352) 341-7008 Fax

☐ Hernando County Courthouse
20 N. Main Street
Brooksville, FL 34601
(352) 754-4402
(352) 754-4235 Fax

☐ Lake County Courthouse
P.O. 7800/550 W. Main Street
Tavares, FL 32778
(352) 253-1604
(352) 253-1630 Fax

☐ Marion County Judicial Center
llON.W. First Avenue
Ocala, FL 34475
(352) 401-6700
(352)401-7883 Fax

☐ Sumter County Courthouse
215 E. McCollum Avenue
Bushnell, FL 33513
(352) 569-6950
(352) 569-6951 Fax

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS
Secretary
RICKY D. DIXON

501 South Calhoun Street, Tallahassee, FL 32399-2500
www.dc.state.fl.us

February 26th, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of the Florida Department of Corrections, Probation and Parole Services, I am writing to express support for the Hernando County Florida Housing and Supportive Services' application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to re-entry and addresses documented needs of the criminal justice community within Hernando County, Florida.

While the Florida Department of Corrections will not serve as an implementation partner, we support the project's goals and ongoing collaboration.

Sincerely,

Jeffrey King

Jeffrey King
Circuit Administrator
Florida Department of Corrections
Fifth Judicial Circuit

CIRCUIT 05 PROBATION AND PAROLE SERVICES
4416 S. HWY 301 BUSHNELL FL 33513
(352) 609-6105

BayCare
Behavioral Health

P.O. Box 428
New Port Richey, FL 34656-0428
T. 727.841.4200
F. 727.816.1760
www.baycare.org/behavioralhealth

March 3, 2026

Re: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee:

On behalf of BayCare Behavioral Health, Inc., this letter confirms our commitment to participate as a partner in Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA).

BayCare Behavioral Health, Inc., will support the proposed CJMHSA Planning project by carrying out the following role(s):

- Role/Function: Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.
- Target Population: Adult, 18-25 years
- Coordination Activities: Attending planning meetings, identifying resources, and community networking.

As part of this commitment, BayCare Behavioral Health, Inc., will contribute the following resources during the grant period (if applicable):

- Staff time (estimated hours/FTE):
  - In-Kind FTEs: Six (6)
  - In-Kind Salary: $6,527
  - In-Kind Fringe Benefits: $1,765
  - Total: $8,292

This commitment is contingent upon award of funding by the Florida Department of Children and Families and does not represent a financial obligation beyond the scope described above.

Sincerely,

Gail Ryder, Vice President
BayCare Behavioral Health

UNIVERSITY of SOUTH FLORIDA
College of Behavioral & Community Sciences
Criminal Justice, Mental Health, and
Substance Abuse Technical Assistance Center

February 24, 2026

Erik Rizzo, MPH, CPH
Mental Health and Substance Abuse Data Analyst
Housing and Supportive Services
Hernando County Board of County Commissioners
621 W Jefferson Street, Brooksville, FL 34601

SUBJECT: Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant, RFA 2526 024

Dear Mr. Rizzo,

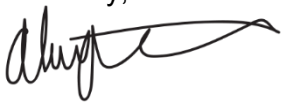
On behalf of the University of South Florida (USF) CJMHSA Technical Assistance Center, it is my pleasure to write this letter of support for The Hernando County Board of County Commissioners to pursue a State of Florida Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Planning Grant released by the State of Florida Department of Children and Families (Grant # RFA2526024).

If awarded, the USF CJMHSA Technical Assistance Center is prepared to provide all requested training, technical assistance, and consultation in support of the planning goals for Hernando County's reinvestment grant program. Based on preliminary discussions during pre-award consultations, the TAC commits to hosting a Hernando County Sequential Intercept Mapping (SIM) event focused on the adult population within the first two quarters of year one of the grant program. The SIM process will serve as a comprehensive planning approach, incorporating a structured assessment of system strengths, gaps, and resource needs, and culminating in a data-informed strategic action plan to guide future implementation efforts.

As you know, we have met routinely with representatives from Hernando County as part of the county's past juvenile grant and in anticipation of preparing a proposal for the RFA2526-024 opportunity. We are eager to support continued programming through this grant opportunity.

We are committed to working with The Hernando County Board of County Commissioners and Hernando County stakeholders in meeting technical assistance needs as they relate to this planning grant proposal. You can contact me at ashockley1@usf.edu or call directly at 813-974-2330.

Sincerely,



Abby Shockley, MPH, CPH
Director, USF CJMHSA TAC
www.floridatac.org

February 27, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of CareerSource Pasco Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns closely with community priorities related to diversion, treatment access, crisis response, reentry services, and cross-system coordination. It addresses well-documented needs among both adults and youth in Hernando County who are experiencing mental illness, substance use disorders, or co-occurring conditions and who are involved in, or at risk of entering, the criminal justice system. Strengthening coordinated responses for these individuals is critical to improving public safety, enhancing long-term recovery outcomes, and promoting community stability.

CareerSource Pasco Hernando recognizes that stable employment and access to workforce services are key components of successful recovery and reentry. While we will not serve as an implementation partner for this grant, we are committed to supporting the project's goals through ongoing collaboration and coordination with local partners. This includes maintaining open communication to align workforce resources with community needs, sharing labor market information to inform program planning, and exploring opportunities to connect eligible participants to employment, training, and career pathway services when appropriate.

We value the collaborative efforts of Hernando County and its partners to build a more responsive, integrated system of care. CareerSource Pasco Hernando remains dedicated to working alongside community stakeholders to support initiatives that improve outcomes for justice-involved individuals and strengthen the overall well-being of our region.

Sincerely,

Jerome Salatino
CEO/President
Pasco-Hernando Workforce Development, Inc.

HCC
Hernando Community Coalition

13001 Spring Hill Drive, Spring Hill, FL 34609
Email: tresa@cenaps.com
Office: 352-596-8000
www.hernandocommunitycoalition.org
Facebook: https://www.facebook.com/HCCADC/

March 31, 2026

Dear Grant Review Committee,

On behalf of the **Hernando Community Coalition**, I am pleased to express our full support and commitment to the Hernando County Board of County Commissioners in its application for funding under the **Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant Program**.

The Hernando Community Coalition is dedicated to improving outcomes for individuals experiencing mental health and substance use challenges, particularly those who intersect with the criminal justice system. Through strong cross-sector collaboration, our coalition works to enhance public safety, improve access to treatment and recovery services, and promote effective diversion and prevention strategies across Hernando County.

If awarded, the **Hernando Community Coalition** commits to actively supporting the implementation of this project. Our commitment includes, but is not limited to:

- Continued participation in the **Hernando County Public Safety Coordinating Council (PSCC)**
- Participating in cross-agency planning, coordination, and case management efforts
- Supporting data-sharing initiatives, consistent with legal and confidentiality requirements
- Assisting with training initiatives related to crisis intervention, de-escalation, diversion, and trauma-informed care
- Supporting community engagement and prevention efforts aligned with CJMHSA priorities
- Participating in program evaluation and continuous improvement activities

Through this partnership, the Hernando Community Coalition will work collaboratively to:

- Reduce recidivism and unnecessary justice involvement
- Improve access to behavioral health and substance use treatment services
- Strengthen diversion and crisis response strategies
- Enhance coordination across law enforcement, behavioral health, and community providers

The Hernando Community Coalition is committed to sustaining these partnerships beyond the grant period and will continue working with county leadership and community stakeholders to identify long-term strategies, resources, and system improvements.

We appreciate the opportunity to support this important initiative and look forward to continued collaboration to improve outcomes for individuals and families in Hernando County.

Please feel free to contact me at 352-596-8000 or tresa@cenaps.com should you require any additional information.

Sincerely,

Tresa J. Watson
Executive Director

NAMI Hernando
National Alliance on Mental Illness

Our Mission is to promote mental health wellness in our community through education, support, advocacy, empowerment and outreach; Serving Hernando County for over 40 years!

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of NAMI Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

This proposed initiative directly aligns with the critical needs we see daily in Hernando County. Individuals experiencing mental health and substance misuse challenges—particularly those involved in or at risk of entering the criminal justice system—often face significant barriers to accessing timely, coordinated care. Strengthening diversion efforts, expanding access to treatment and recovery supports, enhancing crisis response, and improving reentry services are essential to breaking cycles of incarceration and promoting long-term recovery.

NAMI Hernando is committed to serving as an active partner in this effort. Through our Recovery Community Center and outreach initiatives, we provide evidence-based peer support, recovery education, and connection to community resources for individuals and families. Our services include individual peer support, recovery support groups, workforce development through our Certified Recovery Peer Specialist (CRPS) training program, and community-based outreach designed to meet individuals where they are.

We also collaborate closely with local partners including law enforcement, specialty courts, detention facilities, and behavioral health providers to support diversion and reentry efforts. Our peer specialists play a vital role in bridging gaps between systems, helping individuals navigate services, build recovery capital, and develop sustainable plans for stability.

If funded, NAMI Hernando will support this initiative by providing peer support services, assisting with engagement and retention of participants, and strengthening coordination across systems to ensure individuals receive comprehensive, person-centered care. We are committed to working collaboratively to improve outcomes, reduce recidivism, and enhance the overall health and safety of our community.

We fully support this application and look forward to continuing our partnership to create meaningful, lasting impact in Hernando County.

Sincerely,

Tina Kinney

Tina Kinney | Executive Director
NAMI Hernando, Inc.

TAB 7. Supporting Documents

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
April 18,2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC – Antonio Cancelli, Analyst
Hernando County BOCC Commissioner – Jerry Campbell
Hernando County Sheriff's Office (Corrections) – Shelby Bishop
Hernando County Sheriff's Office Law Enforcement – Kim Rodgers
Hernando County Mid Florida Area Homeless - Absent
State Attorney's Office –
Public Defender Office – Ray Dakich
BayCare – Sandra Marrero; Cornell O'Donnell
FL Department of Corrections – Samuel Flynn
Court Administration – Shana Felton
Juvenile Probation – Roberta Ellis
Department of Children and Families – Absent
Hernando Community Coalition – Tresa Watson
Spring Brook – Absent
Dawn Center Hernando – Cheyenne Miranda
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Stephanie McCann
Primary Consumer of Mental Health – Vacant
Operation Par – Absent
Eckerd – Absent

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:08 pm and introductions were made.

I. Review and Approval of Minutes

April 18, 2025, meeting minutes were reviewed with a motion with amended minutes made by Sandra Marrero and second by Stephanie Mccann. Motion passed unanimously.

II. Opioid Crisis Plan

Veda Ramirez advised that Hernando County Opioid Response Plan was approved by the Board of County Commissioners at the March 11, 2025, meeting. Informed the group that we will be providing the group with a copy as needed, but it can also be found of the County's website.

III. NAMI Presentation Community (Bridge Hospital and Jail) and Recovery Program

Tina Kinney provided the group with a presentation of the services and processes of the Community Bridge (hospital and jail) and Recovery Community Program. Reported that they have been working with Community Health Improvement.

IV. Agency Quarterly Data Report.

Antonio Cancelli, Hernando County's Opioid/Mental Health Data Analyst informed the group that as he reviewed and analyzed the data from quarter one (1), he was able to provide the group with a review of the efforts taking place in Hernando County.

A summary of MAT revealed the average active MAT patients total 358, new enrollment is 179, treatment completions are 133 average retention rate is 89.5% average recovery support services 97 showing high retention and integration rates. A majority of the MAT clients receive suboxone, followed by brixadi, vivitrol, and suboxone/brixadi.

More Be Hero materials are being presented, followed by Be a Hero material, the Narcan Kit distribution, Narcan Training, NAS/SEN presentation, Relapse Prevention Group, Opioid Dangers, and Senior Prescription Bootcamp

Data reported a decrease in opioid emergencies and drug arrest, but alarming fentanyl spikes are persistent

The number of events has increased and the number of participants: Community events reached over 350 participants followed by school prevention at 285 and family education at 198, support groups 156 and training sessions at 124. Age Distribution of individuals served highest to lowest depicted the following age group: 30-39, 40-49, 50-59, 20-29, 60-69, 70-79, and 10-19.

Veda expressed that we hope to have this data available at every Public Safety Coordinating meeting. An encouraged agencies that information can be better if we share more detailed information.

III. Hernando County Fentanyl Spike Presentation

Antonio Cancelli followed with another presentation regarding the fentanyl spikes that had occurred in Hernando. Data for fentanyl crisis revealed that age group 12-25 illustrated increases in fentanyl incidents more than other Age group 26-34 were still high, but numbers were showing a decrease. However, youth 12-17 showed the highest increase almost doubling. Brooksville had the highest number of adult incidents whereas Spring Hill had the highest youth incidents.

In terms of zip codes, from highest instance were 34606, 34608, 34613. 34607, 34601, 34604, 34609, 34607, 34602, 34614.

Males were more disproportionately affected than female, specifically among 26-34 age group. Hernando county consistently shows higher fentanyl incident rates than the State of Florida and data shows fentanyl rates are steadily increasing.

The challenges identified seem to be limited weekend admission and timeframes, specific treatment of youth, delayed licensing, staffing, policy - limited access to medical marijuana, and cost.

Opened the discussion for input and feedback from the group. Some of the ideas suggested were

- Youth led initiatives
- Target Initiatives
- Communities Talk - App
- More Youth Peer Classes

V. OLD/New Information/Concerns

N/A

Meeting adjourned. Roberta Kelly motioned for meeting be adjourned and John Kinzie seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
July 18, 2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC – Stephen Pasquale, MHSA Resource Coordinator
Hernando County BOCC Commissioner – Jerry Campbell
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva; Lizeida Soto
Hernando County Sheriff's Office (Corrections) – Lt Beetz, Justin
Hernando County Sheriff's Office Law Enforcement – Captain John Cameron; Dep. A Sharma
LSF Health System – Lesley Hersey; Nancy Baez
Mid Florida Homeless Coalition – Coreen Garrity; La'Kayla Bias
State Attorney's Office – Excused
BayCare – Cody Bauer; Chanell O'Donnell; Sandy Soares
FL Department of Corrections – Samuel Flynn
Court Administration – Katie Mosley-Rusha
Juvenile Probation – Roberta Ellis
Department of Children and Families – Absent
Hernando Community Coalition – Tresa Watson
Spring Brook – Keisha Williams; Jamie McAdams
Dawn Center Hernando – Jasmyn Moreno
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie; Shayanne Neumann
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Stephanie McCann
Primary Consumer of Mental Health – Vacant
Operation Par – David Jackson
Youth and Family Alternative – Bonnie Rogers

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:07pm and introductions were made.

I. Review and Approval of Minutes

April 18, 2025, meeting minutes were reviewed and motion approved with correction of name from Cornell O'Donnell to Chanell O'Donnell. Made by Tresa Watson and second by Keisha Williams. Motion passed unanimously.

II. Hernando County Opioid Grants

Stephen Pasquel announced the recipients of Hernando County Opioid Funding and the activities they will be providing which are listed below.

BayCare: Project: Engage and Retain. Serve unfunded/under-funded Hernando County adults with an opioid use disorder; substance use disorder or a cooccurring disorder. Project will provide an enhanced approach for reducing barriers for new and established patients who are at risk at treatments disengagement or dissuaded from initiating treatment at BayCare Behavioral Health Hernando ambulatory clinics and community-based programs. Increase efforts to engage and retain patients at all levels of treatment.

Treatment Courts: Project: Serve at least 50 new individuals each year as well as the current 90 participants with an OUD/SUD or mental health diagnosis, with case management, coordination of services, opioid prevention education, tools and services, peer support, recovery support services, residential treatment, intensive outpatient treatment. Transportation, career resources, criminal suppression services, housing services and random and frequent drug testing.

Premier: Project: Expand access to substance misuse treatment services, opioid prevention, and treatment services, specifically behavioral health therapy and medication management

NAMI: Project: Mobile Pop-Up Recovery Center. Reduce barriers to recovery by offering a mobile pop-up recovery center that meets individuals where they are both physically and in their recovery journey.

Operation PAR: Project: Increase access to medication-assisted treatment (MAT) through their existing program. Expand MTA and peer support services to individuals with opioid use disorders incarcerated at the Hernando County Jail through their mobile MAT unit.

Recovery Epicenter Foundation: Project: Peer Support Respite. Reduce overdose death by providing short term non-medical stabilization for those who would otherwise end up in hospital emergency rooms, local motels, or homeless.

III. Agency Quarterly Report.

Veda Ramirez discussed turning in written report instead of verbally providing information at the meeting. Requested agencies again to please provide information in writing at least one week prior to the meeting. Encouraged those that have items to report on to please see of office by email and provide email address.

Veda also advised that unfortunately, we longer have access to a data analyst to analyze the data from the reports but to please continue to report and submit data for information to be analyze later.

IV. Discussion

The need to implement services for re-entry planning was discussed in Hernando County, especially for sober living and sheltering, as well as other diversion programs. Veda Ramirez discussed previously conversation about Sequential Intercept Mapping to confirm the group interest in having another conducted in the area to see what and where gaps in services exist. Provided the information on SIM and how it works. The group is still very interested in bringing this back to reassess needs. Office to reach out to University of South Florida to see what is needed to start the process.

Veda Ramirez also reported the need update our Transportation Plan and submit it to Department of Children and Families by July 1, 2026. Advised that we will be bringing a copy to the next meeting to discuss possible updates and changes before going to the BOCC for approval.

Advised group of next quarterly meeting October 17, 2025,

Meeting adjourned. Tresa Watson motioned for meeting to be adjourned. Samuel Flynn seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
October 17, 2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC Commissioner – Absent
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva
Hernando County Sheriff's Office – Lizeida Soto
LSF Health System = Absent
Mid Florida Homeless Coalition – Coreen Garrity; Chris Carter
State Attorney's Office – Excused
BayCare – Cody Bauer; Chanell O'Donnell; Sandra Marrero; Elisia Burse
FL Department of Corrections – Jeffrey King, Matthew Shelby, Samuel Flynn
Court Administration – Katie Mosley-Rusha
Juvenile Probation – Absent
Department of Children and Families – Absent
Hernando Community Coalition – Absent
Spring Brook – Absent
Dawn Center Hernando – Absent
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – Absent
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Absent
Primary Consumer of Mental Health – Vacant
Operation Par – David Jackson

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:05pm and introductions were made.

I. Review and Approval of Minutes

July 18, 2025 meeting minutes were reviewed and a motion was made to approve by Katie Mosley Rusha and second by Samuel Flynn. Motion passed unanimously.

II. Hernando County Baker Act Transportation Plan

Veda Ramirez issued the group a copy of the transportation Plan and advised the group of the purpose and that it was time to update and provide to Department of Children and Families. Advised that Deputy

Sharma approached the county and advised that they were interested in making a change in the plan that would permit Hernando County Sheriff Office to transport clients to treating facility even if it meant going out of county. Deputy Sharma was not available at the meeting to explain more so issue was tabled until next meeting.

II. Hernando County Opioid Efforts and Reports

Veda Ramirez advised that the County Opioid Abatement Agreements were issued to providers and agencies that submitted and was approved for funding and LSF Health funding agreements were also finalized. Advised that there was a noticeably drop in funding and an increase in funding requests. Informed the group of the importance in monthly reports and reporting accurately and in detail on the objectives and goals of their projects as projects become more competitive because the data for the reports and needs of the community will be a huge determining factor in what projects are funded. Advised that we've hired a new data analyst and are in the process of interviewing for a new Mental Health and Substance Abuse Resource Coordinator. We will be streamlining reports with the information we need to analyze and evaluate the effectiveness of the projects as well as asking for additional data from agency and hope all will assist in our efforts.

IV. Agency Quarterly Data Report and Trends.

Emphasized the importance of providing written data so that information would not be misrepresented and we can possibly have up to date data outcomes for the meeting. Advised that we will attempt to request data when we send out meeting agenda or sooner.

Several agencies reported data, but a request was made to provide information to us in written format by email.

Discussed trends in the county beginning with Brooksville Youth Academy and the amount of Baker Acts and resources that are being utilized for non-county residents. Looking for them to participate in a meeting of some format to discuss concerns and resolution.

Operation Par stressed that they were waiting to see if changes to legislation or ruling for take home addiction medication was taking place as it would affect how they provide services.

V. OLD/New Information/Concerns

A request made to reach out to Oxford House for attendance to expand upon housing as Sober Living is an increase concerned and two (2) agencies stressed an increase in cocaine usage.

Meeting adjourned. Shelby Bishop motioned for meeting to be adjourned. Correen Garrity seconded the motion. Motion passed unanimously.

Contract No. LH816
CFDA No(s). N/A
CSFA No(s). 60.115

Client Services ☐ Non-Client ☒
Subrecipient ☐ Vendor ☒
Federal Funds ☐ State Funds ☒

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and University of South Florida, Board of Trustees, a public body corporate, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of providing technical support, pursuant to s. 394.659, F.S., to Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant Program, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed $2,500,000.00.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: Research Projects Receivables
Address: Post Office Box 86458
City: Orlando State:FL Zip Code:32886-4568
Phone: _____ Ext: _____ E-mail: _____

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: Eric Kern, Director, Sponsored Research
Address: University of South Florida
Research and Innovation
4019 E. Fowler Avenue, Ste 100
City: Tampa State:FL Zip Code:33617-2008
Phone: 813-974-6001 Ext: _____ E-mail:
rsch-awards@usf.edu

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: Abby Shockley, MPH | Director
Address: 13301 Bruce B Downs Blvd, MHC 2615
City: Tampa State:FL Zip Code:33612-3807
Phone: (813) 974-2330 Ext: _____ E-mail: ashockley1@usf.edu

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: Jennifer Benghuzzi
Address: Department of Children and Families
2415 North Monroe Street, Suite 400
City: Tallahassee State:FL Zip Code:32303
Phone: (850) 717-4348 Ext: _____ E-mail: jennifer.benghuzzi@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective July 1, 2021 or the last party signature date, whichever is later. The service performance period under this Contract shall commence on July 1, 2021 or the effective date of this Contract, whichever is later, and shall end at midnight, Eastern time, on June 30, 2026, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 2.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than 60 days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is exempt from the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

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4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

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

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

4.16.6 A brief description of the purpose of the contract and the types of services provided under each contract.

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.5 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

☒ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☐ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment __ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also. at its own cost. implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 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 Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

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6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

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7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment N/A. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "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.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than $25 million in total federal funding.

8.2.2 The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: http://www.whistleblowers.gov.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this **40** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: University of South Florida, Board of Trustees, a public body corporate		FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES	
Signatur Print/Typ		Signature Print/Typ	Shevaun L. Harris
Name:	Eric Kern	Name:	Shevaun L. Harris
Title:	Director, Sponsored Research	Title:	Secretary
Date:	6/24/2021 | 2:59 PM EDT	Date:	6/24/2021 | 5:13 PM EDT

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

Federal Tax ID # (or SSN): 59-3102112 Provider Fiscal Year Ending Date: 06/30.

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Program Specific Terms

In addition to the provisions of Section 1.4.1, the following definitions apply to this Contract.

A-1.1.1. **Applicant** means a county or consortium of counties, or a not-for-profit community provider or managing entity designated by a county planning council or committee, as described s. 394.657(5), F.S., when submitting an application in response to a Request For Applications (RFA) under the Criminal Justice Substance Abuse Mental Health Reinvestment Grant Program.

A-1.1.2. **Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program** (hereinafter referred to as "Reinvestment Grant Program") means the program created in s. 394.656, F.S.

A-1.1.3. **The Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center** (hereinafter referred to as "TAC") means the center created in s. 394.659, F.S.

A-1.1.4. **Grantee** means any Applicant awarded funding as a result of a Reinvestment Grant Program RFA.

A-1.1.5. **Sequential Intercept Mapping** means a process for reviewing a local community's behavioral health, criminal justice, and related systems and identifying points of interceptions where interventions may be made to prevent an individual with a substance use disorder or mental illness from entering further into the criminal justice system.

A-2. STATEMENT OF WORK

There are no additional provisions to this section of the Standard Contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Standard Contract.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 The last sentence in Section 4.7.1 is hereby amended to read: "For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department, its employees, agents or contractors during the term of this Contract and perpetually thereafter for Florida government purposes."

A-4.2 The last sentence in Section 4.7.2 is hereby amended to read: "Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for Florida government purposes."

A-5. RECORDS, AUDITS AND DATA SECURITY

At execution, services under this Contract do not require the Provider to access Department information systems or maintain any client or other confidential information in electronic form as referenced in Section 5.5, therefore the provisions of CFOP 50-2 are not applicable to services under this Contract. In the event this Contract is subsequently amended to authorize access to Department information systems or maintenance of client or other confidential information, the provisions of Section 5.5 shall apply as of the amendment execution.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no additional provisions to this section of the Standard Contract.

A-7. OTHER TERMS

There are no additional provisions to this section of the Standard Contract.

A-8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

A-9. CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

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EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A1-1 FEDERAL AUTHORITY

A1-1.1 Block Grants Regarding Mental Health and Substance Abuse

A1-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

A1-1.2 Department of Health and Human Services, General Administration, Block Grants

45 C.F.R. Part. 96

A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 C.F.R. Part 54

A1-1.4 Confidentiality of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A1-1.5 Security and Privacy

45 C.F.R. Part 164

A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A1-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 C.F.R., Part 260

A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A1-2 FLORIDA STATUTES

A1-2.1 Child Welfare and Community Based Care

Ch. 39, F.S. Proceedings Relating to Children

Ch. 402, F.S. Health and Human Services: Miscellaneous Provisions

A1-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S. Public Health: General Provisions

Ch. 386, F.S. Particular Conditions Affecting Public Health

Ch. 394, F.S. Mental Health

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Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A1-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

A1-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

A1-2.5 Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Interstate Compact on Juveniles; Use of detention; prohibitions

A1-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

A1-3 FLORIDA ADMINISTRATIVE CODE

A1-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C.	Foster Care Licensing
Ch. 65C-14, F.A.C.	Child-Caring Agency Licensing

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Ch. 65C-15, F.A.C.	Child-Placing Agencies

A1-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
Ch. 65E-11, F.A.C.	Behavioral Health Services
Ch. 65E-12, F.A.C.	Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs
Ch. 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

A1-3.3 Financial Penalties

Ch. 65-29, F.A.C.	Penalties on Service Providers

A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

CFOP 155-10 / 175-40	Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals from The Department of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.425, F.S.	Extra Compensation Claims prohibited; bonuses; severance pay
S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Ch. 69I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
CFO's Memorandum No. 01	Contract and Grant Reviews and Related Payment Processing Requirements
CFO's Memorandum No. 02	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20	Compliance Requirements for Agreements
2 C.F.R., Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 C.F.R., Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
45 C.F.R., Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

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A1-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

Under this Contract, the Provider shall provide technical support and resource sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

B-2. MAJOR CONTRACT GOALS

The TAC shall assist Applicants in preparing a Reinvestment Grant Program application; projecting the effect of grant programs on county detention facility populations; monitoring the effect of the Reinvestment Grant Program on county criminal justice systems; disseminating and sharing evidence-based practices among Grantees; acting as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health and substance abuse; coordinating and organizing the process of state interagency justice, mental health, and substance abuse workgroups, if so directed by the Department, with the outcomes of the local grant projects for state and local policy and budget development and system planning.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1. Service Area

The Provider shall provide services to Reinvestment Grant Program Applicants and Grantees throughout Florida as determined by the Department's grant solicitations.

B-3.2. Service Delivery Locations

The Provider's headquarters are located at 13301 Bruce B. Downs Boulevard, Tampa, Florida, 33612. The Provider shall deliver services to Applicants and Grantees statewide through a combination of remote technical assistance and on-site technical assistance as specified in Section C-1.

B-3.3. Service Times

B-3.3.1. Services shall be provided, at a minimum, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, except for State and University recognized holidays. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

B-3.3.2. The Provider shall ensure trained staff are available for technical assistance at other times convenient to the Applicants, Grantees, and the Department.

B-3.3.3. The Provider shall schedule all formal technical assistance activities at times designed to ensure the greatest participation possible by attendees.

B-3.3.4. Scheduled dates for formal technical assistance and deliverable due dates are subject to change by the Department based on delays beyond the control of the Provider or the Department.

B-3.4 Changes in Location

The Provider shall notify the Department in writing a minimum of one week prior to making changes in office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email.

B-3.5 Program Years

For the purposes of this Grant Agreement, Program Years are defined as:

B-3.5.1 Program Year 1: 7/1/21 - 6/30/22

B-3.5.2 Program Year 2: 7/1/22 - 6/30/23

B-3.5.3 Program Year 3: 7/1/23 - 6/30/24

B-3.5.4 Program Year 4: 7/1/24 – 06/30/25

B-3.5.5 Program Year 5: 7/1/25 – 06/30/26.

B-4. CLIENTS TO BE SERVED

This is a non-client services Contract.

B-5. CLIENT ELIGIBILITY

This is a non-client services Contract.

B-6. CLIENT DETERMINATION

This is a non-client services Contract.

B-7. EQUIPMENT

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including but not limited to computers, telephones, copier and fax machine, supplies and maintenance.

B-8. CONTRACT LIMITS

The total funds awarded under this Contract shall not exceed $500,000.00 per Fiscal Year and $2,500,000.00 over the lifetime of this Contract.

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EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

C-1.1. Technical Assistance Tasks

C-1.1.1. The Provider shall provide technical assistance to Applicants as follows:

C-1.1.1.1. Assist in the preparation of the Reinvestment Grant Program application.

C-1.1.1.2. Assist in identifying key stakeholders in the community.

C-1.1.1.3. Provide off-site technical assistance, via phone calls, conference calls, emails, or other electronic means.

C-1.1.1.4. Project the effect of the proposed intervention on the population of the county's detention facility.

C-1.1.2. The Provider shall provide technical assistance to Grantees as follows:

C-1.1.2.1. Monitor the effect of a Grant award on the criminal justice system in the county.

C-1.1.2.2. Conduct a technical assistance needs assessment survey at the beginning of each Fiscal Year.

C-1.1.2.3. Provide assistance to Grantees completing the technical assistance needs assessment survey.

C-1.1.2.4. Conduct Sequential Intercept Mapping as part of a planned TA Needs Assessment Survey priority.

C-1.1.2.5. Conduct a minimum of one formal technical assistance visit to Planning Grantees. The formal visit may be either on-site (if requested by Grantee) or conducted remotely.

C-1.1.2.6. Conduct a minimum of two formal on-site or remote technical assistance visits to Implementation and Expansion Reinvestment Grantees within a three-year period.

C-1.1.2.7. Conduct three formal technical assistance conference calls with all Grantees in at least three separate quarters of each Fiscal Year.

C-1.1.2.8. Provide ongoing off-site technical assistance to Grantees upon request via remote conferencing, phone calls and conference calls, emails, or other electronic means.

C-1.1.3. The Provider shall provide technical assistance to the Department as follows:

C-1.1.3.1. Identify Subject Matter Experts available to provide technical assistance, consultation and training to the Applicants and Grantees on topics that are related to, but not limited to, the following:

C-1.1.3.1.1. Strategic planning and local system development.

C-1.1.3.1.2. On-site reviews of a grantee's overall approach, program development, goals and objectives.

C-1.1.3.1.3. On–site consultation on CJMHSA advisory membership development, roles and responsibilities; communication with County Commissions, local resources.

C-1.1.3.1.4. Application of the Sequential Intercept Model.

C-1.1.3.1.5. Use of evidence-based and best practices.

C-1.1.3.1.6. Crisis Intervention Teams (CIT), mobile crisis models, and transportation plans.

C-1.1.3.1.7. Jail Diversion systems and models such as Central Receiving Systems and Baker Act or Marchman Act diversion programs.

C-1.1.3.1.8. Forensic Intensive Case Management.

C-1.1.3.1.9. Supportive housing and Housing First initiatives.

C-1.1.3.1.10. Discharge planning and re-entry programs.

C-1.1.3.1.11. Juvenile justice systems development.

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C-1.1.3.1.12. Cost effectiveness and methods of cost offset or avoidance.

C-1.1.3.1.13. Grant writing and proposal development.

C-1.1.3.1.14. SAMHSA Tool kits and additional federal resources.

C-1.1.3.1.15. Screening and risk assessment tools.

C-1.1.3.1.16. Guidance on HIPAA barriers and solutions.

C-1.1.3.1.17. Access to other state, national consultants and CJMHSA experts through conference calls.

C-1.1.3.1.18. Jail diversion and the Reinvestment Grant Program.

C-1.1.3.1.19. Substance use disorder system planning.

C-1.1.3.1.20. Best practices associated with opioid use disorder interventions.

C-1.1.3.1.21. Application of Medication Assisted Treatment in criminal justice settings.

C-1.1.3.1.22. Data analysis and evaluation of grant impact.

C-1.1.3.1.23. Best practices for the use of peers and recovery support services / Recovery-oriented systems of care.

C-1.1.3.1.24. High-Fidelity Wraparound application to juvenile justice programs.

C-1.1.3.1.25. Mental Health First Aid.

C-1.1.3.1.26. Children's System of Care planning and coordination.

C-1.1.3.1.27. Addressing stigma across systems and programs.

C-1.1.3.1.28. Early Intervention in Psychosis.

C-1.1.3.1.29. Cultural Competency in Behavioral Health Programs and Systems (NOT competency restoration, but organizational cultural competence).

C-1.1.3.1.30. Problem-solving courts.

C-1.1.3.1.31. Supported Employment.

C-1.1.3.1.32. Assertive Community Treatment (ACT) Teams.

C-1.1.3.2. Participate in a Department-sponsored conference call with prospective Reinvestment Grant Program Applicants to inform them about the purpose of the Grant Program, the Grant process, the role of TAC, and to respond to questions or concerns.

C-1.1.3.3. Review the Reinvestment Grant Program applications of Department approved Reinvestment Grant awardees and provide a summary of post-award analysis of the applications; and recommend Grantee-specific Grant language to the Department, prioritizing the Grantee's goal and objectives.

C-1.1.3.4. Collaborate with the Department in the development of Reinvestment Grant Program monitoring and data collection tools to develop the Grantee's Quarterly Program Status Reporting Template.

C-1.1.3.5. Consult with the Department on Grantees' progress throughout each grant award cycle.

C-1.1.4. The Provider shall design and implement a satisfaction survey available to all Grantees receiving formal technical assistance visits from the TAC. The survey shall include a rating scale for assessment of the TAC's technical assistance services. The Provider shall include an aggregate summary of ratings of the previous quarter's satisfaction surveys in each quarterly progress report and a roll-up of the recipient's commentary.

C-1.2. Information Dissemination Tasks

C-1.2.1. The Provider shall disseminate and share evidence-based practices with Grantees and Applicants through the TAC's website at: http://www.floridatac.org

C-1.2.2. The website shall act as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health, and substance abuse.

C-1.2.3. The Provider shall update the website on a quarterly basis with evidence-based practices, Reinvestment Grant Program announcements, FAQs, portals for trainings, links to web-based trainings for interested parties, and other Reinvestment Grant Program evidence-based practices.

C-1.3. Reporting and Analysis Tasks

C-1.3.1. The Provider shall collect and analyze data submitted by Grantees quarterly, for the purposes of providing ad hoc summary reports and to contribute to the Annual Legislative Report.

C-1.3.2. The Provider shall identify Common Program Features and Program Models across counties for inclusion in the Annual Legislative Report.

C-1.3.3. The Provider shall submit the Final Annual Legislative Report required by Section 394.659(2), F.S., to the Department for approval. Upon the Department's approval, the Provider shall submit the Annual Legislative Report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1st of each year as required by Section 394.659(2), F.S. The report shall include:

C-1.3.3.1. A detailed description of the progress made by each Grantee in meeting the goals described in their Reinvestment Grant Program application.

C-1.3.3.2. A description of the effect the Grant-funded initiatives have had on meeting the needs of adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders, thereby reducing the number of forensic commitments to state mental health treatment facilities.

C-1.3.3.3. A summary of the effect of the Reinvestment Grant Program on the growth and expenditures of the jail, juvenile detention center, and prison.

C-1.3.3.4. A summary of the initiative's effect on the availability and accessibility of effective community-based mental health and substance abuse treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders. The summary shall describe how the expanded community diversion alternatives have reduced incarceration and commitments to state mental health treatment facilities.

C-1.3.3.5. A summary of how the local matching funds provided by the county or consortium of counties leveraged additional funding to further the goals of the Reinvestment Grant Program.

C-1.4. Task Limits

The Provider is not authorized by the Department to perform any tasks related to the project other than those described in the Task List without the express written consent of the Department.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Staffing Levels

The Provider shall maintain staffing in accordance with the Department's approved budget using the following key personnel:

C-2.1.1.1. A Principal Investigator shall oversee all Contract activity and ensure completion of deliverables and communication with all stakeholders.

C-2.1.1.2. The Provider shall obtain subject matters experts as needed to complete project deliverables and to best meet the needs of the Applicants, Grantees, and the Department. To the extent possible, the subject matter experts shall be employees of the University of South Florida; however, non-employee consultants may be obtained to address specific technical assistance needs on a case-by-case basis. The Department must approve all subject matter experts and will provide approval in writing via either a letter or e-mail correspondence.

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C-2.1.1.3. The Provider shall maintain sufficient levels of staff to discharge its contractual responsibilities throughout the Contract period. In the event the Department determines that the Provider's staffing levels are insufficient to discharge all contractual responsibilities, the Department will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

C-2.1.2. Staffing Changes

The Provider shall notify the Department's Contract Manager in writing within ten (10) days of staffing changes regarding the position of the Principal Investigator and the subject matter experts. The Provider shall replace any employee whose continued presence would be detrimental to the success of the project, as determined by the Department, with an employee of equal or superior qualifications. The final decision shall be at the discretion of the Department.

C-2.2. Professional Qualifications

C-2.2.1. Unless waived by the Department, the Principal Investigator shall be a tenured member of the faculty of the University of South Florida and shall have a minimum of a master's degree in the Criminal Justice, Substance Abuse and/or Mental Health fields. The Principal Investigator shall have a minimum of five (5) years' employment experience in Criminal Justice and five (5) years' experience in substance abuse services, mental health services, or any combination thereof. The minimum years for each field may be concurrent.

C-2.2.2. The subject matter experts shall have a minimum of a Bachelor's degree in one of the following areas of expertise: mental illness; substance abuse; forensic assessment and treatment; curriculum development; co-occurring disorders; data analysis; community development; grant development; web design; computer programming; training coordination.

C-2.2.3. Relevant employment experience may be substituted for educational requirements with the prior written approval of the Department.

C-2.3. Subcontracting

The Provider may subcontract, subject to the requirements of the Section 4.3. The Provider shall complete at least 51 percent of the work requirements under this Contract using its own employees and staff.

C-2.4. Records and Documentation

C-2.4.1. The Provider shall protect confidential records from disclosure and protect participants' confidentiality in accordance with s. 397.501(7), F.S.

C-2.4.2. Unless otherwise specified in Section C-2.5, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.5. Reports

C-2.5.1. The Provider shall document all tasks and activities under this Contract in the following reports, to be submitted for review and approval in accordance with Table 1. All deliverable reporting due dates in Table 1 are subject to change by mutual agreement between the Provider and the Department with e-mail written approval by the Department.

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Table 1 - Reporting Schedule			
Report Name	Frequency	Report Due Date(s)	# of Copies
Quarterly Progress Report Quarterly Expenditure Report	Quarterly	15th day of the month following the quarter of program services or activities	1 electronic copy
Draft Annual Legislative Report	Annually	December 3, 2021 December 2, 2022 December 1, 2023 December 2, 2024 December 1, 2023	
Final Annual Legislative Report		December 17, 2021 December 16, 2022 December 15, 2023 December 16, 2024 December 15, 2025	
CJMHSA Reinvestment Grant Program Analysis Summary Report	Once	June 30, 2026	

C-2.5.2. The Provider shall submit Quarterly Progress Reports and Annual Legislative Reports to the Department's Contract Manager.

C-2.5.2.1. Each Quarterly Progress Report shall include:

C-2.5.2.1.1. A complete summary of activities and accomplishments for each item in Sections C-1.1 and C-1.2, during the previous quarter.

C-2.5.2.1.2. Results of the satisfaction surveys completed by Grantees who received a formal technical assistance site visit during the previous quarter.

C-2.5.2.1.3. Recommendations and suggested strategies for furthering the development of the TAC and Reinvestment Grant Program.

C-2.5.2.1.4. A summary of the formal technical assistance conference calls with Grantees.

C-2.5.2.1.5. A summary of the technical assistance provided during the previous quarter.

C-2.5.2.1.6. A summary of quarterly compliance with the Minimum Performance Standards for Acceptance of Deliverables in Sections D-4.1 through D-4.5.

C-2.5.2.2. The following source documentation of the task and activities under Sections C-1.1 and C-1.2, shall be submitted with the Quarterly Progress report:

C-2.5.2.2.1. Provide a log of quarterly technical assistance (TA) provided to Reinvestment Grant Program Applicants and Grantees. The TA log shall include the following elements:

C-2.5.2.2.1.1. Name of the Applicant or Grantee.

C-2.5.2.2.1.2. Name of the individual(s) receiving the TA.

C-2.5.2.2.1.3. Name of the individual(s) providing the TA.

C-2.5.2.2.1.4. Date of the TA.

C-2.5.2.2.1.5. Summary of the TA provided.

C-2.5.2.2.2. Documentation of the formal visit with Grantees shall include the following:

C-2.5.2.2.2.1. A copy of the agenda.

C-2.5.2.2.2.2. A copy of a sign-in sheet if the visit was conducted on site; or a roll call list of persons participating if the visit was conducted telephonically.

C-2.5.2.2.2.3. A copy of the PowerPoint presentation.

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C-2.5.2.2.3. Submit copies of e-mails documenting that the needs assessment survey was sent to Grantees at the beginning of each Fiscal Year.

C-2.5.2.2.4. Submit copies of the agendas, roll call lists, and minutes for the formal technical assistance conference calls with Grantees.

C-2.5.2.2.5. Submit an aggregate summary of ratings of the previous quarter's satisfaction surveys and a roll-up of the recipient's commentary.

C-2.5.2.2.6. Samples of quarterly updates made to the CJMHSA TAC website.

C-2.5.2.3. Each Annual Legislative Report shall include all requirements specified in Section C-1.3.3. and a supplemental summary discussing:

C-2.5.2.3.1. The Common Program Features and Program models across CJMHSA Reinvestment Grant Program counties.

C-2.5.2.3.2. The results of satisfaction surveys completed by Grantees receiving a formal technical assistance site visit during the previous Fiscal Year.

C-2.5.2.3.3. Recommendations and suggested strategies for further TAC and Reinvestment Grant Program development.

C-2.5.2.3.4. A summary of all technical assistance provided during the previous Fiscal Year.

C-2.5.3. The Provider shall submit quarterly Expenditure Reports documenting the expenditure of funds provided by this Contract, using form CF-MH 1037, Actual Expenses and Revenues Schedule as incorporated in Rule 65E-14.003(1)(c), F.A.C. The expenditure report may be used to negotiate payment in any subsequent Contract renewal, or to amend the current Contract rates.

C-2.5.4. The mere receipt of any report shall not be construed to mean acceptance of the report. The Department reserves the right to reject reports as being incomplete, inadequate, or unacceptable. The Department will notify the Provider, in writing, within five (5) working days of the approval or disapproval of the required reports.

C-2.5.5. The Provider shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

C-3. STANDARD CONTRACT REQUIREMENTS

The Provider will perform all acts required by Sections 4, 5, 7, 8 and 9 of the Standard Contract.

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EXHIBIT D – DELIVERABLES

D-1. SERVICE UNIT

A service unit is a bundle of three months of any combination of technical assistance Tasks, as specified in Section C-1.1, the Information Dissemination Tasks, as specified in Section C-1.2, and the Reporting and Analysis Tasks, as specified in Section C-1.3.

D-2 SERVICE TARGET

The Provider shall deliver 4 units of quarterly services each Fiscal Year.

D-3. DELIVERABLES

D-**3**.1. The Provider shall demonstrate satisfactory progress towards each service target in Section D-2. through submission of a Quarterly Program Status Report specified in Section C-2.5.2.1.

D-**3**.2. Deliverable due dates are subject to change by mutual agreement between the Provider and the Department, with written approval by the Department. An email communication shall be sufficient documentation of such an approved change.

D-4. MINIMUM PERFORMANCE FOR THE ACCEPTANCE OF DELIVERABLES

D-**4.**1. The provider shall document technical assistance, as specified in Section C-1.1.1., to a minimum of five Applicants each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

D-4-**2**. The provider shall document a proffer of technical assistance as specified in Section C-1.1.2., to, or a response to technical assistance requests from, a minimum of 50 percent of Grantees each Fiscal Year.

D-**4.3**. The Provider shall document a minimum of two technical assistance tasks as specified in Section C-1.1.3., to the Department each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

D-**4.4**. The provider shall document a minimum of two programmatic updates on topics contained within the Information Dissemination Tasks in Section C-1.2. to the contents of the TAC's website per quarter.

D-**4.5**. The provider shall document the successful submission of one Annual Legislative Report containing 100% of the reporting elements established in s. 394.659(2), F.S., and Section C-1.3.3., on or before January 1 each year during the term of this Contract.

D-**4.6**. In the event the Provider fails to achieve the minimum performance measure in Sections D-4.1. through D-4.5., the Department shall apply the provisions of Section F-3.

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E-1. MINIMUM PERFORMANCE MEASURES

The following annual minimum qualitative performance measures are established pursuant to Section 2.4.2 and shall be maintained during the term of this Contract.

E-1.1. A minimum of 85% of all satisfaction surveys received in response to on-site technical assistance services shall report those services were “satisfactory” or “better”.

E-1.2. The Annual Legislative Report shall contain 100% of the reporting elements identified in Section C-2.5.2.3., as evaluated by SAMH program staff designated by the Director.

E-1.3. A minimum of 95% of all deliverables shall be received by the scheduled due dates.

E-2. Performance Evaluation Methodology

E-1.1. Performance measure E-1.1. shall be determined by dividing the total number of completed surveys by the total number of surveys that rated the services as “satisfactory” or “better”.

E-1.2. Performance measure E-1.2. shall be determined by the elements identified in Section C-2.5.2.3. and approved by SAMH program staff designated by the Director.

E-1.3. Performance measure E-1.3. is calculated by dividing the total number of deliverables due by the total number of deliverables that are submitted by the scheduled due date.

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EXHIBIT F - METHOD OF PAYMENT

F-1. This is a fixed price fixed fee Contract. The Department will pay the Provider $125,000 each Quarter for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

F-2. INVOICE REQUIREMENTS

The Provider shall request payment on a quarterly basis through submission of a properly completed and signed invoice (Exhibit F1). Invoices are due no later than the 15th day of the quarter following each quarter of service provision.

F-3. FINANCIAL CONSEQUENCES

F-3.1. The Department shall approve quarterly payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in Section D-4.

F-3.2. If the Provider does not meet a performance measure in Exhibit E, the Department will reduce the payment due for that quarter by 1 percent of the invoice amount, up to a maximum reduction of 5 percent in any quarter.

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EXHIBIT F1 – INVOICE TEMPLATE

QUARTERLY INVOICE				
Provider Name			Contract No.	
Address			Invoice No.	
Service Period	From:	To:	Federal ID #	

Service Unit Description	# of Units	Rate	Amount Requested

Submit a fully completed Quarterly Program Report as supporting documentation for the above services.

Total Contract Amount	
Total Amount of Previous Payments	
Amount Requested This Invoice	
Contract Balance After This Payment	

CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Contract with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Contract.

Authorized Name (Print)	Title
Authorized Signature	**Date Submitted**

DCF CONTRACT MANAGER USE ONLY:		
Date Invoice Received:		
Date Goods/Services Received:		
Date Inspected and Approved:		
Financial Consequences Applied?	Description:	
	Reduction Amount:	
Yes ____ No _____	Approved Payment Amount:	
Approved By:		
Payment Funding Codes:		

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ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

B. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

C. Contract manager for this contract (1 copy)

D. Department of Children & Families (1 electronic copy and management letter, if issued)
Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: HQW.IG.Single.Audit@myflfamilies.com

E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

F. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:
Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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ATTACHMENT 2

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

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

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and

Enforcement Rules at 45 CFR Part 160 and Part 164.

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

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

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

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

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

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2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;

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

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

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

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

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

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

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

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

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

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

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

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

5.2 Obligations of Business Associate Upon Termination

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

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

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

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

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

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

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

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Section 6. Miscellaneous

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

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

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

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT NO. LH816
AMENDMENT NO. #0001

Effective the latter of **July 1, 2025,** or the last party signature, the above referenced Contract is amended as follows:

1. CF Standard Contract 2019 is replaced by the attached v24.3; Part 2 of the Contract remains in effect, except as modified herein.

2. Notwithstanding Item 1, the original Effective Date and original signatures remain in effect.

3. **In A-1.1**., "**Section 1.4.1"** is replaced by **"1.6.1.3.".**

4. **A-4.1** and **A-4.2** are amended respectively to read:

A-4.1 The requirements of **4.8.1**. through **4.8.4**. are waived for any Provider or Subcontractor with tort liability subject to §768.28, F.S., and for which evidence of insurance is found at https://myfloridacfo.com/Division/Risk/, or is otherwise insured or self-insured to the same degree as the Department

A-4.2 The indemnification requirements in **4.7.1, 4.7.2, 4.7.4, 4.8.1** through **4.8.4**, and **10.9** do not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

5. In **A-5.,** "**Section 5.5**" is replaced by **"5.4.".**

6. **Exhibit A** is amended to add:

A-10. PROPERTY

There are no additional provisions to this section of the Standard Contract.

A-11. AMENDMENT IMPACT

There are no additional provisions to this section of the Standard Contract.

7. In **C-2.3**., "the **Section 4.3**" is replaced by "**4.6** and **4.7.2.".**

8. **C-3**. is replaced with "**Reserved**".

9. In **E-1**., "**Section 2.4.2**" is replaced by **"2.4.".**

10. Attachment 1 is replaced with **Attachment 1** as attached**.**

11. Attachment 2 is replaced with "**Reserved**".

12. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

UNIVERSITY OF SOUTH FLORIDA, BOARD OF TRUSTEES		**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Stephanie Rios	**Signature:**	Taylor N. Hatch
Name:	Stephanie Rios	**Name:**	Taylor N. Hatch
Title:	Director, Sponsored Research	**Title:**	Secretary
Date:	8/14/2025 | 6:26 PM EDT	**Date:**	8/15/2025 | 8:13 AM EDT

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STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

Contract Number:	LH816	**Services:**	☐ Client	☒ Non-Client
ALN Number(s):		**Type:**	☒ Subrecipient	☐ Contractor
CSFA Number(s):	60.115	**Funds:**	☐ Federal	☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families**, (**Department**) and **University of South Florida, Board of Trustees**, (**Provider**). The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to provide technical support, pursuant to s. 394.659, F.S., to Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant Program , as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **$2,500,000.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2021** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name:	Research Projects Receivables		
Address:	Post Office Box 86458		
City:	Orlando		
State	FL	Zip:	32886-4568
Phone:		Ext.:	
E-mail:			

1.3.2. Provider: Financial & Administrative Records

Name:	Eric Kern, Director, Sponsored Research		
	University of South Florida Research and Innovation		
Address:	4019 E. Fowler Avenue, Ste. 100		
City:	Tampa		
State:	FL	Zip:	33617-2008
Phone:	(813) 974-6001	Ext.:	
E-mail:	rsch-awards@usf.edu		

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name:	Abby Shockley, MPH/Director
Address:	13301 Bruce B Downs Blvd., MHC

1.3.4. Department: Contract Manager & Primary Point of Contact

Name:	Cacetha Sims
Address:	2415 North Monroe Street, Suite 400

	2615						
City:	Tampa			City:	Tallahassee		
State	FL	Zip:	33612-3807	State:	FL	Zip:	32303-4190
Phone:	(813) 974-2330	Ext.:		Phone:	(850) 717-4250	Ext.:	
E-mail:	ashockley1@usf.edu			E-mail:	Cacetha.Sims@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. **Exhibits A** through **F1**;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. **Part 1** of this Contract, including Standard Contract Definitions, located at: https://www.myflfamilies.com/general-information/contracted-client-services/library;

1.6.1.4. **Attachments 1** through **1**;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department

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of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract**.** Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs

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only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

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4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. **Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. **Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of $100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed $100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. 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.

4.2.4.2. 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.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on “Diversity, Equity, and Inclusion” (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual’s action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider’s duly authorized official

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and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

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or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

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the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

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declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

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4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at:IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

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

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously

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worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

5.1.4. A financial and compliance audit shall be provided to the Department as specified in this Contract.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

5.2.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

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Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

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5.3.3.1. Not use or disclose PHI except as permitted or required in by **5.3** or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

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the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

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the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

5.4.3. The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

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6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of $1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

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Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, “click through”, online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider’s performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract’s use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors’ employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

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law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of $5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted

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on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: http://www.whistleblowers.gov.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "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.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

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subcontracts are being awarded to a “contractor” or a “subrecipient,” as those terms are defined in 2 CFR, Part 200. If a Provider’s subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term “supervision” includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department’s original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General’s Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is $5,000 or more and the normal expected life of which is one year or more. This definition

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also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

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10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

University of South Florida, Board of Trustees		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	_____	**Signature:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-3102112

Provider Fiscal Year Ending Date: 06/30

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ATTACHMENT 1
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall

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consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit

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working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT NO. LH816
AMENDMENT NO. 0002

Effective the latter of **June 30, 2026**, or the last party signature, the above referenced Contract is amended as follows:

1. This Contract is renewed through **June 30, 2031**.

2. In **1.1**, **$2,500,000.00** is replaced by **$7,207,583.00**.

3. **A-1.1.2.** and **A-1.1.3.** are amended to read:

A-1.1.2. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA) Program, hereinafter referred to as **"Reinvestment Grant Program".**

Pursuant to §394.656, F.S. the CJMHSA Program is established to provide funding to counties which may be used to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

A-1.1.3. CJMHSA Technical Assistance Center (TAC)

Pursuant to §394.659, F.S., the CJMHSA TAC is established at the Louis de la Parte Florida Mental Health Institute (FMHI) to provide technical assistance and consultation to grant applicants and awardees.

4. **B-1.** is amended to read:

Under this Contract, the Provider shall provide promotion of the Reinvestment Grant Program, technical assistance, best practice resource, and information sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

5. In **B-2.** and **C-2.2.2.**, "abuse" is replaced by "use disorder".

6. The highlighted portions below amend **B-3.4**. The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

The Provider shall notify the Department in writing a minimum of one week prior to making changes in the headquarters location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email. The Provider may utilize remote staff and virtual workspaces as appropriate to efficiently fulfill its service obligations, provided service quality and accessibility are maintained.

7. **B-3.5.** is amended to add:

B-3.5.6. Program Year 6: 07/01/2026 - 06/30/2027

B-3.5.7. Program Year 7: 07/01/2027 - 06/30/2028

B-3.5.8. Program Year 8: 07/01/2028 - 06/30/2029

B-3.5.9. Program Year 9: 07/01/2029 - 06/30/2030

B-3.5.10. Program Year 10: 07/01/2030 - 06/30/2031

8. In **B-8.**, "$500,000.00 per Fiscal Year and $2,500,000.00" is replaced by "the amount specified in **F-1., Table 2**".

9. Directly above **C-1.1**, insert:

The Provider shall promote Reinvestment Grant opportunities to Florida communities and county planning councils including applicable applicants and provide the following tasks:

10. In **C-1.1.2.4.**, "as part of a planned" is replaced by "for Grantees that identify Sequential Intercept Mapping (SIM) as a priority in their" and the word "priority" after "Survey" is deleted.

11. **C-1.1.2.6.** is amended to add: "The formal visit maybe either on-site (if requested by Grantee) or conducted remotely."

12. In **C-1.1.2.7.**, **C-2.5.2.1.4.**, and **C-2.5.2.2.4.**, "conference calls" is replaced by "webinars".

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13. In **C-1.1.3.1.5.**, insert “and dissemination” after the word “Use”.

14. **C-1.1.3.1.7.**, is amended to read:

C-1.1.3.1.7. Jail Diversion systems including:

C-1.1.3.1.7.1. Central Receiving Systems

C-1.1.3.1.7.2. Baker Act Programs

C-1.1.3.1.7.3. Marchman Act Programs

15. In **C-1.1.3.1.9**, “and Housing First initiatives” is replaced by **“**and housing programs for the Reinvestment Grant target population**.**”

16. **In C-1.1.3.1.17**., “conference calls” is replaced with “TA engagements”.

17. **In C-1.1.3.1.27.**, “stigma” is replaced with “mental health perspectives”.

18. **C-1.1.3.1.29**. is replaced with “Reserved”.

19. **C-1.1.3.3.** is replaced with “Reserved”.

20. **In C-1.2.2.**, **C-1.3.3.2.**, and **C-1.3.3.4.**, “abuse” is replaced with “use”.

21. **In C-2.2.1.**, “tenured” is removed and “abuse” is replaced with “use disorder”**.**

22. The yellow highlighted portion of the table below amends **C-2.5.1.**, **Table 1**. The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

Table 1 – Reporting Schedule		
Report Name	**Frequency**	**Report Due Date(s)**
Quarterly Progress Report Quarterly Expenditure Report	Quarterly	15th day of the month following the quarter of program services
Draft Annual Legislative Report	Annually	December 03, 2021 December 02, 2022 December 01, 2023 December 02, 2024 December 01, 2025 December 01, 2026 December 03, 2027 December 01, 2028 December 03, 2029 December 02, 2030
Final Annual Legislative Report	Annually	December 17, 2021 December 16, 2022 December 15, 2023 December 16, 2024 December 15, 2025 December 15, 2026 December 17, 2027 December 15, 2028 December 17, 2029 December 16, 2030
CJMHSA Reinvestment Grant Program Analysis Summary Report	Twice	June 30, 2026 June 30, 2031

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23. In **C-2.5.2.1.2.**, “site visit” is replaced with “engagement”.

24. In **C-2.5.2.2.2.2.**, “telephonically” is replaced with “remotely”.

25. In **C-2.5.2.2.2.3.**, is amended to add: “…, meeting notes and/or a summary report.”

26. In **E.1.1.**, “85%” is replaced by “90%”.

27. **Exhibits F** and **F1** are replaced in their entirety with the attached **Revised – Exhibit F** and **Revised – Exhibit F1**.

28. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

UNIVESITY OF SOUTH FLORIDA, BOARD OF TRUSTEES		**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Matthew Anderson	**Signature:**	Taylor N. Hatch
Name:	Matthew Anderson	**Name:**	Taylor N. Hatch
Title:	Sr. Assoc VP, USF Research	**Title:**	Secretary
Date:	4/7/2026 | 1:56 PM EDT	**Date:**	4/7/2026 | 2:00 PM EDT

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REVISED EXHIBIT F – METHOD OF PAYMENT

F-1. MINIMUM FINANCIAL SPECIFICATIONS

This is a fixed price (fixed fee) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds, as specified in **Table 2 – Schedule of Payments**.

TABLE 2 – SCHEDULE OF PAYMENTS					
Original Contract Term Fiscal Years 2021 – 2022 through 2025 - 2026					**$2,500,000.00**
FISCAL YEAR	**SERVICE UNIT**	**UNIT TYPE**	**# of UNITS**	**UNIT RATE**	**TOTAL**
2026 - 2027	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$236,646.75	$946,587.00
2027 - 2028	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$232,571.00	$930,284.00
2028 - 2029	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$234,199.00	$936,796.00
2029 - 2030	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$235,876.00	$943,504.00
2030 - 2031	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$237,603.00	$950,412.00
Fiscal Years 2026- 2027 through 2030 - 2031					**$4,707,583.00**
CONTRACT TOTAL					**$7,207,583.00**

F-2. INVOICE REQUIREMENTS

F-2.1. The Provider shall request payment through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the quarter following each service period. The Provider shall submit the Quarterly Progress Report specified in **C-2.5.1.** as supporting documentation for each invoice.

F-2.2. The Provider shall submit a Final Invoice for the fiscal year and the Annual Expenditure Report for payment no later than 30 days after the fiscal year ends. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Annual Program Status Report and Annual Expenditure Report are submitted and have been approved by the Department.

F-2.3. The Department will approve the Final Invoice payment for the fiscal year in an amount not to exceed the Provider's actual direct costs attested to in the Annual Expenditure Report.

F-2.3.1. In the event the Final Invoice amount requested exceeds the Annual Expenditure Report amount, the Department shall reduce the approved payment to reconcile to the Annual Expenditure Report amount.

F-2.3.2. In the event the Final Invoice reduction is insufficient to reconcile total payment under this Contract to the actual direct costs attested to in the Annual Expenditure Report, the Department shall

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withhold payment for the Final Invoice and shall request prompt return of the overpayment balance pursuant to **3.5**.

F-3. FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in **6.1** of this Contract.

F-3.1. If the Provider does not meet minimum performance measures for the acceptance of deliverables specified in **Exhibits D** and **E**, the Department will reduce the payment due for that invoice period by one percent for each measure up to five percent of the total invoice amount.

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TAB 8. Budget

4.8.1.4 CJMHSA Reinvestment Planning Grant 2026 Budget

4.8.1.4.1 Budget Detail

Salaries:

Matching Funds:

- Hernando County Housing and Supportive Services Director will devote 59 hours at $55.48/hour for a total of $3,273 for the grant period.
- BayCare Behavioral Health, Inc., Hernando, will devote 0.15 in FTE this grant to $6,527 total, for a 12-month period.
- Hernando Community Coalition will devote $2,071 in staff time for a 12-month period.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

Fringe Benefits:

Matching Funds:

- Fringe benefits for the Hernando County Housing and Supportive Services Director include the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%). This equates to 30% of the $55.48 hourly wage or $16.64/hour, for $982 for the grant period.
- Fringe benefits for BayCare Behavioral Health staff total $1,765 and are based on standard organizational benefit rates.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

Equipment:

Matching Funds:

- Hernando Community Coalition will contribute a total of $2,550 for technology and office resources for the grant period.

Grant Activities:

- Tasks 1.1, 1.2, 2.4 (sec. 4.4.4.3 Tables IV and V)

Staff Travel:

Matching Funds:

- Hernando County Government estimates that approximately 690 miles will be traveled by County staff for the 27 planned meetings over the grant period. The current IRS milage rate is $0.725/mile, for $500.00 in estimated Hernando County travel costs
- Hernando Community Coalition estimates staff travel total cost $945 to attend the 27 planned meetings.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, (sec. 4.4.4.3 Tables IV and V)

Supplies:

Matching Funds:

- Hernando Community Coalition has allocated $1,093 for supplies needed for grant period.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.4, 2.5, (sec. 4.4.4.3 Tables IV and V)

Contract Services:

- The CJMHSA Project Coordinator will be a contracted position at a rate of $35.00/hour for 330 hours, for $11,550 for the twelve-month grant period.
- Hernando County Government will contract with a training provider specifically tasked with facility Memorandum of Understanding and data sharing/communication related trainings in maximum amount of $4,000.

Grant Activities:

- Tasks 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables V and VI)

Rent and Utilities:

Matching Funds ($840.00) & Grant Activity ($7,260.00):

- Throughout the grant period, 27 meetings are planned, 12 Planning Grant Committee Meetings, 6 Needs Assessment Steering Committee Meetings, 6 Strategic Planning Meetings, 1 Focus Group Meeting and 2 days for the SIM workshop to be conducted. With the room rent cost of $300/per, the total for the grant period is $8,100.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2 (sec. 4.4.4.3 Tables IV and V)

Administrative Costs:

Matching Funds:

- Administrative costs are allocated based upon the pre-determined 10% allowed per the planning grant application of $22,810 for a total of $2,281.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

4.8.1.4.2 Budget Narrative/Justification

Salaries:

Matching salary contributions demonstrate strong local commitment and interdisciplinary collaboration, which are central to CJMHSA planning efforts.

Hernando County Housing and Supportive Services Director, Veda Ramirez, will dedicate 59 hours over the 12-month period of performance, representing $3,273 as in-kind matching funds. Ms. Ramirez will provide overall leadership and administrative oversight, supervise the contracted CJMHSA Project Coordinator, and lead both the Needs Assessment Steering Committee and Planning Grant Committee. Her role ensures alignment with CJMHSA priorities, including system coordination, diversion planning, and stakeholder engagement.

BayCare Behavioral Health, Inc. will contribute 0.15 FTE, valued at $6,527 as in-kind matching funds. Staff will actively participate in CJMHSA planning activities, including interagency coordination, identification of behavioral health resources, and integration of treatment and recovery supports within the criminal justice continuum.

Hernando Community Coalition will contribute in-kind matching funds of $2,071 in staff time to support stakeholder engagement, data collection, meeting facilitation, and cross-system collaboration among criminal justice, behavioral health, and community partners—activities essential to CJMHSA planning and system mapping.

Fringe Benefits:

Fringe benefits are calculated in accordance with established organizational rates and support personnel contributing to CJMHSA planning activities.

Fringe benefits, representing in-kind matching funds of $982, for Ms. Ramirez at 30% of in-kind salary. This includes the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%).

Fringe benefits for BayCare Behavioral Health staff total $1,765, representing in-kind matching funds, and are based on standard organizational benefit rates.

Equipment:

Hernando Community Coalition will contribute an in-kind match of $2,550 in equipment and resources to support CJMHSA planning activities as an in-kind match. These resources include technology and office infrastructure necessary for data analysis, system mapping, and coordination across agencies—key components of CJMHSA-required planning deliverables.

Staff Travel:

Travel funds support participation in required CJMHSA planning meetings and collaborative activities.

Hernando County Government will provide $500 through in-kind match, to support travel for the Housing and Supportive Services Director to attend PSCC meetings, Needs Assessment Steering Committee meetings, and Planning Grant Committee meetings.

Hernando Community Coalition will contribute $945 through in-kind match, to support staff travel for coordination and stakeholder engagement activities. These travel expenses ensure consistent participation from key partners across the criminal justice and behavioral health systems.

Supplies:

Hernando Community Coalition will contribute an in-kind match of $1,093 in supplies to support CJMHSA planning activities, including meeting facilitation, outreach materials, documentation, and strategic planning resources necessary to engage stakeholders and develop a comprehensive plan.

Consultant Services:

Grant funds are being requested for two contacted services. One is for a project coordinator, and the other is for training of Public Safety Coordinating Council (PSCC) members as listed below.

The CJMHSA Project Coordinator's contract will be all-inclusive for $11,550 ($35.00/hour) to provide approximately 330 hours of service over the 12-month grant period. This contract will be to coordinate all planning activities, facilitate stakeholder engagement, ensure progress toward grant objectives, and lead the development of a comprehensive strategic plan aligned with CJMHSA priorities, including diversion, treatment access, and system integration.

Additionally, $4,000 is requested in grant funding to contract with a qualified training provider to deliver specialized training on Memoranda of Understanding (MOUs), data sharing, and interagency communication. These activities directly support CJMHSA goals of improving system coordination and formalizing partnerships across criminal justice and behavioral health systems.

Rent and Utilities:

A total of 27 meetings will be conducted, including Planning Grant Committee meetings, Needs Assessment Steering Committee meetings, Strategic Planning sessions, a focus group, and a two-day Sequential Intercept Model (SIM) workshop facilitated by USF-CJMHSA TAC. These meetings are critical for system mapping, gap analysis, and strategic plan development.

The total cost for meeting space is $8,100 ($300 per daily room rental.). Of this amount, $7,260 is requested from grant funds, and $840 will be contributed as cash matching funds by Hernando Community Coalition.

Administrative Costs:

Administrative costs of $2,281 will be used as in-kind matching funds and are calculated at the allowable 10% rate in accordance with CJMHSA guidelines. These funds support essential grant administration functions, including executive oversight, fiscal management, human resources, information systems, record keeping, and insurance.

4.8.1.4.3 Line-Item Budget

	Grant Funds Requested	Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
Salaries:	-	$11,871	Hernando County (in kind); BayCare Behavioral (in kind); Hernando Community Coalition (in kind)
Fringe Benefits:	-	$2,747	Hernando County (in kind); BayCare Behavioral (in kind)
Equipment:	--	$2,550	Hernando Community Coalition (in kind)
Staff Travel:		$1,445	Hernando Community Coalition (Cash & in kind)
Supplies:	--	$1,093	Hernando Community Coalition (in kind)
Building Occupancy:	--	--	
Consultant Services:	$15,550	--	
Consultant Supplies:	-	--	
Rent and Utilities	$7,260	$840	Hernando Community Coalition (Cash)
Subcontracted Services: (Total ALL subcontract services)	--	--	
Administrative Cost:		$2,281	Hernando County (in kind)
Total:	$22,810	$22,827	
Total Project Cost:	$45,637	= Grant Funds Requested + Matching Share	
Match Percentage:	100%	= Match / Total Project Cost	

References

1. Florida Department of Health, *Hernando County Community Health Assessment*, with data derived from the Hernando County Detention Center and WellFlorida Council, 2025.
2. Substance Abuse and Mental Health Services Administration. *Behavioral Health and Criminal Justice System Data.*
3. Bureau of Justice Statistics. *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates.* U.S. Department of Justice.
4. Florida Department of Law Enforcement. *Uniform Crime Reports (UCR) – County and Municipal Arrest Data; Crime in Florida Annual Reports.* https://www.fdle.state.fl.us/CJAB/UCR/Annual-Reports/UCR-Arrest-Data.aspx
5. National Institute of Justice; National Drug Court Institute, *Painting the Current Picture: A National Report on Drug Courts*; Urban Institute, drug court evaluation studies.
6. Council of State Governments Justice Center. *Substance Addiction and Co-Occurring Disorders in the Justice System.*
7. University of South Florida. *Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025)*.
8. Hernando County Sheriff's Office, Detention Center reports. (2026).
9. Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates.*
10. National Institute on Drug Abuse (NIDA). *Criminal Justice DrugFacts.* National Institutes of Health, U.S. Department of Health and Human Services.
11. Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.
12. U.S. Census Bureau, American Community Survey 5-Year Estimates (2019–2023), Tables S2301 (Employment Status) and S2403 (Industry), Hernando County, Florida.
13. Tampa Bay Regional Planning Council (TBRPC), *State of the Region* Indicators Report (2026).
14. Bureau of Labor Statistics. *Education Pays: Earnings and Unemployment Rates by Educational Attainment.*
15. Florida Department of Health. *FLHealthCHARTS: Educational Attainment Indicators.*
16. Bureau of Justice Statistics. *Jails Report Series: 2024 Preliminary Data Release.* U.S. Department of Justice.
17. Hernando County Sheriff's Office. *Budget and Operational Reports / Inmate Population Data*.
18. Bureau of Justice Statistics (2006). *Mental Health Problems of Prison and Jail Inmates.*
19. *Policy Research Associates, Substance Abuse and Mental Health Services Administration.*
20. Hernando County Sheriff's Office; Federal Bureau of Investigation Crime Data Explorer (NIBRS), 2021–2026 YTD.
21. Florida Department of Health, Florida HealthCHARTS (Incarceration Rates, Hernando County); Florida Department of Corrections, *Recidivism Report* (2017–2019 Cohorts).
22. Hernando County – Fifth Judicial Circuit – Programs & Services - https://www.circuit5.org/courts-judges/hernando-county/programs-services/
23. Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007–2009.*

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

Grant Application

Florida Department of Children and Families

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program

DCF RFA 2526 024

APPENDIX C - COVER PAGE FOR GRANT APPLICATION

Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant

PROPOSAL INFORMATION			
Type of Grant:	☒ Planning Grant ☐ Implementation or Expansion Grant		
Project Title:	Hernando County Planning Grant		
County(ies):	Hernando		
Preferred Project Start Date:	07/01/2026		
APPLICANT INFORMATION			
Type of Applicant:	☒ County Government; ☐ Consortium of Counties; ☐ Managing Entity; ☐ NFP Community Provider; ☐ Law Enforcement Agency		
Applicant Organization Name:	Hernando County Board of County Commissioners		
FEID#:	591155275	UEI#:	MWKBKNTZ9SW7
Contact Name & Title:	Casey Stepp, Grant Writer		
Street Address:	15470 Flight Path Dr		
City, State and Zip Code:	Brooksville, FL 34604		
Email:	cstepp@co.hernando.fl.us		
Phone:	352-754-4020 ext 24161		
ADDITIONAL CONTACT			
Participating Organization Name:	Hernando County Board of County Commissioners		
Contact Name & Title:	Erin Kluis Briggs, Grants Manager		
Street Address	15470 Flight Path Dr		
City, State and Zip Code:	Brooksville, FL 34604		
Email:	ebriggs@co.hernando.fl.us		
Phone:	352-754-4020 X24148		

FUNDING REQUEST AND MATCHING FUNDS		
	Total Grant Funds Requested	Total Matching Funds
Program Year 1:	$ 22,810	$ 22,827
Program Year 2:		
Program Year 3:		
Total Project Cost:	$ 22,810	$ 22,827

CERTIFYING OFFICIAL	
Certifying Official's Signature:	
Certifying Official's Name (printed):	Jerry Campbell
Title:	Chairman
Date:	4-28-2026

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

APPENDIX N: RESPONDENT'S CERTIFICATIONS

CERTIFICATIONS		
MASTER CERTIFICATION		
As the person named in the Certificate of Signature Authority as the Authorized Representative of the Respondent, Hernando County Board of County Commisserions (legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of Solicitation # 2525 024 (the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (a) through (f) and certify, by checking the applicable "true" or "false" box below and affixing my signature hereto, that each statement in each checked certification is "true" or "false" as indicated.		
Check the applicable box next to the title to each certification:		
True	**False**	
X		**a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document**
x		**b. Statement of No Prohibited Involvement**
x		**c. Statement Non-Collusion**
x		**d. Certification Regarding Subcontractors**
x		**e. Certification Regarding Prior Contractual Obligations**
x		**f. Certification of Representations per Sections 287.133, and 287.134, F.S.**
The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true" above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."		
Signature of Authorized Representative:		Date: 4-28-2026
a. Certification of Binding Response and Acceptance of Terms of the Solicitation and Contract Document		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that the Respondent's Response submitted in response to the Department of Children and Families Request for Responses (the Solicitation) is binding on the Respondent in accordance with the terms of the Solicitation. If awarded any Contract as a result of the Solicitation, the Respondent will comply with the specifications, terms, and conditions stated in the Solicitation and the Contract document.		
b. Statement of No Prohibited Involvement		
By checking the "True" box in the Master Certification and signing the same, I hereby certify that no member of this firm or any person having interest in this firm has: Been awarded a Contract as described in §287.057(19)(c), Florida Statutes, to perform a feasibility study of the potential implementation of a subsequent Contract to support this project, participated in drafting of a solicitation for this specific project, or developed a program for future implementation of this project.		

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: County Attorney's Office

c. Statement of Non-Collusion

By checking the "True" box in the Master Certification and signing the same, I hereby certify that all persons, companies, or parties interested in the Solicitation as principals are named therein, that the Respondent's Response is made without collusion with any other Respondent.

d. Certification Regarding Subcontractors

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent's agreement that by submitting a Response to this Solicitation, the Respondent waives any exclusivity provision in its subcontractor agreements.

e. Certification Regarding Prior Contractual Obligations

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent has not:

(1) Failed to correct any unsatisfactory performance in a previous Contract to the satisfaction of any Agency or eligible user;

(2) Had a Contract terminated by any Agency or eligible user for cause; or

(3) Failed to sign a Contract awarded by any Agency.

f. Certification of Representations Per Sections §287.135, 287.133 and 287.134, Florida Statutes

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent is not listed on the Suspended Vendors List maintained pursuant to Rule 60A-1.006, F.A.C., Convicted Vendors List created and maintained pursuant to §287.133, F.S., or on the Discriminatory Vendors List created and maintained pursuant to §287.134, F.S, and, if federal funds are used, the Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, as listed in the System for Award Management (SAM), in accordance with 2 CFR Part 180 and Part 200.

TIE BREAKING CERTIFICATIONS

Statutory Preferences When Awarding Contracts

Various provisions of §287 and §295, F.S., provide qualifying Respondents the advantage of "tie breakers" whenever two or more bids, Responses, or replies received by an agency are equal with respect to price, quality, and service. In order to take advantage of the below "tie breakers," a Respondent who meets the statutory qualifications for one or more of these "tie breakers" must certify that it qualifies for the cited preference. Completion of the certification is optional for qualifying Respondents; however, a Respondent waives all rights to consideration of a "tie breaker" if it fails to submit the certification on or before the deadline to submit its bid, Response or reply.

MASTER CERTIFICATION – TIE-BREAKING CERTIFICATIONS

As the Authorized Representative of the Respondent, Hernando County Board of County Commisserions **(legal name of Respondent), I confirm that I have fully informed myself of all terms and conditions of the Solicitation** 2526 024 **(the Solicitation), the facts regarding the Response submitted by the Respondent in response to the Solicitation and the truth of each statement contained in Certifications (g) through (k) and certify, by checking one or more of the boxes below and affixing my signature hereto, that each statement in each checked certification is true.**

Check the box next to the title to each certification that is true:	
	g. Certification of a Certified Minority Business Enterprise
	h. Certification of a Certified Veteran Business Enterprise
	i. Certification of a Florida Business
	j. Certification of a Foreign Manufacturer with a Factory in Florida
X	**k. Certification of a Drug Free Workplace**

The content of each certification named above, set forth below, is incorporated into this Master Certification as if fully recited herein and, for each certification marked "true," above, the below signature is deemed to be affixed to each such certification. I agree that any certification not marked above will be deemed "false."

Signature of Authorized Representative:	Date:
Jay Cyball	4-28-2026

g. Certification of a Certified Minority Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Minority Business Enterprise in accordance with §287.0943, Florida Statutes.

h. Certification of a Florida Certified Veteran Business Enterprise

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization is a Certified Veteran Business Enterprise in accordance with §295.187, Florida Statutes.

i. Certification of a Florida Business

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my organization's principal place of business is located within Florida in accordance with §287.084, Florida Statutes.

j. Certification of a Foreign Manufacturer with a Factory in Florida

By checking the "True" box in the Master Certification – Tie-Breaking Certifications and signing the same, I hereby certify that my manufacturing organization has a factory in Florida that employs over 200 employees working in Florida in accordance with §287.092, Florida Statutes.

k. Certification of a Drug Free Workplace

By checking the "True" box in the Master Certification and signing the same, I hereby certify the Respondent currently maintains a drug-free workplace environment in accordance with §287.087, Florida Statutes, and will continue to promote this policy through implementation of that section.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
County Attorney's Office

APPENDIX D - STATEMENT OF MANDATORY ASSURANCES

		Initial
A.	**Infrastructure:** The Applicant shall possess equipment and Internet access necessary to participate fully in this solicitation.	
B.	**Site Visits:** The Applicant will cooperate fully with the Department in coordinating site visits, if desired by the Department.	
C.	**Non-discrimination:** The Applicant agrees that no person will, on the basis of race, color, national origin, creed or religion be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination pursuant to the Act governing these funds or any project, program, activity or sub-grant supported by the requirements of, (a) Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended which prohibits discrimination the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in employment or any program or activity that receives or benefits from federal financial assistance on the basis of handicaps; (d) Age Discrimination Act 1975, as amended which prohibits discrimination on the basis of age, (e) Equal Employment Opportunity Program (EEOP) must meets the requirements of 28 CFR 42.301.	
D.	**Lobbying:** The Applicant is prohibited by Title 31, USC, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using Federal funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal funds if grants and/or cooperative agreements exceed $100,000 in total costs (45 CFR Part 93).	
E.	**Drug-Free Workplace Requirements:** The Applicant agrees that it will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76.	
F.	**Smoke-Free Workplace Requirements:** Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library projects to children under the age of 18, if the projects are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's projects provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for Inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.	
G.	**Compliance and Performance:** The Applicant understands that grant funds in Years 2 and 3 are contingent upon compliance with the requirements of this grant program and demonstration of performance towards completing the grant key activities and meeting the grant objectives, as well as availability of funds.	
H.	**Certification of Non-supplanting:** The Applicant certifies that funds awarded under this solicitation will not be used for programs currently being paid for by other funds or programs where the funding has been committed.	

I.	**Submission of Data:** The Applicant agrees to provide data and other information requested by the Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center at the Florida Mental Health Institute to enable the Center to perform the statutory duties established in the authorizing legislation.	
J.	**Submission of Reports:** The Applicant agrees to submit quarterly progress reports and quarterly fiscal reports, signed by the County Administrator, to the Department.	

Appendix I - MATCH SUMMARY
(for the entire grant period)

Date - 04/22/2026

County - Hernando County

Type of Grant - Planning

Match Requirement Percentage - 100%

Total Match Required for the Grant $ 22,810

Match Committed:

Cash	$ 840
In-Kind	$ 21,987
Total	$ 22,827

Comments:

Prepared By Casey Stepp, Grant Writer

Approved By

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY
County Attorney's Office

PMT-58

Rev. August 13, 2025

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County

FROM: (donor name) Hernando County Board of County Commisserions

ADDRESS: 15470 Flight Path Dr, Brooksville, FL 34604

The following ___ space, ___ equipment, ___ goods or supplies, and X services, are donated to the County _____ permanently (title passes to the County) _____ temporarily (title is retained by the donor), for the period 07/01/2026 to 06/30/2027.

Description and Basis for Valuation (See next page)

Description	Value
(1) Salary - in kind	$ 3,273
(2) Fringe Benefits - in kind	$ 982
(3) Travel - in kind	$ 500
(4) Administrative Costs - in kind	$ 2,281
	TOTAL VALUE $ 7,036

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

4-28-2026 (Donor Signature) (Date)

4-28-2026 (County Designee Signature) (Date)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: County Attorney's Office

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $_____
   or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $_____

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization: $55.55/hr @ 59 hrs during 12 month period of performance
   Annual Salary Number of hours 2080 X to be provided = $3,273
2. Volunteer -- Comparable annual salary $ _____
   Annual Salary Number of hours 2080 X to be provided = $_____

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County Board of County Commissioners

FROM: (donor name) BayCare Behavioral Health, Inc.

ADDRESS: 7809 Massachusetts Avenue, New Port Richey, FL 34653

The following ___ space, ___ equipment, ___ goods or supplies, and X services, are donated to the County _____ permanently (title passes to the County) _____ temporarily (title is retained by the donor), for the period 07/01/2026 to 09/30/2027.

Description and Basis for Valuation (See next page)

Description	Value
(1) In Kind FTE (6) Salary	$6,527
(2) In Kind Fringe Benefits	$1,765
(3)	$
(4)	$
	TOTAL VALUE $ 8,292

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Gail Ryder 4/14/2026

(Donor Signature) (Date)

4-28-2026

(County Designee Signature) (Date)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: _____
County Attorney's Office

APPENDIX H- COMMITMENT OF MATCH DONATION FORMS

(FOR THE ENTIRE GRANT PERIOD)

TO: (name of county) Hernando County

FROM: (donor name) Hernando Community Coalition

ADDRESS: 13001 Spring Hill Drive, Spring Hill, FL 34609

The following ___ space, __XX__ equipment, __XX__ goods or supplies, and __XX__ services, are donated to the County _____ permanently (title passes to the County) temporarily (title is retained by the donor), for the period ___ to _.

Description and Basis for Valuation (See next page)

Description	Value
(1) Personnel	$2072
(2) Equipment	$2550
(3) Supplies	$1093
(4) Staff Travel	$945
(5) Cash	$840.00
	TOTAL VALUE $7500.00

The above donation is not currently included as a cost (either direct or matching) of any state or federal contract or grant, nor has it been previously purchased from or used as match for any state or federal contract.

Susan Watts 4/10/2026
(Donor Signature) (Date)

[signature] 4-28-2026
(County Designee Signature) (Date)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY: _____
County Attorney's Office

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $3900.00
   or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $2550.00

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization:
   Annual Salary Number of hours 2080 X to be provided = $_____
2. Volunteer -- Comparable annual salary $ _____
   Annual Salary Number of hours 2080 32 to be provided = $2072.00

Appendix H (cont.)

BASIS OF VALUATION

Building/Space

1. Donor retains title:
   a. Fair commercial rental value - Substantiated in provider's records by written confirmation(s) of fair commercial rental value by qualified individuals, e.g., Realtors, property managers, etc.
   b. (1) Established monthly rental of space $_____
      (2) Number of months donated during the contract _____
      Value to the project [b.(1) X b.(2)] $_____
2. Title passes to the County:

   Depreciation
   a. Cost of Fair Market Value (FMV) at acquisition (excluding land) $_____
   b. Estimated useful life at date of acquisition _____ yrs.
   c. Annual depreciation (a./b.) $_____
   d. Total square footage _____ sq. ft.
   e. Number of square feet to be used on the grant program _____ sq. ft.
   f. Percentage of time during contract period the project will occupy the building or space _____ %

   Value to project (e./d. X f. X c.) $_____

   Use Allowance

   a. To be used in the absence of depreciation schedule (i.e., when the item is not normally depreciated in the County's accounting records).
   b. May include an allowance for space as well as the normal cost of upkeep, such as repairs and maintenance, insurance, etc.

Equipment

1. Donor retains title: Fair Rental Value
2. Title passes to County:
   a. FMV at time of donation $_____
      or
   b. Annual value to project (not to exceed 6 2/3% X a.) = $_____

Goods or Supplies

FMV at time of donation

Personnel Services

1. Staff of another agency or organization:
   Annual Salary Number of hours 2080 X to be provided = $8,292
2. Volunteer – Comparable annual salary $ _____
   Annual Salary Number of hours 2080 X to be provided = $_____

TAB 3: Statement of the Problem

4.3.1.1. Description of the Problem

Hernando County is facing significant behavioral health and criminal justice challenges closely tied to substance abuse and mental health disorders, particularly among the population of young adults ages 18–25. Many individuals in this age group are living with untreated mental health conditions, substance use disorders, or co-occurring conditions and are either already involved in or at risk of entering the justice system. Contributing factors include housing instability, poverty, gaps in insurance coverage, and limited access to care.

Access to services is affected by the County's geographic layout due to its mix of suburban and rural communities, making public transit options limited in both coverage and scheduling, creating barriers for low-income individuals seeking consistent care. As a result, many residents, particularly those without reliable transportation, delay treatment and rely on emergency departments and law enforcement during times of crisis.

Data from the Florida Department of Health Community Health Assessment indicates sustained demand for behavioral health services in Hernando County. Rates of involuntary examinations under the Baker Act remain elevated, and emergency department utilization for mental health concerns exceeded 100 visits per 1,000 residents in 2025.[1] These trends reflect a system that relies heavily on crisis response rather than prevention and ongoing treatment.

National data from the Substance Abuse and Mental Health Services Administration and the Bureau of Justice Statistics indicates that substance use is a major driver for justice system involvement, nearly two-thirds of individuals in jail have a substance use disorder, a pattern reflected locally.[2/3] Hernando County records approximately 700–750 drug-related arrests annually, along with more than 2,000 property crime incidents, particularly larceny and theft. These offenses are often associated with underlying substance use and economic instability.[4]

Many individuals with behavioral health needs are not identified early in their interaction with first responders. Stigma and inconsistent screening and assessment practices contribute to under-identification at initial points of contact. Without standardized tools and timely clinical evaluation, individuals may not be connected to appropriate services, limiting opportunities for diversion and increasing the likelihood of worsening symptoms while in custody.

Barriers persist after release from incarceration. Limited availability of community-based providers, lack of insurance, transportation challenges, and gaps in coordination between correctional and community systems affect access to care. Without effective discharge planning, including medication continuity, direct linkage to services, and case management, individuals often struggle to engage in treatment. In addition, the County has a limited number of residential treatment beds, with only 128 beds across three facilities, making it difficult to offer alternatives to incarceration for individuals who need a higher level of care. These facilities not only service Hernando County residents but anyone in need of treatment across all ages. This contributes to relapses, probation violations, and re-arrest, reinforcing ongoing involvement with the justice system.

The experience of incarceration itself can also make untreated mental health conditions and substance use disorders worse. Time in custody often disrupts support systems and increases stress, which can intensify existing mental health conditions or trigger new ones. While some services are available in the jail, funding and staffing limitations restrict access to comprehensive care, including timely psychiatric services and substance use treatment.

National estimates suggest that approximately 40–45% of individuals in jail have a mental health or substance use disorder, and local data reflect similar trends.[1] Findings from the 2025 Hernando County Community Health Assessment[1] highlight the extent of need within the jail population:

- 1,406 inmates reported a history of mental health treatment at intake
- 17.86% require psychotropic medications
- 3,453 individuals participated in substance use programming while incarcerated
- 20 individuals required transfer to state psychiatric hospitals for more intensive care

These figures reflect the extent of behavioral health needs being managed within a correctional setting rather than through coordinated, community-based care. Detention center staff routinely supervise individuals with serious mental illness, substance use disorders, and co-occurring conditions, many of whom require ongoing clinical

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[1] Florida Department of Health, *Hernando County Community Health Assessment*, with data derived from the Hernando County Detention Center and WellFlorida Council, 2025.
[2] Substance Abuse and Mental Health Services Administration. *Behavioral Health and Criminal Justice System Data.*
[3] Bureau of Justice Statistics. *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates.* U.S. Department of Justice.
[4] Florida Department of Law Enforcement. *Uniform Crime Reports (UCR) – County and Municipal Arrest Data; Crime in Florida Annual Reports.* https://www.fdle.state.fl.us/CJAB/UCR/Annual-Reports/UCR-Arrest-Data.aspx

support. Addressing these needs requires specialized training, coordination with behavioral health providers, and access to clinical resources that are often limited in a correctional environment.

Hernando County operates specialty court programs—including Adult Drug Court, Mental Health Court, and Youth Court—to divert individuals with behavioral health needs into treatment through supervision, case management, and counseling. However, capacity is limited, participation among young adults is low, and many individuals have co-occurring conditions that require more comprehensive care. Barriers such as provider shortages, waitlists, and gaps in coordination further limit effectiveness. As a result, these programs have not yet reduced justice system involvement on a measurable scale, highlighting the need to expand capacity, improve access to treatment, and strengthen system coordination.

As illustrated in Figure I, suicide rates among individuals ages 18–25 fluctuate over time and periodically exceed the state average. Increases in recent years, particularly between 2021 and 2024, indicate periods of heightened need. While some years show improvement, the overall pattern reflects ongoing instability and gaps in access to timely, consistent care.

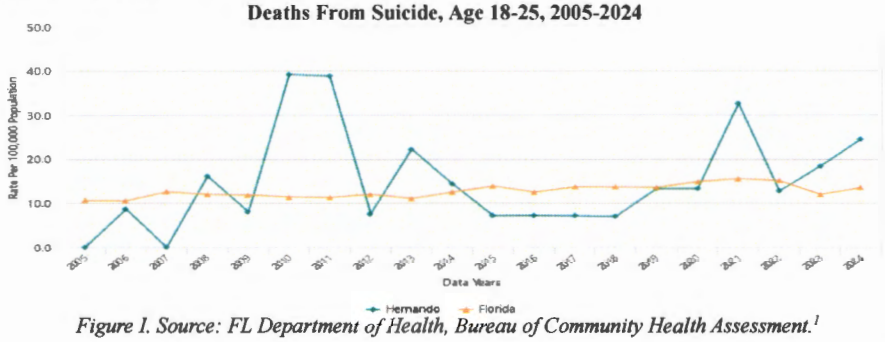

Figure I. Source: FL Department of Health, Bureau of Community Health Assessment.[1]

These trends indicate ongoing system strain and continued reliance on crisis response and highlight the link between unmet behavioral health needs and increased involvement in the justice system, underscoring the importance of early intervention, expanded diversion, and stronger coordination between behavioral health and criminal justice partners.

Statewide data show a steady increase in involuntary mental health examinations under the Baker Act, with similar patterns observed in Hernando County. Locally, crisis response calls, emergency department visits, and law enforcement encounters involving individuals in psychiatric distress have all increased. Young adults ages 18–24 consistently account for approximately 9% to 10.5% of these cases, indicating continued reliance on crisis systems within this population and a need for expanded stabilization and diversion options.[7]

Hernando County's single detention facility, operated by the Sheriff's Office, has a capacity of approximately 812 inmates and continues to experience pressure related to behavioral health needs. A significant share of individuals entering the facility present with mental health conditions, substance use disorders, or co-occurring conditions, reflecting a high level of need within the justice-involved population.

National data from the Bureau of Justice Statistics indicates up to 65% of individuals in jail meet criteria for drug or alcohol dependence, with nearly two-thirds having a substance use disorder.[5] Among individuals with serious mental illness, co-occurring substance use is even more common, affecting approximately 70%, according to the Council of State Governments Justice Center.[6] Despite the prevalence of these conditions, access to treatment remains limited, and only a small percentage of individuals receive substance use services while incarcerated, leaving many needs unaddressed.

Across Florida, many justice-involved individuals have behavioral health conditions but do not receive timely or consistent care during incarceration or after release. Although CJMHSA efforts emphasize screening, assessment, and linkage to treatment, gaps persist in coordination, planning, and continuity of care at the local level. A structured planning process would allow Hernando County to assess existing services, identify barriers, and work with corrections, behavioral health providers, and community organizations to strengthen protocols for screening, diversion, reentry planning, and connection to community-based care.

Substance use continues to play a major role in justice system involvement. Arrests for drug possession, theft, disorderly conduct, and probation violations are often associated with underlying behavioral health needs. Data from

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[5] National Institute of Justice; National Drug Court Institute, *Painting the Current Picture: A National Report on Drug Courts*; Urban Institute, drug court evaluation studies.

[6] Council of State Governments Justice Center. *Substance Addiction and Co-Occurring Disorders in the Justice System.*

the Florida Department of Law Enforcement show that Hernando County records hundreds of drug-related arrests each year, while property crimes, particularly larceny and theft, remain among the most common offenses, exceeding 2,000 incidents annually.[7][8] For many individuals, these offenses are tied to unmet treatment needs and economic instability.

Limited access to treatment contributes to repeated arrests and incarceration. This pattern places ongoing strain on law enforcement and correctional systems without addressing underlying needs. According to the Florida Department of Health Community Health Assessment, approximately 28.1% of individuals released from incarceration in Hernando County return within three years, which is on the higher end of the state range of 20–30%.[1] This reflects gaps in treatment access, reentry support, and system coordination.

Law enforcement is often the first point of contact during a behavioral health crisis, yet not all encounters involve specialized training in de-escalation or crisis response. Situations that could be stabilized through treatment may instead result in arrest. Individuals with untreated mental health conditions are more likely to experience repeated law enforcement contact, probation violations, missed court appearances, and extended time in custody. These patterns point to the need for expanded training, stronger cross-system partnerships, and additional diversion options.

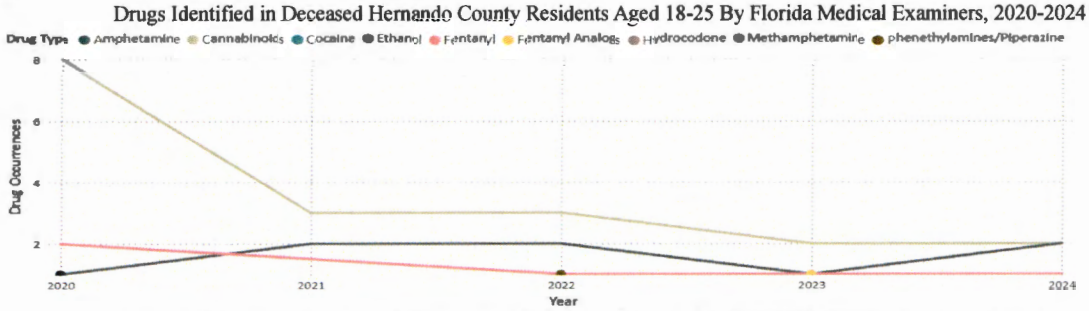

Figure II. FL Department of Law Enforcement, MEC Drugs Identified in Deceased Persons Report Dashboard.

As shown in Figure II, overall reported substance-related occurrences have declined since 2020, largely due to reductions in cannabinoid-related incidents and statutory changes in the State of Florida. However, methamphetamine and fentanyl have remained consistently present, indicating ongoing risk. This pattern supports the need for targeted treatment and intervention strategies focused on high-risk substances. It also reflects broader behavioral health challenges shaped by underlying social and economic factors that affect access to care and long-term stability.

Several social and economic factors continue to shape the intersection of behavioral health and criminal justice involvement in Hernando County. Limited access to affordable healthcare, poverty, housing instability, trauma, insurance gaps, and stigma surrounding mental health treatment all contribute to delayed or inconsistent care. These barriers often prevent individuals from receiving support early, increasing the likelihood that needs escalating to a crisis level and resulting in law enforcement contact.

When behavioral health needs go untreated, the impact on the local system is substantial. National data from the Bureau of Justice Statistics and the Council of State Governments Justice Center show that individuals with mental health conditions tend to remain in jail longer, incur two to three times higher medical and psychiatric costs while incarcerated, and are more likely to return to the justice system, particularly when substance use is also involved.[9][6] Placing a sustained pressure on law enforcement, courts, and detention staff while increasing costs and worsening outcomes.

Information from the Hernando County Detention Center, supported by national benchmarks from the National Institute on Drug Abuse[10], indicates that a significant portion of individuals entering jail have behavioral health needs. Approximately 18% of inmates are currently prescribed psychotropic medications, indicating diagnosed mental health conditions. More broadly, it is estimated that 40–45% have a mental illness, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions.[9] These figures demonstrate the extent to which the jail is managing needs that would be more effectively addressed through community-based treatment and support.

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[7] University of South Florida. *Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).*
[8] Hernando County Sheriff's Office, Detention Center reports. (2026).
[9] Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates.*
[10] National Institute on Drug Abuse (NIDA). *Criminal Justice DrugFacts.* National Institutes of Health, U.S. Department of Health and Human Services.

Hernando County's demographic and economic conditions further contribute to these challenges. The County has an estimated population of approximately 222,900 and includes a mix of suburban and rural communities. It also has a relatively older population, with a median age of approximately 47.[11] Although young adults under 25 represent a smaller share of the population, they remain a high-need group for behavioral health and justice involvement.[12]

Economic factors also play a significant role. According to the Tampa Bay Regional Planning Council, median household income across the region is approximately $77,000, compared to about $60,600 in Hernando County, highlighting a notable disparity.[13] An estimated 10–12% of residents live below the federal poverty level, and many working households fall within the ALICE (Asset Limited, Income Constrained, Employed) population, meaning they remain unable to meet basic needs despite employment. Lower educational attainment and a workforce concentrated in service-based industries further limit access to stable, higher-wage employment.[14]

Access to healthcare remains a major barrier, particularly for uninsured residents. Across Florida, uninsured individuals are significantly less likely to receive mental health or substance use treatment and more likely to report unmet needs. Without coverage, the cost of therapy, medication, and specialized treatment can be prohibitive, often leading individuals to delay care until conditions worsen and crisis response systems are needed.[1]

Local system data further illustrate these access challenges. As shown in Figures III and IV, while most young adults have some form of insurance coverage, nearly one in five remain uninsured, and reliance on public coverage has declined. This suggests continued barriers to affordable care for this age group. According to the Florida Department of Health and Florida HealthCHARTS, Hernando County's incarceration rate is also higher than the state average, approximately 3.2 per 1,000 residents compared to 2.5 statewide, with jail admissions and recidivism remaining ongoing concerns.[1]

Health Insurance Status of Non-Institutionalized Florida Residents Aged 19-25, 2022-2024

Year	Total Age 19-25 Population		Insured		Uninsured		Public Coverage Alone or in Combination		Private Coverage Alone or in Combination	
	n	%	*n*	%	*n*	%	*n*	%	*n*	%
2024	1,881,478	100%	1,514,563	80.5%	366,915	19.5%	222,918	11.8%	1,332,363	70.8%
2023	1,764,003	100%	1,437,819	81.5%	326,184	18.5%	261,634	14.8%	1,215,882	68.9%
2022	1,820,944	100%	1,479,449	81.2%	341,495	18.8%	268,089	14.7%	1,247,368	68.5%

Figure III – US Census Bureau [12]

Health Insurance Status of Non-Institutionalized Hernando County Residents Aged 19-25, 2022-2024

Year	Total Age 19-25 Population		Insured		Uninsured		Public Coverage Alone or in Combination		Private Coverage Alone or in Combination	
	n	%	*n*	%	*n*	%	*n*	%	*n*	%
2024	13,431	100%	10,917	81.3%	2,514	18.7%	2,200	16.4%	9,091	67.7%
2023	14,396	100%	12,707	88.3%	1,689	11.7%	4,614	32.1%	8,926	62.0%
2022	13,830	100%	11,199	81.0%	2,631	19.0%	1,545	11.2%	9,866	71.3%

Figure IV - U.S. Census Bureau[12]

4.3.1.2 Detention Center Population

The Hernando County Detention Center serves as the County's primary booking, intake, and detention facility for all local law enforcement agencies. It houses adult males and females, as well as juveniles ages 14–17 who are charged or sentenced as adults.[8] The facility has a rated capacity of approximately 812 inmates and typically operates at 80%–85% of that capacity, leaving limited flexibility during peak periods.[15]

As the central point of entry into the justice system, the detention center manages a high volume of admissions, releases, and daily population turnover. This requires continuous coordination across booking, classification, medical, and behavioral health services. Operating near capacity can place strain on staffing, housing assignments, and access to services, particularly during periods of increased arrests or extended lengths of stay. These conditions

[11] Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.
[12] U.S. Census Bureau, American Community Survey 5-Year Estimates (2019–2023), Tables S2301 (Employment Status) and S2403 (Industry), Hernando County, Florida.
[13] Tampa Bay Regional Planning Council (TBRPC), *State of the Region* Indicators Report (2026).
[14] Bureau of Labor Statistics. *Education Pays: Earnings and Unemployment Rates by Educational Attainment.*

can affect the facility's ability to respond efficiently to individuals with complex needs, including those requiring medical attention, behavioral health stabilization, or specialized supervision.

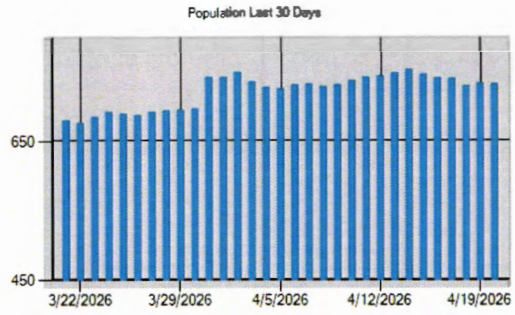

Figure V – From 03/22/2026 – 04/19/2026 Hernando County Detention[15]

Figure V illustrates the daily jail population from March 22, 2026, to April 19, 2026; the jail population has remained steadily elevated recently, with only minor daily fluctuations. Meeting behavioral health needs in this environment presents ongoing challenges. Medications are generally administered twice daily, which may not align with prescribed treatment schedules and can affect stability for individuals with mental health conditions. In addition, long-term inpatient treatment for mental health or substance use disorders is not available within the facility. Although services are provided, staffing and resource limitations affect the ability to meet the full range of needs among individuals in custody.

These conditions reflect broader national trends. Data from the Bureau of Justice Statistics show that local jails held approximately 657,500 individuals at midyear 2024, with millions of admissions each year.[16] High turnover places continuous pressure on jail operations. At the same time, nearly 70% of individuals in local jails are being held pretrial, awaiting court action rather than serving a sentence, which contributes to longer stays and increased demand on limited resources.[17]

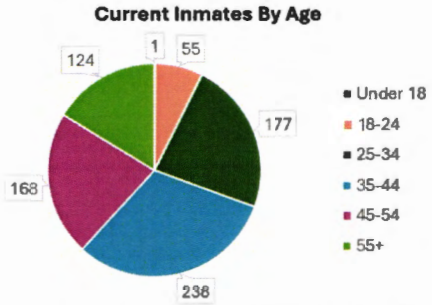

Figure VI -Hernando County Detention[17]

As shown in Figure VI, individuals ages 18–24 account for approximately 13.9% of the current jail population (55 individuals), representing a significant segment and highlighting early entry into the criminal justice system among young adults. This population distribution exists within a system that is consistently operating at high capacity. There is a notable increase in the population percentage in the 25-34 and 35-44 age groups, highlighting the importance of focusing diversion and behavioral health efforts on young adults, to help prevent deeper system involvement and reduce repeat contact with the justice system.[17]

Within this population, behavioral health needs remain both significant and, at times, under-identified. Data from the Bureau of Justice Statistics have long shown that a majority of individuals in jail report mental health concerns, and more recent research continues to reinforce the high level of need and the ongoing gaps in access to care.[17] Locally, this suggests that the true scope of mental health and substance use conditions in the jail may be even greater than what is currently documented. These conditions place added strain on correctional staff, healthcare providers, and community partners, while reinforcing the need for stronger screening, treatment access, and diversion strategies.

The high number of pretrial detainees further complicates this issue. Many individuals remain in custody while awaiting court action, often without timely access to appropriate behavioral health services.[4] Combined with the fast turnover typical of jail populations, this creates a cycle in which individuals move in and out of the system without consistent screening, stabilization, or connection to care. As a result, the jail increasingly functions as a default provider of behavioral health services, despite not being designed or resourced to serve that role.

4.3.1.2.1. Screening & Assessment

Hernando County utilizes a multi-system, coordinated approach to identify adults with mental illness (MI), substance use disorders (SUD), and co-occurring conditions at multiple interception points within the criminal justice continuum. This approach includes collaboration among the Hernando County Sheriff's Office and local law enforcement agencies, the judiciary, the State Attorney's Office, the Public Defender's Office, detention center personnel, behavioral health providers, hospital and emergency department systems, and community-based

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[15] Hernando County Sheriff's Office. *Budget and Operational Reports / Inmate Population Data.*
[16] Bureau of Justice Statistics. *Jails Report Series: 2024 Preliminary Data Release.* U.S. Department of Justice.
[17] Bureau of Justice Statistics (2006). *Mental Health Problems of Prison and Jail Inmates.*

organizations. Together, these partners support early identification, screening, assessment, and referral to appropriate treatment and diversion opportunities across the system.

Screening and assessment occur at multiple interception points, including initial law enforcement contact, jail intake, court processing, and within community-based provider settings. At the point of first contact, law enforcement officers trained in Crisis Intervention Team (CIT) protocols conduct observational screening and, when appropriate, divert individuals to crisis services rather than arrest. Individuals meeting criteria for involuntary examination may be referred under the Florida Mental Health Act (Baker Act), while those with substance use impairment may be referred to under the Florida Substance Abuse Impairment Act (Marchman Act). In Hernando County, individuals experiencing acute behavioral health crises are typically transported by law enforcement or emergency medical services to BayCare Behavioral Health or Springbrook Hospital for evaluation and stabilization. This would hold true for those under a Baker Act or Marchman Act.

Despite these diversion efforts, Hernando County has limited local capacity for crisis stabilization and inpatient behavioral health treatment, often requiring individuals to be transferred to facilities in neighboring counties for appropriate levels of care. This reliance on out-of-county placement creates delays in access to services, increases transportation burdens on law enforcement and emergency responders, and disrupts continuity of care.

Community health assessment data from the Florida Department of Health indicate that mental health-related emergency department visit rates reached approximately 86.5 visits per 1,000 population, reflecting sustained pressure on hospital systems as illustrated in Figure VII below.[1] This also highlights the operational burden placed on first responders, as the majority of Baker Act initiations are conducted by law enforcement and emergency personnel, often requiring extended time for on-scene response, transport, and hospital wait times before transfer or admission. Combined with limited local receiving capacity, this results in prolonged turnaround times for deputies and EMS, reducing availability for other public safety needs.

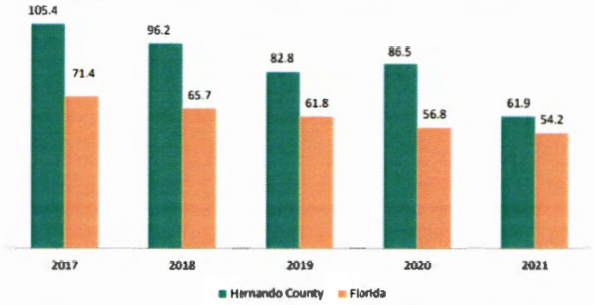

Figure VII - Florida Department of Health, Hernando County Community Health Assessment, 2023 - 2025.[1]

At intake, individuals entering the Hernando County Detention Center receive medical and behavioral health screenings to identify mental health needs, suicide risk, and substance use. Substance use is identified through self-report, screening tools, and clinical evaluation, with drug testing used as needed; however, the absence of routine universal testing may result in some cases going undetected. Individuals identified as high-risk are referred for further evaluation by licensed behavioral health staff, who conduct comprehensive assessments to determine diagnosis and treatment needs, including co-occurring conditions. Additional screening may occur through court processes such as specialty courts and diversion programs, though these remain limited, and court-ordered assessments by community providers are used to guide treatment planning when applicable.

Community organizations also play an important role in identifying and responding to behavioral health needs. Clinical and non-clinical partners, such as BayCare Behavioral Health, the National Alliance on Mental Illness (NAMI) Hernando, and Operation PAR, utilize evidence-based screening tools to assess individuals experiencing mental health and substance use concerns. Common tools include the Patient Health Questionnaire-9 (PHQ-9) and the Generalized Anxiety Disorder 7 (GAD-7), which are brief, standardized instruments used to assess the severity of depression and anxiety based on symptom frequency over the past two weeks. These tools support early identification, appropriate referral, and timely intervention in community-based settings.

Despite existing coordination, gaps in screening, timely assessment, and information sharing continue to result in fragmented care, repeated crises, and ongoing justice system involvement. The project will strengthen early identification, standardize screening, and improve coordination and linkage to care for individuals with mental health and substance use disorders.

4.3.1.2.2. People Admitted to Detention Center

Hernando County continues to experience a high number of individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) across both the behavioral health and criminal justice systems, placing sustained pressure on local resources.

Recent data highlights the persistence of these challenges. In Fiscal Year 2023–2024, the County recorded 1,346 involuntary mental health examinations under the Baker Act, followed by 1,259 in FY 2024–2025. [5] Although this reflects a slight decline, the overall volume remains elevated, indicating continued reliance on crisis response systems and ongoing strain on law enforcement and emergency services.

Local data shows that this is not a small or isolated group, but an ongoing and consistent challenge. Historical jail data indicate that between 1,100 and 1,400 individuals each year report a history of mental health treatment at the time of booking.[6] At any given time, hundreds of individuals are actively managed on the jail's mental health caseload, including as many as 796 individuals in a single year.[15] Substance use needs are also widespread, with thousands of program contacts recorded annually.

These trends are reflected within the Hernando County Detention Center, where individuals with behavioral health needs are frequently identified at booking. Local data indicate that 1,406 individuals reported a history of mental health treatment at intake, approximately 17.86% of inmates are prescribed psychotropic medications, and 3,453 individuals participated in substance use programming while incarcerated.[16/1] These figures, along with local estimates that 40–45% of individuals have a mental health condition, 50–65% have a substance use disorder, and 20–25% have co-occurring conditions, demonstrate the level of need within the jail population.[16]

In addition, an estimated 15% to 33% of inmates are prescribed psychotropic medications, reflecting a high level of ongoing clinical need within the facility.[18] Taken together, these data show that the jail is regularly managing complex behavioral health conditions in a correctional setting. This underscores the need for stronger diversion strategies, improved access to treatment, and more robust community-based support for this population.

The impact of these needs extends beyond intake. Individuals requiring psychiatric stabilization, medication management, or withdrawal monitoring often remain in custody longer due to limited availability of appropriate community-based treatment and delays in placement or continuity of care. Resource and capacity constraints within the detention center further affect the ability to manage individuals with more complex conditions.

4.3.1.2.3. Contributing Factors

Hernando County continues to face elevated rates of involuntary mental health examinations under the Baker Act, with young adults representing a notable share of these cases. Individuals ages 18–24 account for 9.43% of all initiations, closely aligning with the project's target population of ages 18–25. [5] More than half of all initiations (52.23%) are conducted by law enforcement, underscoring the role of first responders in managing behavioral health crises. [5]

Despite modest declines from peak levels, annual Baker Act cases have remained above 1,200 in recent years, reflecting ongoing gaps in access to timely treatment and limited availability of early intervention services. As a result, many individuals enter the system only after reaching a crisis point.[7]

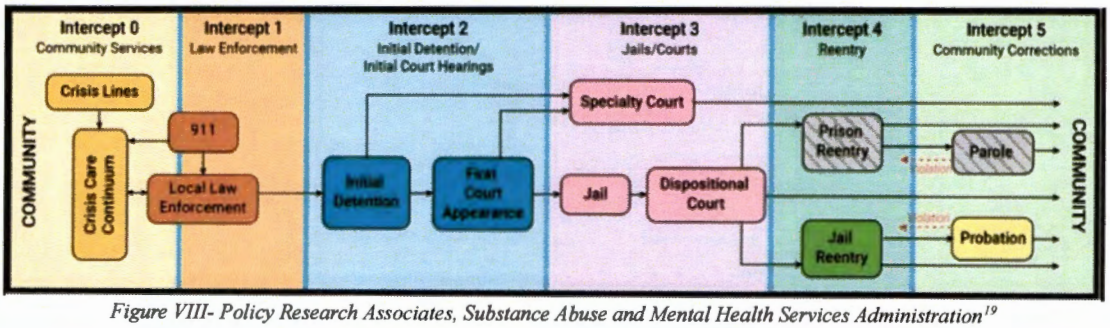

Figure VIII- Policy Research Associates, Substance Abuse and Mental Health Services Administration[19]

Viewed through the Sequential Intercept Model (SIM) Figure VIII, these challenges occur across multiple points in the system:

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[18] Hernando County CJMHSA Planning Report (WellFlorida Council). *Hernando County Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Planning Report*, 2017.

[19] Policy Research Associates, Substance Abuse and Mental Health Services Administration.

- Intercept 0 (Community Services): Limited access to outpatient care and early intervention contributes to crisis-level needs.
- Intercept 1 (Law Enforcement / Emergency Services): Law enforcement frequently serves as the first responder to behavioral health crises.
- Intercept 2 (Initial Detention / Initial Court): Individuals often enter the jail without prior stabilization or connection to care.
- Intercept 3 (Jails / Courts): The detention center manages behavioral health needs in a setting not designed for long-term treatment.
- Intercept 4 (Reentry): Gaps in continuity of care increase the risk of relapse and re-arrest.
- Intercept 5 (Community Corrections): Ongoing treatment and supervision challenges contribute to continued system involvement.

Patterns in Hernando County reflect ongoing substance use–related involvement among youth and young adults. As shown in Figure IX, drug and narcotic violations among individuals ages 10–19 increased from 95 in 2021 to 144 in 2022, followed by fluctuations in subsequent years and a rise again in early 2026.[20] This group consistently represents a higher share of statewide offenses. Among individuals ages 20–29, offenses peaked at 204 in 2022, declined through 2024, and have since shown modest increases.[18] These trends indicate continued justice system contact tied to substance use across both age groups.

Drug/Narcotic Violations Among 10-19- and 20–29-Year-Old Hernando County Residents, 2021-Early 2026

Year	10-19 years	% of FL Offenses	20-29 years	% of FL Offenses
2021	95	4.808	168	2.649
2022	144	4.163	204	2.185
2023	128	3.037	121	1.076
2024	105	2.339	80	0.684
2025	109	2.167	93	0.799
*2026	36	6.950	19	1.850
Total	617	3.134	685	1.336

Figure IX - National Incident-Based Reporting System (NIBRS),Hernando County Sheriff's Office; 2021 – 2026

Substance use remains a significant factor in arrests, particularly for younger populations. Early involvement, if unaddressed, can lead to repeated system contact, including additional arrests and extended supervision. Expanding access to treatment and strengthening diversion options at earlier stages can help reduce this progression.

System limitations continue to affect outcomes. Access to crisis stabilization, detoxification services, and community-based treatment remains constrained, and coordination between behavioral health and criminal justice systems is inconsistent. Barriers such as housing instability, transportation challenges, and gaps in follow-up care further complicate reentry and recovery.

Community data and stakeholder input continue to identify behavioral health and substance use as priority concerns. Law enforcement, healthcare providers, and community organizations report frequent interactions with individuals in crisis, while emergency departments continue to see high behavioral health utilization. These patterns indicate ongoing demand for services and the need for improved coordination across systems.

Recidivism remains a concern. A significant portion of individuals released from incarceration return within three years, reflecting continued gaps in treatment access and reentry support. Repeat bookings are common, particularly among individuals with ongoing mental health and substance use needs.

Pretrial detention also contributes to system strain. A large share of individuals in custody are awaiting court action, and extended stays can disrupt treatment and worsen behavioral health conditions. For individuals with unmet needs, this increases the likelihood of crisis while incarcerated and after release.

Broader social and economic factors continue to influence these patterns. Limited access to healthcare, housing instability, and exposure to trauma increase the risk of both behavioral health crises and justice system involvement. These conditions, combined with gaps in treatment and coordination, contribute to continued cycling between the community, emergency services, and incarceration.

[20] Hernando County Sheriff's Office; Federal Bureau of Investigation Crime Data Explorer (NIBRS), 2021–2026 YTD.

4.3.1.2.4. Entering & Re-Entering the Criminal Justice System

Individuals in Hernando County who are at risk of entering or re-entering the criminal justice system share a consistent set of behavioral health and socioeconomic challenges. Unmet mental health and substance use remain central factors, often compounded by limited access to care, provider shortages, and reliance on emergency services during periods of crisis. Recent local data further illustrates the scale of need. As shown in Figure X, Hernando County recorded between 1,201 and 1,596 involuntary mental health examinations annually over the past five fiscal years, with young adults ages 18–24 consistently representing approximately 9% to 10.5% of all cases reinforcing that crisis-level behavioral health needs remain consistent over time, with significant involvement from both law enforcement and healthcare systems.[7] A substantial portion of these examinations are initiated by law enforcement and health professionals, reflecting the extent to which crisis response systems are managing behavioral health needs in the community.

Fiscal Year	All Ages	Percent of Total				Percent of Total by Initiator Type		
		<18	18-24	25-64	65+	Law Enforcement	Health Professional	Ex-Parte
2024-2025	1,259	30.10%	10.48%	51.71%	7.23%	43.37%	45.75%	10.88%
2023-2024	1,346	36.53%	9.43%	45.51%	7.72%	52.23%	37.30%	10.55%
2022-2023	1,280	32.19%	10.55%	49.77%	6.95%	57.58%	33.52%	8.91%
2021-2022	1,201	32.89%	9.49%	49.13%	7.83%	56.37%	33.89%	9.74%
2020-2021	1,596	28.82%	10.40%	52.88%	7.46%	57.21%	35.09%	7.71%

Figure X - University of South Florida. Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).[7]

Mental health conditions frequently go untreated or undertreated, contributing to repeated instability. Individuals experiencing serious mental illness may cycle through short-term crisis stabilization without consistent follow-up care, increasing the likelihood of continued system involvement. Substance use further intensifies this risk. Opioids, methamphetamine, and alcohol misuse are common among justice-involved individuals, and co-occurring conditions are widespread. Limited access to detoxification services, medication-assisted treatment (MAT), and long-term recovery support make sustained stabilization difficult, increasing the likelihood of relapsing and re-arrest.

A smaller but high-impact group of individuals, often referred to as high utilizers, cycle repeatedly through emergency departments, crisis services, and the jail. These individuals typically present complex needs, including chronic behavioral health conditions, substance use disorders, housing instability, and limited support networks. Without coordinated care and case management, they are more likely to experience ongoing crises and repeated system contact.

Individuals without stable housing often struggle to engage in treatment, maintain employment, or comply with court requirements. This instability can lead to low-level, non-violent offenses tied to basic survival needs and increases the likelihood of continued justice system involvement, particularly during reentry when housing options are limited.[21]

Economic conditions further influence these patterns. Lower household incomes and financial instability can limit access to healthcare and delay treatment, contributing to worsening conditions over time. These challenges are often interconnected, reinforcing reliance on crisis systems rather than preventive or ongoing care.[19]
Individuals may remain in custody pretrial due to financial constraints or face difficulty complying with supervision requirements upon release. [17] For those with behavioral health conditions, even short disruptions in treatment, housing, or employment can increase the risk of further involvement.[21] Together, these factors contribute to a pattern in which individuals move between crisis services, the justice system, and the community without sustained stabilization.

Addressing the challenges faced by individuals with mental health and substance use disorders will require a more coordinated and consistent approach across the full continuum of care. This includes improving access to a range of treatment options from crisis stabilization and detoxification to outpatient services, medication-assisted treatment, and long-term recovery support so individuals can receive the level of care that matches their needs at the right time.

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[21] Florida Department of Health, Florida HealthCHARTS (Incarceration Rates, Hernando County); Florida Department of Corrections, *Recidivism Report* (2017–2019 Cohorts).

TAB 4. Project Design & Implementation

4.4.1.1. Description of Planning Council

The Hernando County Board of County Commissioners established the Public Safety Coordinating Council (PSCC) on December 6, 2014, in accordance with §951.26, F.S., to guide local efforts to improve outcomes for individuals with mental illness (MI), substance use disorders (SUD), and co-occurring disorders (COD) who are involved in, or at risk of entering, the criminal justice system. The Council serves as the primary coordinating body for cross-system planning and collaboration, with a focus on strengthening diversion, improving system coordination, and expanding access to care.

The PSCC was intentionally structured to bring together a broad and balanced group of stakeholders, consistent with §394.657(2)(a), F.S. Membership includes representatives from the Hernando County Health and Supportive Services staff, criminal justice system, behavioral health providers, healthcare systems, and community-based organizations, ensuring that efforts are informed by both operational experience and community perspective.

Hernando County has made a concentrated effort to ensure that the PSCC composition aligns with the statutory requirements outlined in § 394.657(2)(a), F.S., including representation from criminal justice, behavioral health, and consumer stakeholders. Judicial participation in the PSCC has been limited due to scheduling constraints, including full court dockets and competing judicial responsibilities. This has been a recurring gap acknowledged by Hernando County Health and Supportive Services. It is anticipated that, through the planning grant process, enhanced engagement of judiciary staff can be achieved to strengthen cross-system collaboration and support more effective program implementation. If any gaps in representation are identified during the initial planning phase, the County will take immediate steps to recruit additional members to ensure full compliance. This may include outreach to advocacy organizations, peer support networks, and underrepresented stakeholder groups. The County anticipates achieving full compliance within the first 60 days of the grant period, with formal appointments and participation documented through meeting records and membership rosters.

Law enforcement agencies play a central role on the Council, offering insight into first-response practices, arrest decision-making, and opportunities for pre-arrest diversion. Representatives from the Hernando County Sheriff's Office and local police departments contribute to the development of Crisis Intervention Team (CIT) strategies and other diversion-focused approaches at the point of initial contact.

The judiciary is also represented, including members of the courts and court administration, who provide guidance on court processes and help identify opportunities to expand treatment-based alternatives to prosecution. Their involvement is critical to ensure that diversion strategies align with judicial procedures and can be implemented effectively within the court system.

Additional criminal justice partners include the State Attorney's Office, Public Defender's Office, and the Florida Department of Corrections. These partners help shape post-arrest diversion strategies and ensure that legal and supervision considerations are incorporated into program design. Leadership from the Hernando County Detention Center also participates, providing valuable perspective on jail operations, intake processes, and the identification and management of individuals with behavioral health needs while in custody.

Behavioral health representation includes licensed mental health and substance use treatment providers, including those funded through the Florida Department of Children and Families. These members contribute clinical expertise, insight into service capacity, and a clear understanding of gaps in the local treatment system. Participation from hospitals and emergency medical services further strengthens the Council's ability to address crisis response, emergency department utilization, and inpatient care needs. The PSCC also includes community-based organizations that provide services related to housing, employment, and other social determinants of health—factors that are essential to long-term stability and successful diversion.

Importantly, the Council includes individuals with lived experience, including people who have navigated the behavioral health and justice systems, as well as family members when possible. Their perspectives help ensure that planning efforts remain grounded in real-world experience, highlighting barriers to care and opportunities to improve engagement. This inclusion supports a more practical, person-centered approach to system improvement.

PSCC Members as of January 2026 Meeting –

Organization	Participant	Position
Hernando County BOCC Health & Supportive Services	Veda Ramirez (facilitator)	Director
Hernando County BOCC Health & Supportive Services	Erik Rizzo	Mental Health & Substance Abuse Data Analyst
Hernando County BOCC Health & Supportive Services	Wendy Godfrey	Mental Health & Substance Abuse Resource Coordinator
Hernando County BOCC	Stephen Pasquale,	MHSA Resource Coordinator
Hernando County BOCC	Jerry Campbell	Commissioner, Chairman
Hernando County Sheriff's Office	Juliana Covey	Deputy Sheriff
Hernando County Sheriff's Office	John Cameron	Captain
Hernando County Sheriff's Office	Shelby Bishop	Assistant Director of Medical Services
Lutheran Services Florida Health System	Lesley Hersey	Community Engagement Specialist
Mid Florida Homeless Coalition	Coreen Garrity	Outreach Case Manager
State Attorney's Office, Fifth Judicial Circuit	Conrad Juergensmeyor	Assistant State Attorney
Hernando County Judge	Vacant	
Fifth Judicial Circuit Judge	Vacant	
BayCare Behavioral Health	Sandra Marrero	Clinical Manager
BayCare Behavioral Health	Cody Bauer	Licensed Mental Health Counselor (LMHC)
BayCare Behavioral Health	Elisia Burse	Supervisor Behavioral Health Program
FL Department of Corrections	Jeffrey King	Fifth Judicial Circuit Administrator
FL Department of Corrections	Mathew Shelby	Deputy Circuit Administrator
FL Department of Corrections	Samuel Flynn	Correctional Probation Officer Supervisor
Court Administration	Katie Mosley -Rusha	Treatment Supervisor
Juvenile Probation	Roberta Ellis	Juvenile Probation Officer Supervisor
Hernando Community Coalition	Tresa Watson	Executive Director
Dawn Cener Hernando	Jasmyn Moreno	Shelter Advocate
Hernando Fire Rescue/Community Paramedicine	John Pearson	EMS Manager/MIH – CP Coordinator
Hernando Fire Rescue/Community Paramedicine	John Kinzie	CP Paramedicine Paramedic
Public Defenders Office	Dillon Vizcarra	Assistant Public Defender
Family Member Consumer Community Treatment	Tina Kinney	Family of Consumer
Premier Community Health Care Group	Yvonne Kelly Montell	Grant Manager
Primary Consumer of Substance Abuse	Stephanie McCann	Consumer
Primary Consumer Mental Health	Vacant	
Operation PAR	Nicole Gibson	Counselor

The Public Safety Coordinating Council meets quarterly and is committed to meet regularly throughout the planning grant period of performance to serve as the primary body responsible for guiding the needs assessment, identifying system gaps, and developing the Strategic Plan. Through its diverse and representative composition, the Council will ensure that planning efforts are collaborative, comprehensive, and aligned with statutory requirements, ultimately supporting the development of an effective and sustainable diversion system.

4.4.1.2. Planning Council Activities

Members of key stakeholder groups represented in the PSCC membership have been meeting regularly in the past 12 months through various regularly scheduled community meetings where law enforcement, criminal justice, behavioral health and other community stakeholders collaborate.

The PSCC activities under the CJMHSA grant include:

- Participate in and support the Sequential Intercept Mapping (SIM) process
- Establish shared data priorities and performance indicators
- Support and develop data-sharing agreements
- Review performance data on regular basis
- Review and validate findings from the needs assessment
- Identify priority gaps and target populations
- Use data to inform continuous quality improvement
- Guide development of diversion strategies and system improvements
- Ensure alignment with state CJMHSA priorities and reporting requirements
- Support development and adoption of the Strategic Plan
- Aid in the identification of funding opportunities (local, state, federal) for program sustainment
- Support braiding/blending of funding streams
- Ensure strategies developed under the CJMHSA program are sustainable beyond the grant period
- Maintain PSCC as an ongoing coordinating body for system improvement

Table I - Regularly Scheduled PSCC Meetings

April 18, 2025
July 18, 2025
October 17, 2025
January 16, 2026
April 17, 2026
3rd Quarter 2026 Meeting (July 2026)
4th Quarter 2026 Meeting (October 2026)
1st Quarter 2027 Meeting (January 2027)
2nd Quarter 2027 Meeting (April 2027)

Table II – Planning Grant Meetings (if awarded)

Monthly (12) Planning Grant Competitive Meetings
6 Needs Assessment Committee Meetings (bi-monthly)
1 (2 Day) SIM Workshop
6 Strategic Planning Meetings
1 Focus Group Meeting
Additional meetings to be scheduled as needed/identified

4.4.2. Timeline

Table III

Milestone	Timeline
Grant Contract execution with Florida Department of Children and Families	Within 30 days of receipt of final grant agreement
Contract execution with University of South Florida, College of Behavioral & Community Services for SIM, Needs Assessment, Strategic Plan and training to be provided.	Within 60 days of receipt of final grant agreement
Contract execution with 'CJMHSA Project Coordinator' position	Within 60 days of receipt of final grant agreement
Establishment of formal partnerships, as evidenced by legally binding agreements with minimum of three agencies outlining project involvement, match contributions (as applicable) data sharing, etc.	Within 60 days of execution of final grant agreement
Completion of needs assessment and identification of Target Population and disorders to be addressed	Within 90 days of execution of final grant agreement
Competition of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC	Within 90 days of execution of the final grant agreement
Completion of SIM and Needs Assessment with USF, College of Behavioral & Community Services	Within 180 days of execution of the final grant agreement.

Completion of the Strategic Plan	Within 365 days of the execution of final grant agreement

4.4.2.1. Needs Assessment

Hernando County has implemented several strategies to address the intersection of behavioral health and the criminal justice system, including the use of specialty court programs to divert eligible individuals into treatment. The Adult Drug Court Program provides structured, court-supervised outpatient treatment and case management for non-violent offenders, including regular court appearances, drug testing, and participation in counseling and peer support. In 2025, the program served 70 participants, with 26 successful completions; however, only two participants were between the ages of 18 and 25.[22]

The Mental Health Court offers a similar alternative for individuals with diagnosed mental health conditions, combining judicial oversight with treatment referrals and case management. In 2025, the program served 31 participants, including five within the target population, with 15 successful completions. [22] For younger individuals, the County operates a Youth Court program focused on early intervention through a peer-based diversion model that emphasizes accountability and community engagement.

Despite these efforts, capacity remains limited relative to the level of need. Participation among young adults is low, and program size restricts the number of individuals who can be served. Many participants present with co-occurring conditions that require more comprehensive services than are currently available. Limited access to community-based treatment, waitlists, and gaps in coordination contribute to delays in care and incomplete service delivery. The discontinuation of a prior dependency program due to resource constraints reflects ongoing challenges in sustaining specialized services for high-need populations.

A more complete understanding of system performance, service gaps, and population needs is necessary to guide future planning. To support this effort, Hernando County will partner with the University of South Florida to conduct a comprehensive needs assessment focused on individuals with mental illness, substance use disorders, and co-occurring conditions involved in the justice system.

The assessment will include quantitative analysis of local data such as jail intake information, arrest records, Baker Act utilization, emergency department visits, and recidivism trends. This data will be analyzed to identify patterns, service utilization, and high-need populations. Qualitative input will be collected through interviews, focus groups, and surveys with stakeholders across law enforcement, courts, healthcare providers, and community organizations, along with individuals with lived experience.

A Sequential Intercept Mapping workshop will be conducted to examine how individuals move through the system and to identify key decision points and opportunities for intervention. Findings from all components will be combined into a gap analysis identifying limitations in service capacity, access to care, coordination, and reentry support.

The results of the needs assessment will inform the development of a strategic plan outlining targeted improvements in diversion, treatment access, and system coordination. This process will provide a structured foundation for strengthening local capacity and improving outcomes for individuals with behavioral health needs.

4.4.2.2. Proposed Methodology

Hernando County will use a structured approach to identify and align funding and resources that support individuals with mental illness, substance use disorders, and co-occurring conditions. This effort will be informed by the needs assessment and guided by the Sequential Intercept Model (SIM), displayed previously in Figure IX, to ensure resources are considered across all points where diversion and treatment opportunities exist. The focus is on improving coordination, reducing inefficiencies, and strengthening access to community-based services.

In partnership with the University of South Florida, the County will begin with an inventory of existing behavioral health, substance use, and justice-related services available to the target population. This will include information on service types, eligibility, capacity, funding sources, and geographic coverage to establish a clear picture of current resources.

A resource mapping process will follow to identify service gaps and opportunities to better utilize existing assets. Coordination with the Florida Department of Children and Families will help ensure alignment with the regional system of care and identify options to strengthen services through existing funding streams.

The County will then conduct a funding and resource analysis to assess how current investments align with community needs. This will identify gaps, overlaps, and barriers such as eligibility requirements, waitlists, and

[22] Hernando County – Fifth Judicial Circuit – Programs & Services - https://www.circuit5.org/courts-judges/hernando-county/programs-services/

service accessibility. Opportunities to better coordinate funding across behavioral health, criminal justice, healthcare, and social services will also be explored to improve continuity of care.

Stakeholders, including system partners and service providers, will be engaged throughout the process to review findings and help identify practical improvements. Input from these partners will support the development of strategies to strengthen referral pathways, expand service capacity, and improve coordination across systems.

The County will also examine operational and structural factors that affect service delivery, including communication processes, coordination practices, and system workflows. Based on this review, recommendations will be developed to improve collaboration, clarify roles among partners, and support more consistent screening, referral, and service connection practices.

This process will result in a resource and funding alignment strategy that identifies how existing resources can be used more effectively and where additional investment is needed. The findings will guide the development of a strategic plan focused on improving coordination, expanding access to care, and supporting diversion from the justice system.

4.4.2.3 Project Design & Implementation

The proposed project focuses on improving coordination between the criminal justice and behavioral health systems to better serve young adults ages 18–25 with mental health, substance use, or co-occurring needs. The effort is centered on strengthening connections to appropriate services for individuals who are already involved in, or at risk of entering, the justice system.

Using the Sequential Intercept Model (SIM) as a framework, the project will identify service gaps, expand diversion opportunities, and improve coordination across systems.

Needs Assessment - A comprehensive needs assessment will combine analysis of local data with input from system partners. This will include jail intake data, arrest records, Baker Act activity, emergency department utilization, and recidivism trends. Stakeholder engagement, including law enforcement, courts, behavioral health providers, and community organizations will help identify service gaps and system challenges across key interceptions.

Partnerships and System Coordination - The project will formalize collaboration among key partners, including the Hernando County Sheriff's Office, BayCare Behavioral Health, the Office of the State Attorney (Fifth Judicial Circuit), and the Public Defender's Office (Fifth Judicial Circuit). These partnerships will support improved coordination, more consistent referral processes, and better access to services.

Data and Performance Tracking - Participating agencies will implement a shared approach to data collection and reporting using secure, HIPAA-compliant systems. Common performance measures will focus on service engagement, reduced justice system involvement, and improved access to treatment.

Strategic Planning - Findings from the assessment will inform a Strategic Plan with clear priorities and implementation steps. The plan will focus on diversion, access to care, care coordination, and reentry support, while identifying funding strategies to support long-term sustainability.

The project will be carried out over a 12-month period using a phased approach:

Phase 1: Project Initiation and Partnership Development

- Establish project leadership through the Public Service Coordinating Council (PSCC)
- Finalize partnership agreements
- Begin developing the data collection framework and identifying key data sources

Phase 2: Needs Assessment and Data Analysis

- Conduct data analysis and gather stakeholder input
- Identify service gaps, system barriers, and priority needs
- Review and confirm findings with partner groups

Phase 3: Strategy Development

- Develop targeted, practical strategies to address identified gaps
- Focus on diversion, access to treatment, care coordination, and reentry supports
- Align strategies with available resources and system capacity

Phase 4: Strategic Plan Development and Finalization

- Draft and finalize the Strategic Plan
- Establish clear priorities and performance measures
- Prepare for the transition to implementation and future funding opportunities

Hernando County will serve as the lead coordinating entity, providing overall oversight, bringing partners together, and helping ensure that efforts stay aligned across systems. Regular meetings and data reviews with the PSCC and community partners will support ongoing collaboration, transparency, and accountability.
Overall, this project is designed to take a clear, practical look at current system challenges and identify solutions that can realistically be put into place. By strengthening partnerships, improving how data is shared and used, and better aligning existing resources, the County will be in a stronger position to expand diversion efforts, improve access to behavioral health services, and reduce repeated involvement in the criminal justice system.

4.4.2.4. Strategy for Coordination, Communication & Data Sharing

A CJMHSA Focus Group, composed of representatives from law enforcement, the judiciary, detention center administration, behavioral health providers, hospitals, emergency responders, and community-based organizations, will guide planning activities and support coordinated decision-making. Targeted workgroups may be established to address specific areas such as diversion, data, and resource coordination.

A structured communication approach will support regular information sharing among partners. This will include scheduled meetings, progress updates, and working sessions to review findings, confirm priorities, and coordinate next steps. Clear communication protocols will ensure partners remain informed of key decisions, timelines, and responsibilities, while also supporting coordination at critical points of system contact.

Formal data-sharing agreements will be developed to allow secure exchange of information in compliance with applicable federal and state requirements, including HIPAA and 42 CFR Part 2. This effort will be coordinated by the CJMHSA Project Coordinator, who will work with partner agencies to define data elements, establish roles and responsibilities, and ensure appropriate data security standards. Standardized data collection and reporting practices will also be developed to support consistent tracking of indicators such as service utilization, diversion, and treatment engagement.

The County will implement processes for routine data sharing and cross-system reporting to support coordination and monitoring. Ongoing coordination with state partners will help align efforts with the broader system of care and support access to existing data resources. Data will be reviewed regularly by project leadership and workgroups to monitor progress, identify trends, and inform adjustments to strategies and operations.

4.4.4. Performance Measures

4.4.4.1. Process for Collecting Performance Measurement Data

The proposed project will meet all required Planning Grant performance measures and establish a clear framework for tracking progress and outcomes.

- A comprehensive needs assessment will be completed within 90 days of grant execution. This will be conducted in coordination with the University of South Florida and will include data analysis, stakeholder input, and system mapping to identify the target population (ages 18–25) and priority behavioral health needs.
- Formal agreements (MOUs/MOAs) with at least three partner agencies will be executed within 60 days. Preliminary coordination with key partners has already occurred to support timely completion.
- Standardized data collection, sharing, and reporting processes will be established within 90 days in coordination with project partners and the CJMHSA Technical Assistance Center.
- A Strategic Plan will be completed within 365 days, informed by assessment findings, the Sequential Intercept Model, and partner input.

Data will be collected using secure, HIPAA-compliant systems and standardized assessment tools to monitor service engagement and outcomes over time. Information will be reviewed regularly to track performance and support adjustments as needed.

Key Performance Indicators include:

- Number and demographics of individuals ages 18–25 served
- Changes in arrests, law enforcement contacts, and recidivism
- Utilization of mental health and substance use treatment services
- Linkage to community-based care
- Engagement and retention in services
- Changes in mental health, substance use, and overall stability (e.g., housing, employment)
- Use of crisis services, including emergency departments and involuntary examinations

Performance data will be reviewed on a routine basis by the Public Safety Coordinating Council (PSCC) to monitor progress and inform decision-making. Regular reviews will support ongoing adjustments to improve coordination and outcomes across partner agencies.

This approach supports consistent tracking of results and alignment with state reporting requirements while providing actionable information to guide system improvements.

4.4.4.2. / 4.4.4.3. Targets & Methodologies

Goal #1: Create need-based, data-informed strategic action plan to increase Hernando County's capacity to divert adults with a mental illness, substance abuse or co-occurring disorder from arrest, prosecution, or incarceration and into treatment and support services and to provide incarcerated individuals with such disorders with treatment during incarceration and post-release.

Table IV

Performance Measures #1:	**Conduct the Sequential Intercept Mapping (SIM) and the needs assessment.**			
	Task	**Methodology**	**Key Partners**	**Target Completion Date**
1.1	Conduct SIM workshop	Agenda from the mapping, sign-in sheets to document participation, and the final report provided by USF's CJMHSA TAC 1. SIM workshop process to include the intercept map, identification of strengths, needs, and priorities for change. 2. Utilize results of mapping process as foundation for development of comprehensive strategic action plan.	1.USF CJMHSA TAC 2. Hernando County PSCC 3. Community Partners	Workshop conducted within 90 days or earlier of final grant agreement
1.2	Conduct a current and thorough needs assessment, including clear delineation of the target population(s).	The needs assessment and identification of the target population are completed within 90 days of the final grant agreement (E.1.1.1.) 1. Utilize Hernando PSCC and committees to include: a. Review of existing data b. Survey(s) c. Focus group(s) d. Key informant interview(s)	1.USF CJMHSA TAC 2. Hernando County PSCC 3. Community Partners	Within 90 days of execution of final grant agreement

Table V

Performance Measures #2:	**Create and maintain ongoing stakeholder support and service coordination.**			
	Task	**Methodology**	**Key Partner**	**Target Completion Date**
2.1	Involve key stakeholders, including potential sources of subject matter expertise and funding in planning actions.	Planning grant committee meeting with representation from criminal justice areas, behavioral health agencies, consumers, and family members. 1. Meeting minutes will document participation of members, frequency of meetings, and content within the meetings.	Hernando County, Director of Housing and Supportive Services	First meeting of the Planning Grant/Strategic Planning Committee within 30 days of grant award.
2.2	Provide key stakeholders with expert consultation and education on specific approaches and their link to best known effective mental	1. Quarterly Presentations by community experts at PSCC meetings and feedback. 2. Quarterly reports to include: a. Summary of the presentations	Hernando County, Director of Housing and	Quarterly

	health and substance abuse treatment practices, diversion strategies, and recovery-oriented services.	b. Written feedback from stakeholders in PSCC meetings	Supportive Services	
2.3	Establish formal partnerships among agencies to provide and coordinate services.	Establishment of formal partnerships, as evidenced by legally binding agreements, with a minimum of three agencies (i.e., law enforcement, homeless coalitions, treatment providers, courts, schools, etc.), within 60 days of execution of the final Grant Agreement. (E.1.1.2.) Obtain legally binding agreements, Memorandum of Understanding (MOU) documents	Hernando County, Director of Housing and Supportive Services	Within 60 days of execution of the final Grant Agreement.
2.4	Derive methodologies for sharing data and information among partners.	Completion of data sharing, collection and reporting methodologies among partners and the CJMHSA TAC within 90 days of execution of the final Grant Agreement. (E.1.1.3.) 1. Adoption of best practices and lessons learned from other grantees through USF CJMHSA TAC. 2. County data collection, sharing and reporting protocols.	Hernando County PSCC	Within 90 days of execution of the final Grant Agreement.
2.5	Evaluate the proposed planning activities identified in the application monthly and quarterly to determine progress toward milestones.	Creation of monthly and quarterly progress reports for project status updates. 1. The Planning Grant/Strategic Planning Committee will assist the Project Coordinator in tracking required tasks and timelines	Hernando County, Director of Housing and Supportive Services	Monthly and Quarterly

Table VI

Performance Measures #3:	**Develop the Strategic Plan and determine list of appropriate funding opportunities.**			
	Task	**Methodology**	**Key Partners**	**Target Completion Date**
3.1	Develop the Strategic Plan and submit it to DCF.	The Strategic Plan is compiled within 365 days of execution of final grant agreement. (E.1.1.4.) 1. Collaborative community process through regularly scheduled meetings 2. Use of Sequential Intercept Mapping (SIM) and needs assessment results to set foundation for the strategic plan	1.USF CJMHSA TAC 2. Hernando County, Director of Housing and Supportive Services	Within 365 days of execution of the final grant agreement
3.2	Develop list of appropriate grant opportunities for identified priorities though collaborative processes and	List of opportunity summaries for potential funding options.	Hernando County, Director of Housing and	Within 60 days of final SIM report, initial list of funding opportunities submitted to

	develop plan to leverage other sources of funding	Evaluation matrix to be used by the planning grant committee to rank best opportunities.	Supportive Services	planning grant committee for consideration

TAB 5. Approach & Capability

4.5.1. Target Population

The proposed project will serve adults in Hernando County who are involved in, or at risk of involvement in, the criminal justice system and who have mental health, substance use, or co-occurring conditions. The primary focus is on individuals ages 18–25 who encounter the system at key points, including law enforcement encounters, jail intake, court processing, and reentry to the community.

This population includes individuals experiencing behavioral health crises, many of whom have had little or no connection to ongoing treatment. It also includes those appropriate for diversion, as well as individuals with more complex needs such as repeated arrests, prior Baker Act involvement, homelessness, unemployment, or limited access to healthcare. These factors can make it difficult to engage in services and contribute to ongoing system involvement.

The project will prioritize individuals who face barriers to care, including lack of insurance, unstable housing, transportation challenges, and difficulty navigating services. Efforts will focus on improving coordination and continuity of care to support engagement beyond initial contact.

Activities will be guided by a Sequential Intercept Mapping (SIM) process, previously displayed as Figured IX, which will be used to examine how individuals move through the system, identify gaps, and establish priorities for improvement. This process will result in a strategic plan that outlines practical steps to strengthen diversion, access to treatment, and system coordination.

Local and national data indicate a high prevalence of behavioral health needs among justice-involved individuals, reinforcing the need for improved access to community-based care and coordinated responses across systems.[2/7]

Services will be delivered in a manner that is responsive to individual needs and accessible to all eligible participants. The overall focus is on improving access to care, reducing repeat system involvement, and strengthening coordination across agencies.

4.5.2. Capability & Experience

The County has demonstrated strong leadership in cross-system collaboration, working closely with the Hernando County Detention Center, the Hernando County Sheriff's Office (HCSO), the judiciary, and community-based behavioral health providers. These efforts are aligned with the SIM and include participation in community health assessments, strategic planning initiatives, and system mapping activities that identify service gaps and improve coordination across intercept points.

Funding administered by the Hernando County Health and Human Services Department provides a diverse array of services to assist with resolving health and human services needs and to improve residents' quality of life through direct services, advocacy and community networking. The department is responsible for the coordinating, evaluating and monitoring all health and human service contracts, activities, programs and grants provided to or by Hernando County through state-mandated programs and/or other providers. The department's goal is to provide interim assistance to residents and to promote social and economic self-sufficiency. The department oversees the processing of several unfunded state mandates such as, Health Care Responsibility Act (HCRA), Medicaid Reimbursement, Juvenile Detention Cost Sharing, Baker Act Services, Financial Responsibility for Medical Services of Person Arrested, Child Protection Team Medical Examination, and the Disposition of Dead Bodies mandate in accordance with Florida Statutes. Health and Human Services assist and provide access for residents to register for employment and training opportunities and programs, serves as a Certified Assistant Site for Florida Kid Care, Certified Application Counselors for Affordable Care Act, and Access Florida Platinum Partner for Department of Children and Families. The department recently completed training for SSI/SSDI Outreach, Access, and Recovery (SOAR), designed to increase access to Social Security Administration Disability benefits Supplemental Security Income and Social Security Insurance for eligible adults who experiencing or at risk of homelessness and have a mental illness, medical impairment and or a co-occurring substance use disorder.

For the proposed project, BayCare Behavioral Health (herein BayCare) will serve as a partnering agency, as demonstrated in the submitted letter of commitment as seen in Tab 6. Collaboration with BayCare is based on their presence in Hernando and the Tampa Bay region as the largest full-service, community-based health care system. BayCare facilities are widespread throughout Hernando and the surrounding counties and provide comprehensive

services for mental health and addiction related services. This collaborative team recognizes the importance of sharing relevant information and data to improve treatment coordination and efficacy. The Hernando County BOCC and BayCare have existing partnership agreements with regards to data sharing and several other grants which outline the roles of each, reporting requirements, expectations and a demonstrated success in the community which is crucial for the deployment and effective delivery of this project.

The Hernando Community Coalition (HCC) will also serve as a partner on the proposed project. HCC is a community-based organization focused on improving health and safety outcomes through prevention, education, and collaboration. The coalition brings together local stakeholders—including schools, healthcare providers, law enforcement, nonprofit organizations, and community members—to address priority issues such as substance abuse prevention, youth development, and mental health awareness. The coalition plays a key role in coordinating community-wide initiatives, sharing data, and promoting evidence-based strategies to reduce risk factors and strengthen protective factors, particularly among youth and families. Through outreach, training, and prevention programming, the Hernando Community Coalition supports efforts to reduce substance use, delay onset of risky behaviors, and connect individuals to needed services. Its collaborative approach helps align resources across systems and contributes to broader county efforts to improve behavioral health outcomes and prevent future justice system involvement.

Hernando County Sheriff's Office provides service to the community pursuant to Chapter 30.F.S.S.(2012). The Hernando County Sheriff's Office is committed to responding to the needs of citizens of Hernando County. Hernando County Sheriff's Office mission is to maintain peace and order, safeguard life and property and protect individual rights through the delivery of professional services. HCSO also has a longstanding history of successfully implementing and managing grants from agencies such as Florida Department of Law Enforcement and Bureau of Justice Administration.

4.5.2.1. Previous participation in CJMHSA Grants

4.5.2.1.1

Hernando County previously participated in the 2016 and 2017 CJMHSA planning grants awarded to Lutheran Services Florida Health Systems, which served as the designated lead agency for the County by the Board of County Commissioners. Through this partnership, the County was actively involved in the needs assessment process and the development of a regional strategic plan, contributing staff time, coordination support, and matching funds. Hernando County also continued its involvement during the 2020 CJMHSA Implementation and Expansion Grant, supporting project activities and cross-system collaboration efforts.

Building on this experience, Hernando County has demonstrated the ability to work effectively across agencies, manage grant-funded initiatives, and support data-driven, evidence-based planning efforts. These prior engagements have strengthened local partnerships and positioned the Hernando County Board of County Commissioners to successfully lead the proposed project and achieve its objectives while advancing long-term system improvements.

- Planning Grant participating partner - Adults (2016) - $58,313
- Planning Grant participating partner - Juvenile (2017) - $100,000
- Implementation & Expansion Grant participating partner - Juvenile (2020-2023) - $1,200,000

4.5.2.1.2

- 2016 – Hernando Adults – Individuals served NA
- 2017 – Hernando Juvenile – Individuals served NA
- 2020 – 2023 – Hernando Juvenile – 231 individuals served

Target # of Participants				
	Program Year 1	**Program Year 2**	**Program Year 3**	**Total**
D-2.1 Individuals Enrolled	50	50	50	150
D-2.2. Participating Primary Care Professionals Trained	10	10	10	30

4.5.2.1.3

- 2016 Planning Grant – Adult
- 2017 Planning Grant – Juvenile
- 2020 Implementation & Expansion Grant - Juvenile

2016 Adult Planning Grant - Performance Measures and Outcomes			
Performance Measure	**Target Date**	**Date Completed**	**Outcome**
(E-1.1) Needs assessment	Within 90 days of execution of Grant Agreement	4/28/17	100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.
(E-1.1) Identification of the target population	Within 90 days of execution of Grant Agreement	2/1/17-4/28/17	100% Completed. Adults with mental illness, substance abuse, or co-occurring disorders at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution.
(E-1.2) Established formal partnership #1:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 2 MOUs established specifically for this project with LifeStream and BayCare by the deadline of 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.2) Established formal partnership #2:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 1 MOU established with Mid-Florida Homeless Coalition by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.2) Established formal partnership #3:	Within 180 days of execution of Grant Agreement	7/31/17	100% Completed. 1 MOU executed with Springbrook Hospital by 7/31/17. Evidenced by copies provided to the Department in quarter 3 reporting.
(E-1.3) Workforce Development Plan	Within 270 days of execution of Grant Agreement	10/31/17	100% Completed. Attached as part of the Strategic Plan document included in Appendix B - Goal 2, Objectives 3.1, 3.2, and 3.3.
(E-1.4) Finalized strategic plan	Within 365 days of execution of Grant Agreement	2/1/18	100% Completed. Evidenced by copy of plan included in Appendix B.

2017 Juvenile Planning Grant - Performance Measures and Outcomes			
Performance Measure	**Target Date**	**Completed**	**Outcome**
(E-1.1) Needs assessment	Within 90 days of execution of Grant Agreement	1/31/2018	100% Completed. Evidenced by 1 completed assessment within 90 days of grant execution.
(E-1.1) Identification of the target population	Within 90 days of execution of Grant Agreement	1/31/2018	100% Completed. Hernando County youth with mental illness, substance abuse, or co-occurring disorders (emotional or behavioral disorders) at risk for or already involved in the criminal justice. Need evidenced in needs assessment completed within 90 days of grant execution.
(E-1.2) Established formal partnership #1:	Within 180 days of execution of Grant Agreement	04/27/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and Hernando County School District

(E-1.2) Established formal partnership #2:	Within 180 days of execution of Grant Agreement	04/27/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and NAMI Hernando
(E-1.2) Established formal partnership #3:	Within 180 days of execution of Grant Agreement	04/24/2018	100% Complete. LSF Health Systems; Hernando Community Coalition; and BayCare Behavioral Health
(E-1.3) Workforce Development Plan	Within 270 days of execution of Grant Agreement	07/20/2018	100% Complete. Included with quarter 3 progress report.
(E-1.4) Finalized strategic plan	Within 365 days of execution of Grant Agreement	10/20/2018	100% Completed and submitted with quarter 4 progress report.

2020 Juvenile Implementation & Expansion Grant – Performance Measures & Outcomes		
Performance Measure	**Completed**	**Outcome**
Establish diversion programs and strategies for youth in Hernando County which will increase public safety, avert increased spending on the criminal justice system and improve the accessibility and effectiveness of treatment services	Completed	Programs are being completed by five different agencies within Hernando County, BayCare, NAMI Hernando, Dawn Center, Hernando Coalition and Spring Brook. The strategies include providing care coordination, wellness recovery action plan family service, teen support groups TTYS, Family Links Group, and developing partnerships with physicians and their organization for promotion of youth mental health and substance abuse integration into their practice.
Create and encourage collaboration among stakeholders in implementing the strategic plan and providing ongoing oversight and quality improvement activities	Completed	A partner meeting is held monthly with the community partners and stakeholders. The meeting is to encourage bright spots and open communication amongst the partners. The Project Coordinator provides oversight. The last partner meeting was October20, 2023.
Promote workforce development through additional training that addresses needs identified in the Strategic Plan.	Completed	In partnership with USF TAC training have been areas of support have been identified by the partners and will be presented to the Community Meeting for review. USF has also provided training and dates for upcoming training.

4.5.2.1.4

The Public Service Coordinating Council (PSCC) has remained active and engaged in Hernando County since the implementation of the 2017 Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant, demonstrating a sustained commitment to the goals and infrastructure established during that funding period. Building on the foundation created by the grant, the Council has continued to apply lessons learned, refine strategies, and implement recommended system improvements across the community. This ongoing work reflects both institutional stability and a long-term dedication to cross-system collaboration.

A key indicator of sustainability is the Council's continued role in addressing broader systemic needs, including integration with the County's transportation plan. By aligning behavioral health initiatives with transportation access, the PSCC has strengthened service accessibility, an essential factor in maintaining engagement for at-risk youth and their families.

The original 2017 grant successfully established a care coordination model in the community designed specifically for youth who are involved in, or at risk of involvement in, the criminal justice system and who present

with co-occurring mental health and/or substance use disorders. This model has proven sustainable by continuing to operate beyond the initial funding period and by remaining embedded within the local service delivery framework. It has contributed to measurable system improvements by reducing unnecessary interaction between youth and law enforcement, providing earlier and more targeted interventions, and simplifying system navigation for families, thereby improving engagement and outcomes.

In addition to direct services for youth, the program has created lasting systemic impact through capacity building within the broader healthcare community. Primary care physicians have received ongoing training to better identify and respond to youth mental health and substance use concerns. This integration of behavioral health awareness into primary care settings supports early intervention and reduces reliance on crisis-driven responses.

Program enhancements introduced since the initial grant period further demonstrate sustainability and growth. These include the addition of structured group sessions for both youth and families, which strengthen peer support, improve coping skills, and reinforce family involvement in the treatment process. These services expand the continuum of care and help maintain long-term engagement beyond initial intervention.

However, while these efforts have been sustained and effective, the County has increasingly outgrown the capacity and scope of the original implementation. Since 2017, Hernando County has experienced continued population growth, increasing demand on behavioral health and criminal justice systems, and escalating impacts from the opioid crisis. Data from the Florida Department of Law Enforcement and Florida Department of Health reflect ongoing substance use challenges, including persistent drug-related offenses and overdose trends.[3/1]

Further, the Bureau of Justice Statistics reports that approximately 63% of individuals in local jails nationally have substance use disorders, a trend mirrored locally by the high prevalence of behavioral health needs among individuals entering the Hernando County Detention Center.[23] The County's recidivism rate illustrates ongoing system strain and the continued cycling of individuals through the justice system without adequate access to treatment and support. These data demonstrate that, while the original CJMHSA-funded model created a strong foundation, the scale and complexity of current community need now exceed the capacity of prior implementation efforts.

Overall, the continued operation, expansion, and integration of these initiatives illustrate that the 2017 CJMHSA-funded program has evolved into a sustainable, community-embedded model of care. At the same time, current data clearly demonstrate the need to build upon and expand this foundation through renewed planning and investment. The next phase of work will focus on scaling successful strategies, addressing emerging gaps, and enhancing system capacity to meet growing demand. This evolution is rooted in strong interagency collaboration, adaptability to community needs, and a sustained focus on improving outcomes for vulnerable populations.

4.5.2.2. Availability of resources

Hernando County has established systems in place to effectively manage grant funding, including budgeting, procurement, compliance, and performance reporting. The County has experience managing large state and federal funding streams and has built internal processes that support accountability, transparency, and consistent oversight. Staff regularly track and report on outcomes such as service utilization, housing stability, and justice system involvement, allowing the County to monitor progress and make informed adjustments as needed.

The County also has a strong track record of working across agencies to coordinate services. Ongoing collaboration between law enforcement, corrections, behavioral health providers, housing agencies, and community organizations helps ensure a more connected approach to serving individuals with complex needs, particularly those with co-occurring mental health and substance use disorders involved in the justice system.

The Hernando County Board of County Commissioners has led a range of health and human services initiatives focused on mental health, substance use, housing stability, and public safety. This includes successfully managing multiple state and federally funded programs designed to improve access to services and support vulnerable populations.

Currently, the County administers programs such as the State Housing Initiatives Partnership (SHIP) and the Community Development Block Grant (CDBG), which play an important role in addressing housing instability and homelessness. These efforts directly support individuals who often intersect with both the behavioral health and criminal justice systems.

In addition, the County is utilizing funds from the National Opioid Settlement to expand access to treatment, prevention, and recovery services. The County also works closely with the Florida Housing Finance Corporation to support affordable housing initiatives, recognizing that stable housing is a key factor in improving behavioral health outcomes and reducing repeat involvement in the justice system.

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[23] Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007–2009.*

4.5.2.3. Anticipated Roles

The proposed planning effort in Hernando County will take a collaborative approach that brings together community partners and individuals with lived experience to help shape a more effective behavioral health and justice system. Guided by the Sequential Intercept Model (SIM), the County will actively involve advocates, peer specialists, family members, and system partners to better understand gaps in services and identify practical solutions.

Advocates, including National Alliance of Mental Illness (NAMI), Hernando, will help highlight system barriers, policy challenges, and opportunities for improvement, ensuring the project reflects current best practices in both behavioral health and criminal justice. They will participate in planning meetings, review proposed processes, and support outreach efforts to keep the community informed and engaged.

Peer specialist individuals with lived experience in mental health, substance use, and justice system involvement—will play a key role in shaping how services are delivered. Their input will ensure that diversion strategies, engagement efforts, and reentry support are realistic, accessible, and responsive to the needs of the target population. They will also provide insight into where trust breaks down between individuals and service systems, which is critical to improving participation and outcomes.

Family members and caregivers will offer another important perspective, particularly around crisis response, service coordination, and long-term stability. Their feedback will help strengthen communication, support networks, and reentry planning. The project recognizes that recovery often involves more than just the individual and will consider family needs when identifying appropriate support and wraparound services.

Key system partners including the Hernando County Detention Center, Court Administration, behavioral health providers, and the Florida Department of Children and Families, will work together to share data, align policies, and improve coordination across interceptions. These partners will be actively involved in assessing system gaps, developing solutions, and identifying sustainable strategies moving forward.

Stakeholder input will be gathered through regular workgroup meetings, interviews, and community discussions, and will directly inform the final strategic plan. This approach ensures the project is grounded in real-world experience, reflects community priorities, and builds a stronger foundation for long-term success.

4.5.2.4. Role & Effort

Role	Level of Effort	Primary Responsibility
Hernando County, Health and Human Services Director	59 hours during a 12-month period of performance – in kind match	Coordinate and lead meetings of the Public Safety Coordinating Council, serve on the Needs Assessment Steering Committee, participate in Planning Grant Meetings, and play a key role in supporting the activities of the grant.
Contractual Position – CJMHSA Project Coordinator-Hernando County resident with educational (MPH, CPH) and/or professional experience in healthcare	330 hours during a 12-month period of performance – grant funds	Execution of planning grant objectives, day-to-day oversight of the project, scheduling, coordination and dissemination of project information/data; Overall supervision will be provided by Director of Housing and Supportive Services
Contractual Training Provider	Provide training hours as identified and outlined in contract	Provide training as identified and outlined in contractual agreement
BayCare Behavioral Health, Inc. Staff (6)	20 hours each over the 12-month period of performance – in kind match	Attending planning meetings, identifying resources, and community networking.
Hernando Community Coalition	In kind match	Attending planning meetings, administrative support to the Project Coordinator, community networking, and identifying resources.

University of South Florida, College of Behavioral Health & Community Sciences	Volunteer/no cost or non-match (per USF's DCF contract for county grant awardees)	Leading the activities in the Needs Assessment, 1.5-2-day SIM workshop, training for staff, and formulation of the county strategic plan for implementation, collaboration with Project Coordinator
Hernando County Sheriff's Office, Detention Center	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings; data sharing as appropriate and HIPPA compliant.
Hernando County Fire Rescue, Paramedicine Program	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Court Administration, Fifth Judicial Circuit	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Florida Department of Corrections, Fifth Judicial Circuit	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
Career Source Pasco Hernando	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.
National Alliance of Mental Illness, Hernando	At least 4 hours, non-match	Participate in PSCC meetings; share insight at planning grant meetings, data sharing as appropriate and HIPPA compliant.

4.5.3. Proposed Activities

4.5.3.1.

The Hernando County Board of County Commissioners, in coordination with key system partners, proposes to serve the identified target population under the CJMHSA program, young adults with mental health and/or substance use disorders who are at risk of or involved in the criminal justice system. The County has the operational capacity, cross-system partnerships, and service infrastructure necessary to effectively serve both populations simultaneously.

Hernando County has an established network of behavioral health, criminal justice, and community-based providers that collectively support the young adult population. Core partners will include the Hernando County Sheriff's Office Detention Center, court administration, and community behavioral health providers presently serving the target population. These partners currently serve overlapping populations and have experience coordinating care across age groups, allowing for efficient expansion into a unified CJMHSA framework.

Hernando County has experience in cross-system collaboration and will utilize structured planning approaches, including the Sequential Intercept Model, to map services and identify gaps for adult population.
A shared data collection and performance monitoring system will be implemented to track outcomes across both groups, including diversion rates, recidivism and re-arrest rates, service engagement and retention, and crisis system utilization.

The County's existing system already serves justice-involved young adults through parallel but coordinated processes. A future CJMHSA implementation project will enhance and formalize these efforts by expanding diversion capacity at multiple interception points through the strengthening coordination between adult criminal justice systems and service providers and overall increasing access to behavioral health services. By leveraging existing infrastructure and enhancing coordination, Hernando County is well-positioned to effectively serve the target populations without duplication of effort and more importantly, strain on limited resources.

Hernando County demonstrates the capacity to serve the young adult populations through an integrated, scalable, and coordinated system of care. The proposed approach ensures that services are developmentally

appropriate while maintaining operational efficiency, shared accountability, and measurable outcomes across both populations, meeting and exceeding CJMHSA program expectations.

4.5.3.2

Hernando County is proposing a data-driven diversion approach built around the Sequential Intercept Model (SIM), with a focus on the points where intervention can make the biggest difference, law enforcement contact, initial detention, and court involvement. The goal is to reduce unnecessary arrests and incarceration for individuals with mental health and substance use needs by connecting them to services earlier in the process.

In practice, this means strengthening how law enforcement responds at first contact through Crisis Intervention Team (CIT) training and expanding both pre-arrest and post-arrest diversion options. Officers will have clearer pathways to refer individuals directly to crisis stabilization or community-based treatment providers when appropriate. At the jail level, the County will improve screening and assessment at intake and work to connect individuals more quickly to the services they need. The model also emphasizes care coordination and case management to help individuals stay connected to treatment as they move between different parts of the system, reducing gaps in care and improving outcomes. Consistent with guidance from the Substance Abuse and Mental Health Services Administration, the approach incorporates evidence-based practices such as integrated treatment for co-occurring disorders and trauma-informed care.

While this model is grounded in proven approaches, it is being adapted to reflect the realities on the ground in Hernando County. One of the most significant challenges is limited local treatment capacity, particularly for individuals who need immediate crisis stabilization or step-down services. To address this, the County will focus on strengthening coordination with existing providers, using more flexible referral and service linkage strategies, and identifying practical solutions to help individuals access care. These adjustments are intended to make the model workable within the current system while still moving toward longer-term improvements.

1. High Volume of Crisis-Level Encounters - The County's elevated number of involuntary examinations under the Baker Act indicates that law enforcement is frequently responding to behavioral health crises. To address this: The model emphasizes expanded diversion at first contact, reducing reliance on involuntary examination and arrest where appropriate strengthens real-time decision-making pathways for officers
2. A significant proportion of individuals entering the Hernando County Detention Center present with mental illness (MI), substance use disorder (SUD), and co-occurring disorders (COD), resulting in the jail functioning as a de facto behavioral health provider at Intercepts 2 and 3 of the SIM. This dynamic contributes to longer lengths of stay, increased operational costs, and added strain on correctional and clinical staff. To address these challenges, the County will implement enhanced screening and rapid clinical assessment protocols at intake to ensure timely identification of behavioral health needs. Additionally, individuals will be identified early for diversion eligibility or alternative case processing, and coordination with the courts will be strengthened to support treatment-based alternatives in lieu of continued incarceration.
3. Individuals frequently cycle through the system due to limited follow-up care and inconsistent service engagement after release, highlighting critical gaps at Intercepts 4 and 5 of the SIM. To address these challenges, the model incorporates warm handoffs to community-based providers when appropriate and available, ensuring individuals are connected to services immediately upon release. This is supported by ongoing case management and peer support services to promote engagement and stability in the community. Additionally, the County will enhance cross-system communication among criminal justice and behavioral health partners to reduce service fragmentation and improve continuity of care.
4. Current limitations in data sharing and system alignment hinder effective diversion and coordinated care for individuals with behavioral health needs. To address these challenges, the model includes the development of standardized screening and referral protocols to ensure consistent identification and linkage to services across agencies. Additionally, Hernando County will strengthen cross-agency collaboration and enhance data tracking capabilities to monitor outcomes, support informed decision-making, and drive continuous system improvement.

As Hernando County moves toward implementing an adapted evidence-based model in a future implementation phase, the goal is to see measurable improvements across both the behavioral health and justice systems. This includes fewer arrests and jail admissions among the target population, along with increased use of community-based treatment and support services as alternatives to incarceration. Over time, the County expects to reduce repeat involvement in the system and improve access to timely, appropriate behavioral health care.

These efforts are also intended to ease pressure on law enforcement and the detention center by connecting individuals to services earlier and more consistently. By shifting the response from crisis-driven to more

coordinated, community-based care, the County aims to improve outcomes for individuals while making better use of limited system resources.

4.5.3.3

By grounding this project in the Sequential Intercept Model (SIM), Hernando County is taking a structured, practical approach to improving diversion and strengthening the overall system. The SIM helps ensure that individuals with behavioral health needs are identified as early as possible, diverted when appropriate, and connected to treatment and support at each stage of system involvement.

Using this framework allows the County to focus on the points where intervention can have the greatest impact, while also improving coordination between law enforcement, the courts, the detention center, and community-based providers. It supports more informed decision-making by using data to guide them where resources are most needed and how services can be better aligned.

Just as importantly, the SIM provides a clear path for ongoing improvement. Providing means by which, the County a way to track outcomes, identify gaps that still exist, and adjust strategies over time to better meet the needs of the target population.

4.5.3.4.

Hernando County will ensure full coordination of all Planning Grant and Implementation and Expansion Grant activities with the region's Managing Entity, the Florida Department of Children and Families (DCF). The County has an established working relationship with DCF and will leverage this partnership to ensure that all proposed CJMHSA activities are aligned with regional priorities, service capacity, and existing behavioral health initiatives.

Hernando County will implement the following strategies to ensure effective and ongoing coordination:

- Active Participation in Planning and Implementation Activities - DCF will be engaged as a key partner in SIM, needs assessment, and strategic planning activities, ensuring that system-level recommendations are aligned with the broader regional system of care.
- Service Alignment and Referral Pathways - The County will coordinate with community partners to map available provider capacity, identify service gaps, and strengthen referral pathways for individuals diverted from the criminal justice system. This will ensure that individuals are connected to DCF-funded services in a timely and appropriate manner.
- Regular Communication and Data Sharing - Hernando County will maintain ongoing communication with DCF, including regular coordination meetings to review project progress, discuss system challenges, and align performance outcomes. Data sharing will be conducted in accordance with all applicable confidentiality requirements to support continuous quality improvement and system monitoring.
- Integration with Regional System of Care - All diversion and treatment strategies proposed through this project will be fully integrated into the existing behavioral health system of care, avoiding duplication of services and maximizing the use of available resources.
- Sustainability and System Planning - DCF will be engaged in long-term sustainability planning, including identification of funding opportunities, service expansion needs, and strategies to maintain successful diversion initiatives beyond the grant period.

Through this coordinated approach, Hernando County will ensure that CJMHSA-funded activities are strategically aligned, efficiently implemented, and fully integrated within the regional behavioral health framework. This partnership will enhance the County's ability to divert individuals with mental illness and substance use disorders from the criminal justice system into appropriate, community-based treatment and support services, while strengthening the overall system of care.

4.5.3.5.

Hernando County demonstrates a strong, ongoing commitment to cross-system collaboration between criminal justice and behavioral healthcare partners to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring disorders. The proposed CJMHSA project builds upon existing partnerships and formalizes a coordinated, system-wide approach to diversion, treatment, and recovery support.

This commitment is further demonstrated through the County's prior participation in CJMHSA grants awarded to Lutheran Services Florida, where multiple local partners, including Hernando County Sheriff's Office, Court Administration, BayCare Behavioral Health, Hernando Community Coalition and Hernando County Health and Supportive Services actively contributed to project activities and provided matching funds. This collaborative investment reflects a shared commitment across systems to addressing the behavioral health needs within the justice involved population.

Key criminal justice partners include the Hernando County Sheriff's Office, Judiciary, State Attorney's Office, Public Defender's Office, and the Hernando County Detention Center. These entities work in coordination with behavioral health providers and system stakeholders, including DCF, local treatment providers, hospitals, and community-based organizations. A central long-term goal of the project is to transition the identification, care and treatment of the target population from the criminal justice system to the behavioral healthcare system, consistent with best practices. In order to achieve this, Hernando County aims to implement: pre-arrest diversion strategies that enable law enforcement to connect individuals to crisis stabilization and treatment services in lieu of arrests, post-booking diversion programs that redirect eligible individuals from prosecution or incarceration into community based care, enhanced screening and assessment protocols, enhanced case coordination and case management services, and warm handoffs and referral pathways that prioritize treatment engagement.

4.5.4. Planning Grants

4.5.4.1.

Requested funds will support the development and formalization of coordinated efforts among stakeholders serving individuals with mental health and substance use disorders who are involved in, or at risk of entering, the criminal or juvenile justice systems in Hernando County. This includes partners from law enforcement, courts, detention, behavioral health, healthcare, housing, transportation, and community-based services.

In partnership with the University of South Florida, the County will conduct a Sequential Intercept Model (SIM) workshop to examine how individuals move through the system, identify gaps in services, and highlight opportunities to improve diversion, access to care, and continuity of support. The process will bring together stakeholders to review current practices, clarify roles, and identify practical steps to improve coordination across intercept points.

Multidisciplinary workgroups will be formed to focus on priority areas such as crisis response, jail diversion, reentry planning, and access to housing and transportation. These groups will work to develop consistent referral pathways, address service gaps, and improve coordination between agencies. Data will be used to better understand service utilization, repeat system involvement, and outcomes, help guide planning and decision-making.

An existing example of cross-system coordination is the Hernando County Fire Rescue Mobile Integrated Healthcare Community Paramedicine Program. Community Paramedics work with healthcare providers, behavioral health professionals, and community organizations to provide care in the field. Through participation in the Coordinated Opioid Recovery (CORE) Network, paramedics can initiate medication-assisted treatment and connect individuals directly to follow-up care. This approach supports early intervention and reduces reliance on emergency departments and law enforcement.

The Planning Grant will build on this model by strengthening coordination with additional partners and improving connections to services at other points in the system, including jail intake, courts, and reentry.

Hernando County will formalize collaboration among key partners, including the Sheriff's Office, behavioral health providers, hospitals, the courts, the State Attorney's Office, the Public Defender's Office, and community-based organizations. These efforts will focus on improving communication, aligning processes, and coordinating access to services such as treatment, housing, and transportation.

This planning process will result in a clear framework for coordination across systems, helping to improve access to services, reduce gaps in care, and support diversion from deeper justice system involvement.

4.5.4.2.

The Strategic Plan will identify and prioritize evidence-based opportunities to intercept individuals with mental health and substance use disorders at the earliest possible point of contact with the juvenile and criminal justice systems, while maintaining public safety. The approach emphasizes early identification, timely connection to services, and the use of community-based alternatives in place of deeper system involvement.

At the front end, the plan will focus on expanding pre-arrest diversion options. This includes strengthening protocols that allow law enforcement and emergency responders to connect individuals in crisis directly to appropriate services such as crisis stabilization, detoxification, or outpatient treatment instead of initiating arrest or involuntary commitment when appropriate. Clear guidelines, training, and coordination with service providers will support consistent use of these options in the field.

At the point of initial detention, the plan will outline strategies to improve early screening and clinical assessment to quickly identify individuals who can be safely diverted. This includes establishing processes for rapid referral to community-based treatment, as well as coordination with pretrial services to support release to appropriate levels of care. Strengthening these early decision points will help prevent unnecessary progression further into the justice system.

At the court level, the Strategic Plan will enhance diversion pathways that connect individuals to structured treatment as an alternative to continued system involvement. This includes improving access to existing programs, refining eligibility processes, and ensuring timely placement into services. Expanded case management, peer support, and access to treatment, including medication-assisted treatment will be incorporated to support engagement and stability.

The plan will also address barriers that limit successful diversion, including transportation, housing instability, and gaps in service availability. Efforts will focus on improving coordination across agencies to ensure individuals can access and remain engaged in care.

All strategies will incorporate risk and needs considerations, along with appropriate supervision and monitoring, to support both individual outcomes and public safety. Performance measures will track key indicators such as diversion at early intercept points, service engagement, and reduced system involvement. Through these coordinated strategies, the presented Strategic Plan will shift intervention earlier in the process, increase the use of community-based care, and reduce reliance on deeper justice system involvement.

4.5.4.3.

Hernando County's Strategic Plan will incorporate a targeted set of evidence-based diversion strategies designed to reduce reliance on judicial commitment and increase access to community-based behavioral health services for individuals with mental illness, substance use disorders, and co-occurring disorders. These strategies are a direct response to local system challenges, including frequent crisis encounters, limited treatment capacity, and gaps in coordination, and are intended to promote least restrictive care, reduce repeat system involvement, and improve long-term outcomes.

A primary focus will be strengthening diversion at the earliest points of contact. This includes expanding pre-arrest diversion options that allow law enforcement to connect individuals in crisis directly to community-based services in lieu of involuntary examination or arrest. Strategies will include enhanced coordination with crisis stabilization units, mobile response teams, and behavioral health providers to create clear, consistent pathways for officers to use when responding to behavioral health-related calls. Training in crisis response and de-escalation will be reinforced to support appropriate decision-making in the field.

At the point of initial detention and court involvement, the plan will outline strategies to increase identification of individuals appropriate for diversion and to expand alternatives to judicial commitment. This will include strengthening screening and assessment practices at jail intake, establishing protocols for early clinical review, and improving referral processes to connect eligible individuals to treatment-based alternatives such as specialty courts or community supervision with treatment conditions. The plan will also explore opportunities to expand capacity within existing diversion programs and develop additional pathways for individuals who do not currently meet eligibility criteria but would benefit from community-based care.

The Strategic Plan will also address the need for timely access to treatment in the community. This includes identifying opportunities to expand outpatient services, medication-assisted treatment, and recovery supports, as well as improving coordination between providers to reduce delays in care. Emphasis will be placed on developing "warm handoff" processes so that individuals are directly connected to services at the point of diversion, rather than relying on self-referral.

Reentry will be another key area of focus. The plan will include strategies to ensure that individuals leaving custody are connected to services prior to release, including scheduling appointments, ensuring medication continuity, and linking individuals to case management and support services. Strengthening coordination between the detention center, courts, and community providers will help reduce gaps in care that often lead to relapse or re-arrest.

To support these efforts, the Strategic Plan will include the development of formal agreements, shared protocols, and data-sharing processes among partner agencies. This will improve communication, streamline referrals, and allow for ongoing monitoring of outcomes such as diversion rates, service engagement, and reductions in judicial commitments.

Together, these strategies are designed to shift the system toward earlier intervention, increased use of community-based treatment, and reduced reliance on judicial commitment, while maintaining public safety and improving outcomes for individuals with behavioral health needs.

4.5.6. Partnerships

Relevant organizations that are currently working with the proposed populations and how the applicant will work with those groups to reach the target populations include:

- University of South Florida Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (CJMHSA-TAC)
    - Offers services such as completing the Sequential Intercept Mapping, Needs Assessment, Strategic Plan and training opportunities to include, but limited to the following –
        - Early Intervention/Prevention Strategies (i.e., Jail Diversion strategies, Mental Health First Aid, Screening and risk assessment tools and strategies)
        - Treatment and Intervention Services (i.e., best practices for opioid use disorder and substance use disorders (SUDs), Co-occurring disorders and service delivery)
        - Reentry and Recovery (i.e., peer and recovery support services, care coordination)
        - All services provided by USF are at no cost to CJMHSA awardees.
- BayCare Behavioral Health, Inc.
    - Offers services such as psychiatric evaluations, medication management, medication assisted treatment for substances abuse, individual therapy, group therapy, crisis support, case management, and prevention classes
    - Existing programs including, but not limited to, the Mobile Crisis Response Team (MRT), Community Action Treatment Team (CAT), and Coordinated Opioid Recovery (CORE)
- Hernando Community Coalition
    - Committed to reducing the problems of alcohol and substance abuse
    - Tracking through NARCAN distribution, educational programs, and highly active community engagement
- National Alliance on Mental Illness, Hernando
    - Offers peer support, education, and skills training on mental health topics
    - Peer support programs and outreach projects such as the Roadie Truck bring clients to the office and services to the clients in their immediate area in the county.
- CareerSource Pasco Hernando
    - Services to help grow internship and career experience
    - Programs such as the youth program (18–24-year-olds) provide this age group options to explore career opportunities and skill building activities, providing both qualitative and quantitative information.
- Lutheran Services Florida Health Systems
    - Not-for-profit managing entity contracted with the DCF to oversee evidence-based behavioral health services
    - Serves as the managing entity for both regional and county opioid abatement funding through the state's opioid settlement, allowing both direct collaboration and aid in data sharing
- Hernando County Sheriff's Office (Detention Center)
    - The central intake location in Hernando County of those adjudicated for treatment as adults charged or sentenced on misdemeanor and felony crimes.
    - Will provide information about the incarcerated target population, serving as an important data source for those who have passed Intercept 1 in the Sequential Intercept Model.
- State Attorney's Office, Fifth Judicial Circuit (Court Administration)
    - Run dockets of the Treatment Courts, which include the drug court, youth court, veteran's court, and mental health court.
    - Will provide information on the target population moving through the court system, such as those with mental health and substance abuse issues
- Public Defender's Office
    - Provides quality defense services to indigent clients
    - Will provide information on the target population who cannot afford private counsel, and supplementing information from the Treatment Courts
- Florida Department of Corrections, Fifth Judicial Circuit
    - Books, processes, and evaluate inmates' health status, program needs, and security risks
    - Will also provide information pertaining to the target population in at least Intercept 4 and 5 of the SIM
- Operation PAR
    - Offers medication assisted patient services and focused on improving the quality of life for those affected by substance abuse

- Will provide information on the target population who undergo maintenance and detox, such as with methadone and buprenorphine

4.5.7. Evaluation & Sustainability

4.5.7.1. Evaluation

The project will implement a structured, multi-agency data collection process aligned with the SIM to measure performance and outcomes related to public safety, recidivism reduction, and access to substance abuse/behavioral health services. Data will be collected through coordinated partnerships among the Hernando County Detention Center, the court system, and community-based service providers. Stakeholder support is defined as the gathering and training of county stakeholders to learn both information from subject matter experts and effective evidence-based strategies on criminal justice, mental health, and substance abuse topics. Service coordination is defined as the establishment of partnerships and data sharing processes amongst the county stakeholders.

Standardized screening and assessment data will be collected at jail intake using validated behavioral health screening tools to identify individuals with mental health and substance use disorders. Data will be entered into existing agency data systems and, where feasible, integrated through data-sharing agreements to allow for cross-system tracking of individuals while maintaining confidentiality in compliance with HIPAA and 42 CFR Part 2 requirements. Unique identifiers will be used to match records across systems and monitor outcomes over time.

Data will be drawn from the Hernando County Detention Center jail management system, law enforcement records management systems, court case management systems, and behavioral health provider electronic health records. State-level data sources, including the Florida Department of Law Enforcement and the Florida Department of Children and Families, will be used to supplement local data and validate outcomes such as statewide recidivism and service utilization trends.[4/]

Data will be reviewed on both a monthly and quarterly basis by the CJMHSA Project Coordinator to assess progress toward performance benchmarks and identify areas for improvement. Ongoing data validation procedures will ensure accuracy and completeness. Findings will be used to inform continuous quality improvement, refine program operations, and ensure the project remains aligned with evidence-based practices through routine dissemination with the various project committees and PSCC.

This coordinated data collection and evaluation approach will ensure the project can effectively measure its impact on improving public safety, reducing recidivism, and expanding access to critical behavioral health services for the target population.

4.5.7.3. Sustainability

A core objective of the project is long-term sustainability, with strategies specifically focusing on strengthening system capacity, institutionalizing key practices and leveraging appropriate diverse funding and partnerships to both preserve and enhance the community's mental health and substance use service system beyond the grant period of performance. Guided by the SIM and needs assessment, the project will identify how to embed screening, diversion and treatment linkage practices across multiple intercepts to ensure the continuity of services and long-term system impact.

The project will identify evidence-based practices such as standardized behavioral health screening at jail intake, law enforcement diversion protocols, and coordinated reentry planning and propose a way they could be incorporated into existing policies and procedures of the Hernando County Detention Center, law enforcement agencies, and court systems. By embedding these practices into routine operations, the project ensures that core components continue beyond the grant period without reliance on temporary funding.

At conclusion, County staff will pursue multiple funding streams to sustain services, if successful, including state and federal grant opportunities, and local government support. Partnerships with community providers will maximize billing for covered services, while cost savings associated with reduced jail utilization and recidivism will be documented to support future budget allocations by county leadership. The project will also explore braided funding methods that combine justice, behavioral health, and public safety resources.

Sustainability will be reinforced through formalized partnerships among key stakeholders, including the Hernando County Detention Center, local law enforcement, the judiciary, and behavioral health providers, as well as state agencies such as the Florida Department of Children and Families and the Florida Department of Law Enforcement. Memoranda of Understanding (MOUs) and data-sharing agreements will formalize roles and responsibilities, ensuring continued collaboration, coordinated service delivery, and shared ownership of outcomes.

Sustainability efforts will be evaluated through the ability to implement the proposed recommendations of the Strategic Plan through the development of a future Implementation grant proposals. Demonstrated outcomes and

cost-effectiveness will be used to justify continued investment from local and state partners. Quarterly data reviews will guide continuous quality improvement and inform long-term planning.

By aligning resources across the criminal justice and behavioral health systems, the project will strengthen the overall service continuum in Hernando County, improving access to care, reducing system fragmentation, and enhancing public safety. These coordinated efforts will position the community to sustain and expand successful interventions beyond the life of the grant.

TAB 6. Letters of Commitment

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

Florida Department of Children and Families

RE: RFA 2526 024

The Hernando County Board of County Commissioners (BOCC) is pleased to provide this letter of strong support for the Hernando County's Housing and Supportive Services application to the Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Planning Grant administered by the Florida Department of Children and Families.

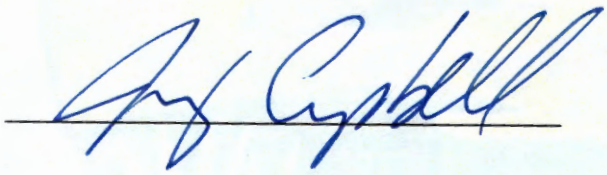
Hernando County continues to experience significant behavioral health needs, particularly among individuals involved in or at risk of involvement in the criminal justice system. Local data, including high utilization of involuntary examinations under the Baker Act and increasing system demand, underscore the urgent need for coordinated, evidence-based planning to improve outcomes for individuals with mental illness, substance use disorders, and co-occurring conditions.

This Board fully supports the County's commitment to a data-driven, collaborative planning process guided by the Sequential Intercept Model (SIM). This approach will bring together key stakeholders across law enforcement, the judiciary, behavioral health providers, and community-based organizations to identify system gaps, align resources, and develop effective diversion strategies. The proposed planning activities—including a comprehensive needs assessment, resource mapping, and development of a Strategic Plan—are critical to advancing a more coordinated and efficient system of care to pursue future Implementation funding opportunities.

Hernando County has demonstrated a strong commitment to cross-system collaboration and will continue to work closely with the Department of Children and Families, as well as local and regional partners to ensure alignment with the broader behavioral health system of care. The BOCC recognizes the importance of this initiative in reducing unnecessary justice system involvement, improving access to community-based treatment, and enhancing public safety.

The Board of County Commissioners is fully committed to supporting the planning process and the implementation of resulting strategies. Hernando County will continue to leverage local resources, staff capacity, and stakeholder engagement to ensure the success and sustainability of this initiative. The CJMHSA Planning Grant will provide a critical opportunity to strengthen our local system of care and improve outcomes for some of our most vulnerable residents.

Thank you,



Jerry Campbell, Chairman

Hernando County Board of County Commissioners

www.hernandosheriff.org

SHERIFF
Al Nienhuis

Hernando County Sheriff's Office

A STATE ACCREDITED LAW ENFORCEMENT AGENCY

P.O. BOX 10070 – BROOKSVILLE, FL 34603-0070 FAX 352 796-0493 PHONE 352 754-6830

March 26, 2026

Grant Review Committee,

On behalf of the Hernando County Sheriff's Office Detention Center, I support Hernando County's application for funding under the Criminal Justice, Mental Health, and Substance Abuse Grant Program.

Our detention center sees firsthand the challenges involving individuals with mental health and substance use issues who come into contact with the criminal justice system. We recognize the value of strong coordination between local government, service providers, and public safety partners to improve outcomes and use resources more effectively.

If awarded, the Hernando County Sheriff's Office Detention Center will continue to support this effort through participation in the Public Safety Coordinating Council, cross-agency coordination as needed, and detention-related data sharing consistent with legal and confidentiality requirements.

We appreciate the opportunity to support this application and continued collaboration on efforts that improve public safety and connect individuals to appropriate services.

Major Shaun Klucznik, MA, CJM, CCHP
Judicial Services Bureau Commander | Jail Administrator
Hernando County Sheriff's Office
16425 Spring Hill Drive
Brooksville, FL 34604
Office: (352) 797-3401
President, American Jail Association
Commissioner, Florida Corrections Accreditation Commission
FBI National Academy 283 | 10th NJLCA

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

March 20, 2026

Reference: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee:

On behalf of Hernando County Fire Rescue (HCFR), this letter confirms our pledge of support for Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA).

HCFR's Community Paramedicine program is 100% funded by DCF; therefore, such a match would not be eligible; however, we would like to offer our support by demonstrating our participation and existing collaboration within the community. HCFR will support the proposed CJMHSA Planning project by carrying out the following role(s):

- **Role/Function: Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.**
- **Target Population: Adult, 18 to 25 years.**
- **Coordination Activities: Attending planning meetings, identifying resources, and community networking.**

Respectfully,

John S. Pearson (EMS Manager / MIH – CP Coordinator)

STATE OF FLORIDA

FIFTH JUDICIAL CIRCUIT

ADMINISTRATIVE OFFICE OF THE COURTS

CITRUS, HERNANDO, LAKE, MARION AND SUMTER COUNTIES

Daniel B. Merritt, Jr.
Chief Judge

Jeffery K. Fuller
Trial Court Administrator

March 25, 2026

Re: Letter of Support- CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of Hernando County's Treatment Courts, I am writing to express support for Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to diversion, treatment access, crisis response, reentry, system coordination and addresses documented needs to expand services to and reduce recidivism of adult (18+ years of age) individuals (Target Population) diagnosed with mental health, substance abuse issues, or co-occurring disorders who are at risk of involvement in the criminal justice system within Hernando County.

Hernando County Treatment Court will support the project's goals and will continue to collaborate with Hernando County to provide timely services to and address the needs of the Target Population.

Katie Mosley-Rusha

Katie Mosley-Rusha

Hernando County Treatment Supervisor

5th Judicial Circuit - Hernando County

☐Citrus County Courthouse
110 N. Apopka Avenue
Inverness, FL 34450
(352) 341-6700
(352) 341-7008 Fax

☐ Hernando County Courthouse
20 N. Main Street
Brooksville, FL 34601
(352) 754-4402
(352) 754-4235 Fax

☐ Lake County Courthouse
P.O. 7800/550 W. Main Street
Tavares, FL 32778
(352) 253-1604
(352) 253-1630 Fax

☐ Marion County Judicial Center
110N.W. First Avenue
Ocala, FL 34475
(352) 401-6700
(352)401-7883 Fax

☐ Sumter County Courthouse
215 E. McCollum Avenue
Bushnell, FL 33513
(352) 569-6950
(352) 569-6951 Fax

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS
Secretary
RICKY D. DIXON

501 South Calhoun Street, Tallahassee, FL 32399-2500

www.dc.state.fl.us

February 26th, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of the Florida Department of Corrections, Probation and Parole Services, I am writing to express support for the Hernando County Florida Housing and Supportive Services' application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns with community priorities related to re-entry and addresses documented needs of the criminal justice community within Hernando County, Florida.

While the Florida Department of Corrections will not serve as an implementation partner, we support the project's goals and ongoing collaboration.

Sincerely,

Jeffrey King

Jeffrey King
Circuit Administrator
Florida Department of Corrections
Fifth Judicial Circuit

CIRCUIT 05 PROBATION AND PAROLE SERVICES
4416 S. HWY 301 BUSHNELL FL 33513
(352) 609-6105

BayCare
Behavioral Health

P.O. Box 428
New Port Richey, FL 34656-0428
T. 727.841.4200
F. 727.816.1760
www.baycare.org/behavioralhealth

March 3, 2026

Re: Letter of Commitment – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee:

On behalf of BayCare Behavioral Health, Inc., this letter confirms our commitment to participate as a partner in Hernando County BOCC's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA).

BayCare Behavioral Health, Inc., will support the proposed CJMHSA Planning project by carrying out the following role(s):

- Role/Function: Participating in CJMHSA planning and coordination of project activities, including but not limited to non-client quantitative data, treatment resources, service arrays, coordination of care, and community collaboration.
- Target Population: Adult, 18-25 years
- Coordination Activities: Attending planning meetings, identifying resources, and community networking.

As part of this commitment, BayCare Behavioral Health, Inc., will contribute the following resources during the grant period (if applicable):

- Staff time (estimated hours/FTE):
  - In-Kind FTEs: Six (6)
  - In-Kind Salary: $6,527
  - In-Kind Fringe Benefits: $1,765
  - Total: $8,292

This commitment is contingent upon award of funding by the Florida Department of Children and Families and does not represent a financial obligation beyond the scope described above.

Sincerely,

Gail Ryder, Vice President
BayCare Behavioral Health

UNIVERSITY of
SOUTH FLORIDA
College of Behavioral & Community Sciences
Criminal Justice, Mental Health, and
Substance Abuse Technical Assistance Center

February 24, 2026

Erik Rizzo, MPH, CPH
Mental Health and Substance Abuse Data Analyst
Housing and Supportive Services
Hernando County Board of County Commissioners
621 W Jefferson Street, Brooksville, FL 34601

SUBJECT: Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant, RFA 2526 024

Dear Mr. Rizzo,

On behalf of the University of South Florida (USF) CJMHSA Technical Assistance Center, it is my pleasure to write this letter of support for The Hernando County Board of County Commissioners to pursue a State of Florida Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Planning Grant released by the State of Florida Department of Children and Families (Grant # RFA2526024).

If awarded, the USF CJMHSA Technical Assistance Center is prepared to provide all requested training, technical assistance, and consultation in support of the planning goals for Hernando County's reinvestment grant program. Based on preliminary discussions during pre-award consultations, the TAC commits to hosting a Hernando County Sequential Intercept Mapping (SIM) event focused on the adult population within the first two quarters of year one of the grant program. The SIM process will serve as a comprehensive planning approach, incorporating a structured assessment of system strengths, gaps, and resource needs, and culminating in a data-informed strategic action plan to guide future implementation efforts.

As you know, we have met routinely with representatives from Hernando County as part of the county's past juvenile grant and in anticipation of preparing a proposal for the RFA2526-024 opportunity. We are eager to support continued programming through this grant opportunity.

We are committed to working with The Hernando County Board of County Commissioners and Hernando County stakeholders in meeting technical assistance needs as they relate to this planning grant proposal. You can contact me at ashockley1@usf.edu or call directly at 813-974-2330.

Sincerely,

Abby Shockley, MPH, CPH
Director, USF CJMHSA TAC
www.floridatac.org

The University of South Florida is an Affirmative Action/Equal Opportunity Institution

February 27, 2026

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of CareerSource Pasco Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

The proposed project aligns closely with community priorities related to diversion, treatment access, crisis response, reentry services, and cross-system coordination. It addresses well-documented needs among both adults and youth in Hernando County who are experiencing mental illness, substance use disorders, or co-occurring conditions and who are involved in, or at risk of entering, the criminal justice system. Strengthening coordinated responses for these individuals is critical to improving public safety, enhancing long-term recovery outcomes, and promoting community stability.

CareerSource Pasco Hernando recognizes that stable employment and access to workforce services are key components of successful recovery and reentry. While we will not serve as an implementation partner for this grant, we are committed to supporting the project's goals through ongoing collaboration and coordination with local partners. This includes maintaining open communication to align workforce resources with community needs, sharing labor market information to inform program planning, and exploring opportunities to connect eligible participants to employment, training, and career pathway services when appropriate.

We value the collaborative efforts of Hernando County and its partners to build a more responsive, integrated system of care. CareerSource Pasco Hernando remains dedicated to working alongside community stakeholders to support initiatives that improve outcomes for justice-involved individuals and strengthen the overall well-being of our region.

Sincerely,

Jerome Salatino
CEO/President
Pasco-Hernando Workforce Development, Inc.

HCC
Hernando Community Coalition

13001 Spring Hill Drive, Spring Hill, FL 34609
Email: tresa@cenaps.com
Office: 352-596-8000
www.hernandocommunitycoalition.org
Facebook: https://www.facebook.com/HCCADC/

March 31, 2026

Dear Grant Review Committee,

On behalf of the **Hernando Community Coalition**, I am pleased to express our full support and commitment to the Hernando County Board of County Commissioners in its application for funding under the **Criminal Justice, Mental Health, and Substance Abuse (CJMHSA) Reinvestment Grant Program**.

The Hernando Community Coalition is dedicated to improving outcomes for individuals experiencing mental health and substance use challenges, particularly those who intersect with the criminal justice system. Through strong cross-sector collaboration, our coalition works to enhance public safety, improve access to treatment and recovery services, and promote effective diversion and prevention strategies across Hernando County.

If awarded, the **Hernando Community Coalition** commits to actively supporting the implementation of this project. Our commitment includes, but is not limited to:

- Continued participation in the **Hernando County Public Safety Coordinating Council (PSCC)**
- Participating in cross-agency planning, coordination, and case management efforts
- Supporting data-sharing initiatives, consistent with legal and confidentiality requirements
- Assisting with training initiatives related to crisis intervention, de-escalation, diversion, and trauma-informed care
- Supporting community engagement and prevention efforts aligned with CJMHSA priorities
- Participating in program evaluation and continuous improvement activities

Through this partnership, the Hernando Community Coalition will work collaboratively to:

- Reduce recidivism and unnecessary justice involvement
- Improve access to behavioral health and substance use treatment services
- Strengthen diversion and crisis response strategies
- Enhance coordination across law enforcement, behavioral health, and community providers

The Hernando Community Coalition is committed to sustaining these partnerships beyond the grant period and will continue working with county leadership and community stakeholders to identify long-term strategies, resources, and system improvements.

We appreciate the opportunity to support this important initiative and look forward to continued collaboration to improve outcomes for individuals and families in Hernando County.

Please feel free to contact me at 352-596-8000 or tresa@cenaps.com should you require any additional information.

Sincerely,

Tresa J. Watson
Executive Director

NAMI Hernando
National Alliance on Mental Illness

Our Mission is to promote mental health wellness in our community through education, support, advocacy, empowerment and outreach; Serving Hernando County for over 40 years!

Re: Letter of Support – CJMHSA Reinvestment Grant (DCF RFA 2526-024)

Dear Review Committee,

On behalf of NAMI Hernando, I am writing to express our strong support for Housing and Supportive Services/Hernando County's application for the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant.

This proposed initiative directly aligns with the critical needs we see daily in Hernando County. Individuals experiencing mental health and substance misuse challenges—particularly those involved in or at risk of entering the criminal justice system—often face significant barriers to accessing timely, coordinated care. Strengthening diversion efforts, expanding access to treatment and recovery supports, enhancing crisis response, and improving reentry services are essential to breaking cycles of incarceration and promoting long-term recovery.

NAMI Hernando is committed to serving as an active partner in this effort. Through our Recovery Community Center and outreach initiatives, we provide evidence-based peer support, recovery education, and connection to community resources for individuals and families. Our services include individual peer support, recovery support groups, workforce development through our Certified Recovery Peer Specialist (CRPS) training program, and community-based outreach designed to meet individuals where they are.

We also collaborate closely with local partners including law enforcement, specialty courts, detention facilities, and behavioral health providers to support diversion and reentry efforts. Our peer specialists play a vital role in bridging gaps between systems, helping individuals navigate services, build recovery capital, and develop sustainable plans for stability.

If funded, NAMI Hernando will support this initiative by providing peer support services, assisting with engagement and retention of participants, and strengthening coordination across systems to ensure individuals receive comprehensive, person-centered care. We are committed to working collaboratively to improve outcomes, reduce recidivism, and enhance the overall health and safety of our community.

We fully support this application and look forward to continuing our partnership to create meaningful, lasting impact in Hernando County.

Sincerely,

Tina Kinney

Tina Kinney | Executive Director
NAMI Hernando, Inc.

TAB 7. Supporting Documents

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
April 18,2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC – Antonio Cancelli, Analyst
Hernando County BOCC Commissioner – Jerry Campbell
Hernando County Sheriff's Office (Corrections) – Shelby Bishop
Hernando County Sheriff's Office Law Enforcement – Kim Rodgers
Hernando County Mid Florida Area Homeless - Absent
State Attorney's Office –
Public Defender Office – Ray Dakich
BayCare – Sandra Marrero; Cornell O'Donnell
FL Department of Corrections – Samuel Flynn
Court Administration – Shana Felton
Juvenile Probation – Roberta Ellis
Department of Children and Families – Absent
Hernando Community Coalition – Tresa Watson
Spring Brook – Absent
Dawn Center Hernando – Cheyenne Miranda
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Stephanie McCann
Primary Consumer of Mental Health – Vacant
Operation Par – Absent
Eckerd – Absent

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:08 pm and introductions were made.

I. Review and Approval of Minutes

April 18, 2025, meeting minutes were reviewed with a motion with amended minutes made by Sandra Marrero and second by Stephanie Mccann. Motion passed unanimously.

II. Opioid Crisis Plan

Veda Ramirez advised that Hernando County Opioid Response Plan was approved by the Board of County Commissioners at the March 11, 2025, meeting. Informed the group that we will be providing the group with a copy as needed, but it can also be found of the County's website.

III. NAMI Presentation Community (Bridge Hospital and Jail) and Recovery Program

Tina Kinney provided the group with a presentation of the services and processes of the Community Bridge (hospital and jail) and Recovery Community Program. Reported that they have been working with Community Health Improvement.

IV. Agency Quarterly Data Report.

Antonio Cancelli, Hernando County's Opioid/Mental Health Data Analyst informed the group that as he reviewed and analyzed the data from quarter one (1), he was able to provide the group with a review of the efforts taking place in Hernando County.

A summary of MAT revealed the average active MAT patients total 358, new enrollment is 179, treatment completions are 133 average retention rate is 89.5% average recovery support services 97 showing high retention and integration rates. A majority of the MAT clients receive suboxone, followed by brixadi, vivitrol, and suboxone/brixadi.

More Be Hero materials are being presented, followed by Be a Hero material, the Narcan Kit distribution, Narcan Training, NAS/SEN presentation, Relapse Prevention Group, Opioid Dangers, and Senior Prescription Bootcamp

Data reported a decrease in opioid emergencies and drug arrest, but alarming fentanyl spikes are persistent

The number of events has increased and the number of participants: Community events reached over 350 participants followed by school prevention at 285 and family education at 198, support groups 156 and training sessions at 124. Age Distribution of individuals served highest to lowest depicted the following age group: 30-39, 40-49, 50-59, 20-29, 60-69, 70-79, and 10-19.

Veda expressed that we hope to have this data available at every Public Safety Coordinating meeting. An encouraged agencies that information can be better if we share more detailed information.

III. Hernando County Fentanyl Spike Presentation

Antonio Cancelli followed with another presentation regarding the fentanyl spikes that had occurred in Hernando. Data for fentanyl crisis revealed that age group 12-25 illustrated increases in fentanyl incidents more than other Age group 26-34 were still high, but numbers were showing a decrease. However, youth 12-17 showed the highest increase almost doubling. Brooksville had the highest number of adult incidents whereas Spring Hill had the highest youth incidents.

In terms of zip codes, from highest instance were 34606, 34608, 34613. 34607, 34601, 34604, 34609, 34607, 34602, 34614.

Males were more disproportionately affected than female, specifically among 26-34 age group. Hernando county consistently shows higher fentanyl incident rates than the State of Florida and data shows fentanyl rates are steadily increasing.

The challenges identified seem to be limited weekend admission and timeframes, specific treatment of youth, delayed licensing, staffing, policy - limited access to medical marijuana, and cost.

Opened the discussion for input and feedback from the group. Some of the ideas suggested were

- Youth led initiatives
- Target Initiatives
- Communities Talk - App
- More Youth Peer Classes

V. OLD/New Information/Concerns

N/A

Meeting adjourned. Roberta Kelly motioned for meeting be adjourned and John Kinzie seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
July 18, 2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC – Stephen Pasquale, MHSA Resource Coordinator
Hernando County BOCC Commissioner – Jerry Campbell
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva; Lizeida Soto
Hernando County Sheriff's Office (Corrections) – Lt Beetz, Justin
Hernando County Sheriff's Office Law Enforcement – Captain John Cameron; Dep. A Sharma
LSF Health System – Lesley Hersey; Nancy Baez
Mid Florida Homeless Coalition – Coreen Garrity; La'Kayla Bias
State Attorney's Office – Excused
BayCare – Cody Bauer; Chanell O'Donnell; Sandy Soares
FL Department of Corrections – Samuel Flynn
Court Administration – Katie Mosley-Rusha
Juvenile Probation – Roberta Ellis
Department of Children and Families – Absent
Hernando Community Coalition – Tresa Watson
Spring Brook – Keisha Williams; Jamie McAdams
Dawn Center Hernando – Jasmyn Moreno
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – John Pearson, John Kinzie; Shayanne Neumann
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Stephanie McCann
Primary Consumer of Mental Health – Vacant
Operation Par – David Jackson
Youth and Family Alternative – Bonnie Rogers

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:07pm and introductions were made.

I. Review and Approval of Minutes

April 18, 2025, meeting minutes were reviewed and motion approved with correction of name from Cornell O'Donnell to Chanell O'Donnell. Made by Tresa Watson and second by Keisha Williams. Motion passed unanimously.

II. Hernando County Opioid Grants

Stephen Pasquel announced the recipients of Hernando County Opioid Funding and the activities they will be providing which are listed below.

BayCare: Project: Engage and Retain. Serve unfunded/under-funded Hernando County adults with an opioid use disorder; substance use disorder or a cooccurring disorder. Project will provide an enhanced approach for reducing barriers for new and established patients who are at risk at treatments disengagement or dissuaded from initiating treatment at BayCare Behavioral Health Hernando ambulatory clinics and community-based programs. Increase efforts to engage and retain patients at all levels of treatment.

Treatment Courts: Project: Serve at least 50 new individuals each year as well as the current 90 participants with an OUD/SUD or mental health diagnosis, with case management, coordination of services, opioid prevention education, tools and services, peer support, recovery support services, residential treatment, intensive outpatient treatment. Transportation, career resources, criminal suppression services, housing services and random and frequent drug testing.

Premier: Project: Expand access to substance misuse treatment services, opioid prevention, and treatment services, specifically behavioral health therapy and medication management

NAMI: Project: Mobile Pop-Up Recovery Center. Reduce barriers to recovery by offering a mobile pop-up recovery center that meets individuals where they are both physically and in their recovery journey.

Operation PAR: Project: Increase access to medication-assisted treatment (MAT) through their existing program. Expand MTA and peer support services to individuals with opioid use disorders incarcerated at the Hernando County Jail through their mobile MAT unit.

Recovery Epicenter Foundation: Project: Peer Support Respite. Reduce overdose death by providing short term non-medical stabilization for those who would otherwise end up in hospital emergency rooms, local motels, or homeless.

III. Agency Quarterly Report.

Veda Ramirez discussed turning in written report instead of verbally providing information at the meeting. Requested agencies again to please provide information in writing at least one week prior to the meeting. Encouraged those that have items to report on to please see of office by email and provide email address.

Veda also advised that unfortunately, we longer have access to a data analyst to analyze the data from the reports but to please continue to report and submit data for information to be analyze later.

IV. Discussion

The need to implement services for re-entry planning was discussed in Hernando County, especially for sober living and sheltering, as well as other diversion programs. Veda Ramirez discussed previously conversation about Sequential Intercept Mapping to confirm the group interest in having another conducted in the area to see what and where gaps in services exist. Provided the information on SIM and how it works. The group is still very interested in bringing this back to reassess needs. Office to reach out to University of South Florida to see what is needed to start the process.

Veda Ramirez also reported the need update our Transportation Plan and submit it to Department of Children and Families by July 1, 2026. Advised that we will be bringing a copy to the next meeting to discuss possible updates and changes before going to the BOCC for approval.

Advised group of next quarterly meeting October 17, 2025,

Meeting adjourned. Tresa Watson motioned for meeting to be adjourned. Samuel Flynn seconded the motion. Motion passed unanimously.

Public Safety Coordinating Council Meeting Minutes
Frederick Eugene Lykes Memorial Library (Main)
238 Howell Avenue, Brooksville, FL 34601
October 17, 2025

In Attendance
Hernando County BOCC – Veda Ramirez, Facilitator
Hernando County BOCC Commissioner – Absent
Hernando County Sheriff's Office (Corrections) – Shelby Bishop; Lucy Villanueva
Hernando County Sheriff's Office – Lizeida Soto
LSF Health System = Absent
Mid Florida Homeless Coalition – Coreen Garrity; Chris Carter
State Attorney's Office – Excused
BayCare – Cody Bauer; Chanell O'Donnell; Sandra Marrero; Elisia Burse
FL Department of Corrections – Jeffrey King, Matthew Shelby, Samuel Flynn
Court Administration – Katie Mosley-Rusha
Juvenile Probation – Absent
Department of Children and Families – Absent
Hernando Community Coalition – Absent
Spring Brook – Absent
Dawn Center Hernando – Absent
County Judge – Absent
Circuit Judge – Absent
Life Stream – Absent
Workforce/Pasco Hernando Career Source – Absent
Florida Department of Health – Absent
Hernando Fire Rescue/ EMS – Absent
County Probation – Absent
DJJ Detention - Absent
School Board – Absent
Family Member Consumer Community Treatment – Tina Kinney
Premier Community Health Care Group – Absent
Primary Consumer of Substance Abuse – Absent
Primary Consumer of Mental Health – Vacant
Operation Par – David Jackson

Call to Order and Introductions

The meeting was called to order by Tina Kinney at 1:05pm and introductions were made.

I. Review and Approval of Minutes

July 18, 2025 meeting minutes were reviewed and a motion was made to approve by Katie Mosley Rusha and second by Samuel Flynn. Motion passed unanimously.

II. Hernando County Baker Act Transportation Plan

Veda Ramirez issued the group a copy of the transportation Plan and advised the group of the purpose and that it was time to update and provide to Department of Children and Families. Advised that Deputy

Sharma approached the county and advised that they were interested in making a change in the plan that would permit Hernando County Sheriff Office to transport clients to treating facility even if it meant going out of county. Deputy Sharma was not available at the meeting to explain more so issue was tabled until next meeting.

II. Hernando County Opioid Efforts and Reports

Veda Ramirez advised that the County Opioid Abatement Agreements were issued to providers and agencies that submitted and was approved for funding and LSF Health funding agreements were also finalized. Advised that there was a noticeably drop in funding and an increase in funding requests. Informed the group of the importance in monthly reports and reporting accurately and in detail on the objectives and goals of their projects as projects become more competitive because the data for the reports and needs of the community will be a huge determining factor in what projects are funded. Advised that we've hired a new data analyst and are in the process of interviewing for a new Mental Health and Substance Abuse Resource Coordinator. We will be streamlining reports with the information we need to analyze and evaluate the effectiveness of the projects as well as asking for additional data from agency and hope all will assist in our efforts.

IV. Agency Quarterly Data Report and Trends.

Emphasized the importance of providing written data so that information would not be misrepresented and we can possibly have up to date data outcomes for the meeting. Advised that we will attempt to request data when we send out meeting agenda or sooner.

Several agencies reported data, but a request was made to provide information to us in written format by email.

Discussed trends in the county beginning with Brooksville Youth Academy and the amount of Baker Acts and resources that are being utilized for non-county residents. Looking for them to participate in a meeting of some format to discuss concerns and resolution.

Operation Par stressed that they were waiting to see if changes to legislation or ruling for take home addiction medication was taking place as it would affect how they provide services.

V. OLD/New Information/Concerns

A request made to reach out to Oxford House for attendance to expand upon housing as Sober Living is an increase concerned and two (2) agencies stressed an increase in cocaine usage.

Meeting adjourned. Shelby Bishop motioned for meeting to be adjourned. Correen Garrity seconded the motion. Motion passed unanimously.

Contract No. LH816
CFDA No(s). N/A
CSFA No(s). 60.115

Client Services	☐	**Non-Client**	☒
Subrecipient	☐	**Vendor**	☒
Federal Funds	☐	**State Funds**	☒

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and **University of South Florida, Board of Trustees, a public body corporate**, hereinafter referred to as the "Provider". If this document is denoted above as a GRANT AGREEMENT, the term "Contract" as it may appear hereinafter shall be construed to mean "Grant" or "Grant Agreement" as the context may provide. Similarly, the term "Provider" shall be construed to mean "Grantee" and the term "Contract Manager" shall be construed to mean "Grant Manager".

The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

The Department and Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1 Purpose and Contract Amount

The Department is engaging the Provider for the purpose of **providing technical support, pursuant to s. 394.659, F.S., to Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant Program**, as further described in Section 2, payable as provided in Section 3, in an amount not to exceed **$2,500,000.00**.

1.2 Official Payee and Party Representatives

1.2.1 The name, address, telephone number and e-mail address of the Provider's official payee to whom the payment shall be directed on behalf of the Provider are:

Name: **Research Projects Receivables**
Address: **Post Office Box 86458**
City: **Orlando** State:**FL** Zip Code:**32886-4568**
Phone: _____ Ext: _____ E-mail: _____

1.2.2 The name, address, telephone number and e-mail of the Provider's contact person responsible for the Provider's financial and administrative records:

Name: **Eric Kern, Director, Sponsored Research**
Address: **University of South Florida**
Research and Innovation
4019 E. Fowler Avenue, Ste 100
City: **Tampa** State:**FL** Zip Code:**33617-2008**
Phone: **813-974-6001** Ext: _____ E-mail:
rsch-awards@usf.edu

1.2.3 The name, address, telephone number and e-mail of the Provider's representative responsible for administration of the program under this Contract (and primary point of contact) are:

Name: **Abby Shockley, MPH | Director**
Address: **13301 Bruce B Downs Blvd, MHC 2615**
City: **Tampa** State:**FL** Zip Code:**33612-3807**
Phone: **(813) 974-2330** Ext: _____ E-mail:
ashockley1@usf.edu

1.2.4 The name, address, telephone number and e-mail address of the Contract Manager for the Department for this Contract are:

Name: **Jennifer Benghuzzi**
Address: **Department of Children and Families**
2415 North Monroe Street, Suite 400
City: **Tallahassee** State:**FL** Zip Code:**32303**
Phone: **(850) 717-4348** Ext: _____ E-mail:
jennifer.benghuzzi@myflfamilies.com

Per section 402.7305(1)(a), Florida Statutes (F.S.), the Department's Contract Manager is the primary point of contact through which all contracting information flows between the Department and the Provider. Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party.

1.3 Effective and Ending Dates

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later. The service performance period under this Contract shall commence on **July 1, 2021** or the effective date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026**, subject to the survival of terms provisions of Section 7.4. This contract may be renewed in accordance with SS. 287.057(13) or 287.058(1)(g), F.S.

1.4 Contract Document

This Contract is composed of the documents referenced in this section.

1.4.1 The definitions found in the Standard Contract Definitions, located at: http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf are incorporated into and made a part of this Contract. Additional definitions may be set forth in Exhibit A, Special Provisions.

1.4.2 The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract.

1.4.3 The terms of Exhibit A, Special Provisions, supplement or modify the terms of Sections 1 through 9, as provided therein.

1.4.4 In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

1.4.4.1 Exhibits A through F;

1.4.4.2 Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.4.4.3 This Standard Contract;

1.4.4.4 Any documents incorporated into this Contract by reference;

1.4.4.5 Attachments 1 through 2.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document, if any, or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks that are incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under Section 3 will be equitably adjusted by the Department to the extent that it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1 Scope of Work

The Scope of Work is described in Exhibit B.

2.2 Task List

The Provider shall perform all tasks set forth in the Task List, found in Exhibit C, in the manner set forth therein.

2.3 Deliverables

The Deliverables are described in Exhibit D.

2.4 Performance Measures

2.4.1 The performance measures for acceptance of deliverables are set forth in Exhibit D, Section D-4.

2.4.2 To avoid contract termination, Provider's performance must meet the minimum acceptable level of performance set forth in Exhibit E, Minimum Performance Measures, Section E-1, regardless of any other performance measures in this Contract. By execution of this Contract, the Provider hereby acknowledges and agrees that its performance under the Contract must meet these Minimum Performance Measures and that it will be bound by the conditions set forth therein. If the Provider fails to meet these measures, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the Contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances. The Provider further acknowledges and agrees that during any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, payment for deliverables may be delayed or denied and financial consequences may apply.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department shall pay for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed that set forth in Section 1.1, subject to the availability of funds and

satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per Section 3.1 and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1 Prompt Payment and Vendor Ombudsman

Per section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. Department determination of acceptable services shall be conclusive. Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within thirty-five (35) days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2 Method of Payment

The Provider shall be paid in accordance with Exhibit F.

3.3 Invoices

3.3.1 The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this Contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

3.3.2 The final invoice for payment shall be submitted to the Department no more than **60** days after the Contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4 Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply financial consequences as provided for in Section 6.1. The parties agree that the penalties provided for under Section 6.1 constitute financial consequences under sections 287.058(1)(h) and 215.971(1)(c), F.S. The foregoing does not limit additional financial consequences, which may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent that this Contract so provides, or termination of this Contract per Section 6.2 and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 3.5, to the extent of such error. Financial consequences directly related to the deliverables under this Contract are defined in Exhibit F.

3.5 Overpayments and Offsets

The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds. Should repayment not be made promptly upon discovery by the Provider or its auditor or upon written notice by the Department, the Provider will be charged interest at the lawful rate of interest on the outstanding balance until returned. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right at any time to offset or deduct from any payment due under this or any other contract or agreement any amount due to the Department from the Provider under this or any other contract or agreement. If this contract involves federal or state financial assistance, the following applies: The Grantee shall return to the Department any unused funds; any accrued interest earned; and any unmatched grant funds, as detailed in the Final Financial Report, no later than 60 days following the ending date of this Contract.

3.6 MyFloridaMarketPlace Transaction Fee.

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

4.1 Compliance with Statutes, Rules and Regulations

In performing its obligations under this Contract, the Provider shall without exception be aware of and comply with all State and Federal laws, rules, Children and Families Operating Procedures (CFOPs), and regulations relating to its performance under this Contract as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this Contract.

4.2 State Policies

The Provider shall comply with the polices set forth in the Department of Financial Services' Reference Guide for State Expenditures and active Comptroller/Chief Financial Officer Memoranda issued by the Division of Accounting and Auditing.

4.3 Independent Contractor, Subcontracting and Assignments

4.3.1 In performing its obligations under this Contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees as a result of performing the duties or obligations of this Contract.

4.3.2 The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider and its subcontractors. The parties agree that no joint employment is intended and that, regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone shall be responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.3.3 The Provider may subcontract under this Contract

4.3.3.1 The Provider shall not subcontract for any of the work contemplated under this Contract without prior written approval of the Department, which shall not be unreasonably withheld. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida.

4.3.3.2 The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.3.3.3 The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Provider's performance being performed by or through the subcontract.

4.3.4 To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within seven (7) working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

4.4 Provider Indemnity

Section 19 of PUR 1000 Form shall apply per its terms, except that the phrase "arising from or relating to personal injury and damage to real or personal tangible property" in the first paragraph is replaced with "arising out of or by reason of the execution of this Contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement," and the following additional terms will also apply:

4.4.1 If the Provider removes an infringing product because it is not reasonably able to modify that product or secure the Department the right to continue to use that product, the Provider shall immediately replace that product with a non-infringing product that the Department determines to be of equal or better functionality or be liable for the Department's cost in so doing.

4.4.2 Further, the Provider shall indemnify the Department for all costs and attorneys' fees arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure; or arising from or relating to the scope of the Provider's redaction of the record, as provided for under Section 5.3, including litigation initiated by the Department.

4.4.3 The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

4.5 Insurance

The Provider shall maintain continuous adequate liability insurance coverage during the existence of this Contract and any renewal(s) and extension(s) thereof. With the exception of a State agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this Contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this Contract. Upon the execution of this Contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage and shall furnish verification of renewal or replacement thereof prior to the expiration or cancellation. The Department reserves the right to require additional insurance as specified in this Contract.

4.6 Notice of Legal Actions

The Provider shall notify the Department of potential or actual legal actions taken against the Provider related to services provided through this Contract or that may impact the Provider's ability to deliver the contractual services, or that may adversely impact the Department. The Provider shall notify the Department's Contract Manager within ten (10) days of Provider becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

4.7 Intellectual Property

All intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this Contract, and the performance of all of its officers, agents and subcontractors in relation to this Contract, are works for hire for the benefit of the Department, fully compensated for by the Contract amount. Neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this Contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this Contract, or in any way connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.

4.7.1 If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in Exhibit A as having specific limitations, the compensation paid pursuant to this Contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this Contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

4.7.2 All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

4.8 Transition Activities

Continuity of service is critical when service under this Contract ends and service commences under a new contract. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Contract, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Contract and shall support the requirements for transition as specified in a Department-approved Transition Plan, which shall be developed jointly with the new provider in consultation with the Department.

4.9 Real Property

Any State funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of State funding for this purpose, if the Provider disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the State's initial investment, as adjusted by depreciation.

4.10 Publicity

Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.11 Sponsorship

As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.12 Employee Gifts

The Provider agrees that it will not offer to give or give any gift to any Department employee during the service performance period of this Contract and for a period of two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

4.13 Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.13.1 A reportable incident is defined in CFOP 180-4, which can be obtained from the Contract Manager.

4.13.2 Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Contract Manager.

4.13.3 Other reportable incidents shall be reported to the Department's Office of Inspector General through the Internet at http://www.dcf.state.fl.us/admin/ig/rptfraud1.shtml or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at IG.Complaints@myflfamilies.com. The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428.

4.14 Employment Screening

4.14.1 The Provider shall ensure that all staff utilized by the Provider and its subcontractors (hereinafter, "Contracted Staff") that are required by Florida law and by CFOP 60-25, Chapter 2, which is hereby incorporated by reference to be screened in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards specified by sections 435.04, 110.1127, and subsection 39.001(2), F.S., as a condition of initial and continued employment that shall include but not be limited to:

4.14.1.1 Employment history checks;

4.14.1.2 Fingerprinting for all criminal record checks;

4.14.1.3 Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.14.1.4 Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement; and

4.14.1.5 Security background investigation, which may include local criminal record checks through local law enforcement agencies.

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

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

4.14.3 The Department requires, as applicable, the use of the Officer of Inspector General's Request for Reference Check form (CF 774), which states: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families or a Contract or sub-contract provider, a check with the Office of Inspector General (IG) is required to determine if the individual is or has been a subject of an investigation with the IG's Office. The request will only be made on the individual that is being recommended to be hired for the position if that individual has previously worked for the Contract or sub-contract provider, or if that individual is being promoted, transferred or demoted within the Contract or sub-contract provider."

4.15 Human Subject Research

The Provider shall comply with the requirements of CFOP 215-8 for any activity under this Contract involving human subject research within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §§ 289, et seq., and may not commence such activity until review and approval by the Department's Human Protections Review Committee and a duly constituted Institutional Review Board.

4.16 Coordination of Contracted Services

Section 287.0575, F.S., mandates various duties and responsibilities for certain State agencies and their contracted service providers, and requires the following Florida health and human services agencies to coordinate their monitoring of contracted services: Department of Children and Families, Agency for Persons with Disabilities, Department of Health, Department of Elderly Affairs, and Department of Veterans Affairs, where applicable.

In accordance with section 287.0575(2), F.S., each contract service provider that has more than one contract with one or more of the five Florida health and human services agencies must provide a comprehensive list of their health and human services contracts to their respective Contract Manager(s). The list must include the following information:

4.16.1 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.2 Name of each contracting State agency and the applicable office or program issuing the contract.

4.16.3 Identifying name and number of the contract.

4.16.4 Starting and ending date of each contract.

4.16.5 Amount of each contract.

4.16.6 A brief description of the purpose of the contract and the types of services provided under each contract.

4.16.7 Name and contact information of each Contract Manager.

5. RECORDS, AUDITS AND DATA SECURITY

5.1 Records, Retention, Audits, Inspections and Investigations

5.1.1 The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in Section 5.1.2. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2 Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for a period of six (6) years after completion of the Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3 At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR § 200.336, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.

5.1.4 A financial and compliance audit shall be provided to the Department as specified in this Contract and in Attachment 1.

5.1.5 The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

5.1.6 No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2 Inspections and Corrective Action

The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this Contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this Contract. Following such review, the Department may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the Department's direction. This provision will not limit the Department's choice of remedies under law, rule, or this contract.

5.3 Provider's Confidential and Exempt Information

5.3.1 By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to section 215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential.

5.3.2 Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.3.2.1 The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.

5.3.2.2 The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 5.3.2.1. Accompanying the submission shall be an updated version of the justification under Section 5.3.2.1, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

5.3.3 The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.4 Health Insurance Portability and Accountability Act

☒ The Provider certifies that neither it nor its subcontractors will have access to, receive or provide Protected Health Information within the meaning of the Health Insurance Portability and Accountability Act (42 U.S.C. § 1320d.) and the regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) incidental to performance of this Contract.

☐ In compliance with 45 CFR § 164.504(e), the Provider shall comply with the provisions of Attachment __ to this Contract, governing the safeguarding, use and disclosure of Protected Health Information created, received, maintained, or transmitted by the Provider or its subcontractors incidental to the Provider's performance of this Contract.

5.5 Information Security

The Provider shall comply with, and be responsible for ensuring subcontractor compliance as if they were the Provider with, the following information security requirements whenever the Provider or its subcontractors have access to Department information systems or maintain any client or other confidential information in electronic form:

5.5.1 An appropriately skilled individual shall be identified by the Provider to function as its Information Security Officer. The Information Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of information security for Department information systems or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information. The Information Security Officer will ensure that any access to Department information systems or any client or other confidential information is removed immediately upon such access no longer being required for Provider's performance under this contract.

5.5.2 The Provider shall provide the latest Departmental security awareness training to all who request or have access, through the Provider's access, to Department information systems or any client or other confidential information.

5.5.3 All who request or have access, through the Provider's access, to Department information systems or any client or other confidential information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Contract Manager.

5.5.4 The Provider shall prevent unauthorized disclosure or access, from or to Department information systems or client or other confidential information. Client or other confidential information on systems and network capable devices shall be encrypted per CFOP 50-2.

5.5.5 The Provider agrees to notify the Contract Manager as soon as possible, but no later than five (5) business days following the determination of any potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.5.6 The Provider shall, at its own cost, comply with section 501.171, F.S. The Provider shall also. at its own cost. implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to Department information systems or to any client or other confidential information.

5.6 Public Records

5.6.1 The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. As required by section

287.058(1)(c), F.S., it is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate this Contract.

5.6.2 As required by section 119.0701, F.S., to the extent that the Provider is acting on behalf of the Department within the meaning of section 119.011(2), F.S., the Provider shall:

5.6.2.1 Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the service.

5.6.2.2 Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

5.6.2.3 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 Provider does not transfer the records to the Department.

5.6.2.4 Upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of the contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of the contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

5.6.3 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 1317 WINEWOOD BLVD., TALLAHASSEE, FL 32399.

6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

6.1 Financial Penalties for Failure to Take Corrective Action

6.1.1 In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in section 6.1.2 through section 6.1.3 shall be imposed for Provider failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed ten (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2 The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1 Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2 Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty.

6.1.2.3 Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.

6.1.3 The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2 Termination

6.2.1 In accordance with Section 22 of PUR 1000 Form, this Contract may be terminated by the Department without cause upon no less than thirty (30) calendar days' notice in writing to the Provider unless a sooner time is mutually agreed upon in writing.

6.2.2 This Contract may be terminated by the Provider upon no less than one-hundred and twenty (120) calendar days' notice in writing to the Department unless another notice period is mutually agreed upon in writing.

6.2.3 In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than twenty-four (24) hours' notice in writing to the Provider. The Department shall be the final authority as to the availability and adequacy of funds.

6.2.4 In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate the Contract upon no less than twenty-four (24) hours' notice in writing to the Provider, excluding Saturday, Sunday, and Holidays. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the Contract. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this Contract. The provisions herein do not limit the Department's right to remedies at law or in equity.

6.2.5 Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than twenty-four (24) hours' notice in writing to the Provider. To be terminated under this provision, the Provider must have:

6.2.5.1 Previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2 Had a contract terminated by the Department for cause.

6.2.6 In the event of termination under Sections 6.2.1 or 6.2.3, the Provider will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work per Section 21 of the PUR 1000.

6.2.7 If this Contract is for an amount of $1 Million or more, the Department may terminate this Contract at any time the Provider is found to have submitted a false certification under section 287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this contract, the Department may terminate this contract at any time the Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

6.3 Dispute Resolution

6.3.1 Any dispute concerning performance of this Contract or payment hereunder shall be decided by the Department, which shall be reduced to writing and a copy of the decision shall be provided to the Provider by the Contract Manager. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the Department's decision, the Provider delivers to the Contract Manager a petition for alternative dispute resolution.

6.3.2 After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract.

6.3.3 After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the exhibits or other attachments, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties.

6.3.4 Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process.

6.3.5 This section shall not limit the parties' rights of termination under Section 6.2.

6.3.6 All notices provided by the Department under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.3 via the U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery. All notices provide by the Provider under Section 6 shall be in writing on paper, physically sent to the person identified in Section 1.2.4 via U.S. Postal Service or any other delivery service that provides verification of delivery, or via hand delivery.

7. OTHER TERMS

7.1 Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this Contract and venue shall be in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts as provided in Section 46 of the PUR 1000 Form.

7.2 No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

7.3 Severability of Terms

If any term or provision of this Contract is legally determined unlawful or unenforceable, the remainder of the Contract shall remain in full force and effect and such term or provision shall be stricken.

7.4 Survival of Terms

Unless a provision hereof expressly states otherwise, all provisions hereof concerning obligations of the Provider and remedies available to the Department survive the ending date or an earlier termination of this Contract. The Provider's performance pursuant to such surviving provisions shall be without further payment.

7.5 Modifications

Modifications of provisions of this Contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6 Anticompetitive Agreements

The Provider will not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7 Communications

Except where otherwise provided in this Contract, communications between the parties regarding this Contract may be by any commercially reasonable means. Where this Contract calls for communication in writing, such communication includes email, and attachments thereto are deemed received when the email is received.

7.8 Accreditation

The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

7.9 Transitioning Young Adults

The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

7.10 DEO and Workforce Florida

The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

7.11 Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, Florida Administrative Code, if requested by another agency. Other State agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.12 Unauthorized Aliens

Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986. The Provider and its subcontractors will enroll in and use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to the contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during the contract term to perform work pursuant to this contract within the United States and its territories.

7.13 Civil Rights Requirements

These requirements shall apply to the Provider and all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

7.13.1 The Provider shall comply with the provisions In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this Contract because of race, color, religion, sex, national origin, disability, age, or marital status.

7.13.2 The Provider shall not discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR, Parts 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16.

7.13.3 If employing fifteen or more employees, the Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 within thirty (30) days of execution of this Contract and annually thereafter in accordance with CFOP 60-16 and 45 CFR, Part 80.

7.14 Use of Funds for Lobbying Prohibited

The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a State agency.

7.15 Public Entity Crime and Discriminatory Contractors

Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.16 Whistleblower's Act Requirements

In accordance with subsection 112.3187, F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.

7.17 PRIDE

Articles which are the subject of or are required to carry out this Contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this Contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

7.18 Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with the provisions of sections 403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The terms in this section apply if Federal Funds are used to fund this Contract.

8.1 Federal Law

8.1.1 The Provider shall comply with the provisions of Federal law and regulations including, but not limited to, 2 CFR, Part 200, and other applicable regulations.

8.1.2 If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 if applicable.

8.1.3 If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4 No Federal Funds received in connection with this Contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this Contract contains Federal funding in excess of $100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment **N/A**. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Contract Manager, prior to payment under this Contract.

8.1.5 If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. § 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.6 If the Provider is a federal subrecipient or pass-through entity, then the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 that implement Executive Orders 12549 and 12689, "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.

8.1.7 If the Provider is a federal subrecipient or pass through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine whether or not its subcontracts are being awarded to a "contractor" or a

"subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined to be a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.2 Federal Funding Accountability and Transparency Act (FFATA)

The FFATA Act of 2006 is an act of Congress that requires the full disclosure to the public of all entities or organizations receiving federal funds.

8.2.1 The Provider will complete and sign the FFATA Certification of Executive Compensation Reporting Requirements form (CF 1111 or successor) if this Contract includes $30,000 or more in Federal Funds (as determined over its entire term). The Provider shall also report the total compensation of its five most highly paid executives if it also receives in excess of 80% of its annual gross revenues from Federal Funds and receives more than $25 million in total federal funding.

8.2.2 The Digital Accountability and Transparency Act (DATA) 2014 is an expansion of the FFATA Act of 2006, the purpose is for further transparency by establishing government-wide data identifiers and standardized reporting formats to recipient and sub-recipients.

8.3 Federal Whistleblower Requirements

Pursuant to Section 11(c) of the OSH Act of 1970 and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act can be found at this website: http://www.whistleblowers.gov.

9. CLIENT SERVICES APPLICABILITY

The terms in this section apply if the box for Client Services is checked at the beginning of this Contract.

9.1 Client Risk Prevention

If services to clients are to be provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2 Emergency Preparedness Plan

If the tasks to be performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within thirty (30) days of the execution of this contract, submit to the Contract Manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For the purpose of disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every twelve (12) months thereafter, the Provider shall submit a written certification that it has reviewed its plan, along with any modifications to the plan, or a statement that no modifications were found necessary. The Department agrees to respond in writing within thirty (30) days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assume implementation of agreed emergency relief provisions.

9.3 Support to the Deaf or Hard-of-Hearing

9.3.1 The Provider and its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as implemented by 45 CFR Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131, as implemented by 28 CFR Part 35 (hereinafter referred to as ADA), and CFOP 60-10, Chapter 4, entitled Auxiliary Aids and Services for the Deaf or Hard-of-Hearing.

9.3.2 If the Provider or any of its subcontractors employs 15 or more employees, such Provider and subcontractor shall each designate a Single-Point-of-Contact to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 of the ADA, and CFOP 60-10, Chapter 4. The Provider's Single-Point-of-Contact and that of its Subcontractors will process the compliance data into the Department's HHS Compliance reporting Database by the 5th business day of the month, covering the previous month's reporting, and forward confirmation of submission to the Contract Manager. The

name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's Contract Manager within fourteen (14) calendar days of the effective date of this requirement.

9.3.3 The Provider shall, within thirty (30) days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.

9.3.4 The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and their subcontractors with fifteen (15) or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.

9.3.5 The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by The Provider and its subcontractors. The approved Notice is available at: http://www.myflfamilies.com/about-us/services-deaf-and-hard-hearing/dcf-posters.

9.3.6 The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.

9.3.7 If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

9.3.8 The Department requires each contract/subcontract provider agency's direct service employees to complete training on serving our Customers who are Deaf or Hard-of-Hearing and sign the Attestation of Understanding. Direct service employees performing under this Contract will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

9.4 Confidential Client and Other Information

Except as provided in this Contract, the Provider shall not use or disclose but shall protect and maintain the confidentiality of any client information and any other information made confidential by Florida law or Federal laws or regulations that is obtained or accessed by the Provider or its subcontractors incidental to performance under this Contract.

9.4.1 State laws providing for the confidentiality of client and other information include but are not limited to sections 39.0132, 39.00145, 39.202, 39.809, 39.908, 63.162, 63.165, 383.412, 394.4615, 397.501, 409.821, 409.175, 410.037, 410.605, 414.295, 415.107, 741.3165 and 916.107, F.S.

9.4.2 Federal laws and regulations to the same effect include section 471(a)(8) of the Social Security Act, section 106(b)(2)(A)(viii) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. § 2020(e)(8), 42 U.S.C. § 602 and 2 CFR § 200.303 and 2 CFR § 200.337, 7 CFR § 272.1(c), 42 CFR §§ 2.1-2.3, 42 CFR §§ 431.300-306, 45 CFR § 205.

9.4.3 A summary of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual, as revised from time-to-time.

9.5 Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department and payment will be issued upon FEMA approval and reimbursement.

By signing this Contract, the parties agree that they have read and agree to the entire Contract, as described in Section 1.4.

IN WITNESS THEREOF, the parties hereto have caused this **40** page Contract to be executed by their undersigned officials as duly authorized.

PROVIDER: University of South Florida, Board of Trustees, a public body corporate		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signatur	Eric M. Kern	**Signature**	Shevaun L. Harris
Print/Typ		**Print/Typ**	
Name:	Eric Kern	**Name:**	Shevaun L. Harris
Title:	Director, Sponsored Research	**Title:**	Secretary
Date:	6/24/2021 | 2:59 PM EDT	**Date:**	6/24/2021 | 5:13 PM EDT

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

Federal Tax ID # (or SSN): **59-3102112** Provider Fiscal Year Ending Date: **06/30**.

The Remainder of this Page Intentionally Left Blank.

EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 9 of the Integrated Standard Contract, as provided herein:

A-1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A-1.1. Program Specific Terms

In addition to the provisions of **Section 1.4.1**, the following definitions apply to this Contract.

A-1.1.1. Applicant means a county or consortium of counties, or a not-for-profit community provider or managing entity designated by a county planning council or committee, as described s. 394.657(5), F.S., when submitting an application in response to a Request For Applications (RFA) under the Criminal Justice Substance Abuse Mental Health Reinvestment Grant Program.

A-1.1.2. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program (hereinafter referred to as "Reinvestment Grant Program") means the program created in s. 394.656, F.S.

A-1.1.3. The Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center (hereinafter referred to as "TAC") means the center created in s. 394.659, F.S.

A-1.1.4. Grantee means any Applicant awarded funding as a result of a Reinvestment Grant Program RFA.

A-1.1.5. Sequential Intercept Mapping means a process for reviewing a local community's behavioral health, criminal justice, and related systems and identifying points of interceptions where interventions may be made to prevent an individual with a substance use disorder or mental illness from entering further into the criminal justice system.

A-2. STATEMENT OF WORK

There are no additional provisions to this section of the Standard Contract.

A-3. PAYMENT, INVOICE AND RELATED TERMS

There are no additional provisions to this section of the Standard Contract.

A-4. GENERAL TERMS AND CONDITIONS GOVERNING PERFORMANCE

A-4.1 The last sentence in **Section 4.7.1** is hereby amended to read: "For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department, its employees, agents or contractors during the term of this Contract and perpetually thereafter for Florida government purposes."

A-4.2 The last sentence in **Section 4.7.2** is hereby amended to read: "Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products for Florida government purposes."

A-5. RECORDS, AUDITS AND DATA SECURITY

At execution, services under this Contract do not require the Provider to access Department information systems or maintain any client or other confidential information in electronic form as referenced in **Section 5.5**, therefore the provisions of CFOP 50-2 are not applicable to services under this Contract. In the event this Contract is subsequently amended to authorize access to Department information systems or maintenance of client or other confidential information, the provisions of **Section 5.5** shall apply as of the amendment execution.

A-6. PENALTIES, TERMINATION AND DISPUTE RESOLUTION

There are no additional provisions to this section of the Standard Contract.

A-7. OTHER TERMS

There are no additional provisions to this section of the Standard Contract.

A-8. FEDERAL FUNDS APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

A-9. CLIENT SERVICES APPLICABILITY

There are no additional provisions to this section of the Standard Contract.

EXHIBIT A1 – SAMH PROGRAMMATIC STATE AND FEDERAL LAWS, RULES, AND REGULATIONS

The provider and its subcontractors shall comply with all applicable state and federal laws, rules and regulations, as amended from time to time, that affect the subject areas of the contract. Authorities include but are not limited to the following:

A1-1 FEDERAL AUTHORITY

A1-1.1 Block Grants Regarding Mental Health and Substance Abuse

A1-1.1.1 Block Grants for Community Mental Health Services

42 U.S.C. ss. 300x, et seq.

A1-1.1.2 Block Grants for Prevention and Treatment of Substance Abuse

42 U.S.C. ss. 300x-21 et seq.

45 C.F.R. Part 96, Subpart L

A1-1.2 Department of Health and Human Services, General Administration, Block Grants

45 C.F.R. Part. 96

A1-1.3 Charitable Choice Regulations Applicable to Substance Abuse Block Grant and PATH Grant

42 C.F.R. Part 54

A1-1.4 Confidentiality of Substance Use Disorder Patient Records

42 C.F.R. Part 2

A1-1.5 Security and Privacy

45 C.F.R. Part 164

A1-1.6 Supplemental Security Income for the Aged, Blind and Disabled

20 C.F.R. Part 416

A1-1.7 Temporary Assistance to Needy Families (TANF)

42 U.S.C. ss. 601 - 619

45 C.F.R., Part 260

A1-1.8 Projects for Assistance in Transition from Homelessness (PATH)

42 U.S.C. ss. 290cc-21 – 290cc-35

A1-1.9 Equal Opportunity for Individuals with Disabilities (Americans with Disabilities Act of 1990)

42 U.S.C. ss. 12101 - 12213

A1-1.10 Prevention of Trafficking (Trafficking Victims Protection Act of 2000)

22 U.S.C. s. 7104

2 C.F.R. Part 175

A1-2 FLORIDA STATUTES

A1-2.1 Child Welfare and Community Based Care

Ch. 39, F.S.	Proceedings Relating to Children
Ch. 402, F.S.	Health and Human Services: Miscellaneous Provisions

A1-2.2 Substance Abuse and Mental Health Services

Ch. 381, F.S.	Public Health: General Provisions
Ch. 386, F.S.	Particular Conditions Affecting Public Health
Ch. 394, F.S.	Mental Health

Ch. 395, F.S.	Hospital Licensing and Regulation
Ch. 397, F.S.	Substance Abuse Services
Ch. 400, F.S.	Nursing Home and Related Health Care Facilities
Ch. 414, F.S.	Family Self-Sufficiency
Ch. 458, F.S.	Medical Practice
Ch. 464, F.S.	Nursing
Ch. 465, F.S.	Pharmacy
Ch. 490, F.S.	Psychological Services
Ch. 491, F.S.	Clinical, Counseling, and Psychotherapy Services
Ch. 499, F.S.	Florida Drug and Cosmetic Act
Ch. 553, F.S.	Building Construction Standards
Ch. 893, F.S.	Drug Abuse Prevention and Control
S. 409.906(8), F.S.	Optional Medicaid Services – Community Mental Health Services

A1-2.3 Developmental Disabilities

Ch. 393, F.S.	Developmental Disabilities

A1-2.4 Adult Protective Services

Ch. 415, F.S.	Adult Protective Services

A1-2.5 Forensics

Ch. 916, F.S.	Mentally Deficient and Mentally Ill Defendants
Ch. 985, F.S.	Juvenile Justice; Interstate Compact on Juveniles
S. 985.19, F.S.	Incompetency in Juvenile Delinquency Cases
S. 985.24, F.S.	Interstate Compact on Juveniles; Use of detention; prohibitions

A1-2.6 State Administrative Procedures and Services

Ch. 119, F.S.	Public Records
Ch. 120, F.S.	Administrative Procedures Act
Ch. 287, F.S.	Procurement of Personal Property and Services
Ch. 435, F.S.	Employment Screening
Ch. 815, F.S.	Computer-Related Crimes
Ch. 817, F.S.	Fraudulent Practices
S. 112.061, F.S.	Per diem and travel expenses of public officers, employees, and authorized persons
S. 112.3185, F.S.	Additional standards for state agency employees
S. 215.422, F.S.	Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
S. 216.181(16)(b), F.S.	Advanced funds for program startup or contracted services

A1-3 FLORIDA ADMINISTRATIVE CODE

A1-3.1 Child Welfare and Community Based Care

Ch. 65C-13, F.A.C.	Foster Care Licensing
Ch. 65C-14, F.A.C.	Child-Caring Agency Licensing

Ch. 65C-15, F.A.C.	Child-Placing Agencies

A1-3.2 Substance Abuse and Mental Health Services

Ch. 65D-30, F.A.C.	Substance Abuse Services Office
Ch. 65E-4, F.A.C.	Community Mental Health Regulation
Ch. 65E-5, F.A.C.	Mental Health Act Regulation
Ch. 65E-10, F.A.C.	Psychotic and Emotionally Disturbed Children - Purchase of Residential Services Rules
Ch. 65E-11, F.A.C.	Behavioral Health Services
Ch. 65E-12, F.A.C.	Public Mental Health Crisis Stabilization Units and Short-Term Residential Treatment Programs
Ch. 65E-14, F.A.C.	Community Substance Abuse and Mental Health Services - Financial Rules
Ch. 65E-20, F.A.C.	Forensic Client Services Act Regulation
Ch. 65E-26, F.A.C.	Substance Abuse and Mental Health Priority Populations and Services

A1-3.3 Financial Penalties

Ch. 65-29, F.A.C.	Penalties on Service Providers

A1-4 MISCELLANEOUS

A1-4.1 Department of Children and Families Operating Procedures

CFOP 155-10 / 175-40	Services for Children with Mental Health and Any Co-Occurring Substance Abuse or Developmental Disability Treatment Needs in Out-of-Home Care Placements
CFOP 155-11	Title XXI Behavioral Health Network
CFOP 155-47	Processing Referrals from The Department of Corrections
CFOP 215-6	Incident Reporting and Analysis System (IRAS)

A1-4.2 Standards applicable to Cost Principles, Audits, Financial Assistance and Administrative Requirements

S. 215.425, F.S.	Extra Compensation Claims prohibited; bonuses; severance pay
S. 215.97, F.S.	Florida Single Audit Act
S. 215.971, F.S.	Agreements funded with federal or state assistance
Ch. 69I-42, F.A.C.	Travel Expenses
Ch. 69I-5, F.A.C	State Financial Assistance
CFO's Memorandum No. 01	Contract and Grant Reviews and Related Payment Processing Requirements
CFO's Memorandum No. 02	Reference Guide for State Expenditures
Comptroller's Memorandum No. 04	Guidance on all Contractual Service Agreements Pursuant to Section 215.971, Florida Statutes
CFO's Memorandum No. 20	Compliance Requirements for Agreements
2 C.F.R., Part 200	Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, available at https://federalregister.gov/a/2013-30465
2 C.F.R., Part 300	Department of Health and Human Services - Office of Management and Budget Guidance - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Adoption of 2 C.F.R. Part 200
45 C.F.R., Part 75	Uniform Administration Requirements, Cost Principles, and Audit Requirements for HHS Awards

A1-4.3 Data Collection and Reporting Requirements

S. 394.74(3)(e), F.S.	Data Submission
S. 394.9082, F.S.	Behavioral health managing entities
S. 394.77, F.S.	Uniform management information, accounting, and reporting systems for providers
S. 397.321(3)(c), F.S.	Data collection and dissemination system
DCF PAM 155-2	Mental Health and Substance Abuse Measurement and Data

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EXHIBIT B - SCOPE OF WORK

B-1. SCOPE OF SERVICE

Under this Contract, the Provider shall provide technical support and resource sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

B-2. MAJOR CONTRACT GOALS

The TAC shall assist Applicants in preparing a Reinvestment Grant Program application; projecting the effect of grant programs on county detention facility populations; monitoring the effect of the Reinvestment Grant Program on county criminal justice systems; disseminating and sharing evidence-based practices among Grantees; acting as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health and substance abuse; coordinating and organizing the process of state interagency justice, mental health, and substance abuse workgroups, if so directed by the Department, with the outcomes of the local grant projects for state and local policy and budget development and system planning.

B-3. SERVICE AREA/LOCATIONS/TIMES

B-3.1. Service Area

The Provider shall provide services to Reinvestment Grant Program Applicants and Grantees throughout Florida as determined by the Department's grant solicitations.

B-3.2. Service Delivery Locations

The Provider's headquarters are located at 13301 Bruce B. Downs Boulevard, Tampa, Florida, 33612. The Provider shall deliver services to Applicants and Grantees statewide through a combination of remote technical assistance and on-site technical assistance as specified in **Section C-1.**

B-3.3. Service Times

B-3.3.1. Services shall be provided, at a minimum, between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Eastern Time, except for State and University recognized holidays. Changes in service times and any additional holidays that the Provider wants to observe shall be approved in writing by the Department.

B-3.3.2. The Provider shall ensure trained staff are available for technical assistance at other times convenient to the Applicants, Grantees, and the Department.

B-3.3.3. The Provider shall schedule all formal technical assistance activities at times designed to ensure the greatest participation possible by attendees.

B-3.3.4. Scheduled dates for formal technical assistance and deliverable due dates are subject to change by the Department based on delays beyond the control of the Provider or the Department.

B-3.4 Changes in Location

The Provider shall notify the Department in writing a minimum of one week prior to making changes in office location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email.

B-3.5 Program Years

For the purposes of this Grant Agreement, Program Years are defined as:

B-3.5.1 Program Year 1: 7/1/21 - 6/30/22

B-3.5.2 Program Year 2: 7/1/22 - 6/30/23

B-3.5.3 Program Year 3: 7/1/23 - 6/30/24

B-3.5.4 Program Year 4: 7/1/24 – 06/30/25

B-3.5.5 Program Year 5: 7/1/25 – 06/30/26.

B-4. CLIENTS TO BE SERVED

This is a non-client services Contract.

B-5. CLIENT ELIGIBILITY

This is a non-client services Contract.

B-6. CLIENT DETERMINATION

This is a non-client services Contract.

B-7. EQUIPMENT

The Provider shall be responsible for supplying all equipment necessary to perform and complete the services described herein including but not limited to computers, telephones, copier and fax machine, supplies and maintenance.

B-8. CONTRACT LIMITS

The total funds awarded under this Contract shall not exceed $500,000.00 per Fiscal Year and $2,500,000.00 over the lifetime of this Contract.

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EXHIBIT C - TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C-1. SERVICE TASKS

C-1.1. Technical Assistance Tasks

C-1.1.1. The Provider shall provide technical assistance to Applicants as follows:

C-1.1.1.1. Assist in the preparation of the Reinvestment Grant Program application.

C-1.1.1.2. Assist in identifying key stakeholders in the community.

C-1.1.1.3. Provide off-site technical assistance, via phone calls, conference calls, emails, or other electronic means.

C-1.1.1.4. Project the effect of the proposed intervention on the population of the county's detention facility.

C-1.1.2. The Provider shall provide technical assistance to Grantees as follows:

C-1.1.2.1. Monitor the effect of a Grant award on the criminal justice system in the county.

C-1.1.2.2. Conduct a technical assistance needs assessment survey at the beginning of each Fiscal Year.

C-1.1.2.3. Provide assistance to Grantees completing the technical assistance needs assessment survey.

C-1.1.2.4. Conduct Sequential Intercept Mapping as part of a planned TA Needs Assessment Survey priority.

C-1.1.2.5. Conduct a minimum of one formal technical assistance visit to Planning Grantees. The formal visit may be either on-site (if requested by Grantee) or conducted remotely.

C-1.1.2.6. Conduct a minimum of two formal on-site or remote technical assistance visits to Implementation and Expansion Reinvestment Grantees within a three-year period.

C-1.1.2.7. Conduct three formal technical assistance conference calls with all Grantees in at least three separate quarters of each Fiscal Year.

C-1.1.2.8. Provide ongoing off-site technical assistance to Grantees upon request via remote conferencing, phone calls and conference calls, emails, or other electronic means.

C-1.1.3. The Provider shall provide technical assistance to the Department as follows:

C-1.1.3.1. Identify Subject Matter Experts available to provide technical assistance, consultation and training to the Applicants and Grantees on topics that are related to, but not limited to, the following:

C-1.1.3.1.1. Strategic planning and local system development.

C-1.1.3.1.2. On-site reviews of a grantee's overall approach, program development, goals and objectives.

C-1.1.3.1.3. On–site consultation on CJMHSA advisory membership development, roles and responsibilities; communication with County Commissions, local resources.

C-1.1.3.1.4. Application of the Sequential Intercept Model.

C-1.1.3.1.5. Use of evidence-based and best practices.

C-1.1.3.1.6. Crisis Intervention Teams (CIT), mobile crisis models, and transportation plans.

C-1.1.3.1.7. Jail Diversion systems and models such as Central Receiving Systems and Baker Act or Marchman Act diversion programs.

C-1.1.3.1.8. Forensic Intensive Case Management.

C-1.1.3.1.9. Supportive housing and Housing First initiatives.

C-1.1.3.1.10. Discharge planning and re-entry programs.

C-1.1.3.1.11. Juvenile justice systems development.

C-1.1.3.1.12. Cost effectiveness and methods of cost offset or avoidance.

C-1.1.3.1.13. Grant writing and proposal development.

C-1.1.3.1.14. SAMHSA Tool kits and additional federal resources.

C-1.1.3.1.15. Screening and risk assessment tools.

C-1.1.3.1.16. Guidance on HIPAA barriers and solutions.

C-1.1.3.1.17. Access to other state, national consultants and CJMHSA experts through conference calls.

C-1.1.3.1.18. Jail diversion and the Reinvestment Grant Program.

C-1.1.3.1.19. Substance use disorder system planning.

C-1.1.3.1.20. Best practices associated with opioid use disorder interventions.

C-1.1.3.1.21. Application of Medication Assisted Treatment in criminal justice settings.

C-1.1.3.1.22. Data analysis and evaluation of grant impact.

C-1.1.3.1.23. Best practices for the use of peers and recovery support services / Recovery-oriented systems of care.

C-1.1.3.1.24. High-Fidelity Wraparound application to juvenile justice programs.

C-1.1.3.1.25. Mental Health First Aid.

C-1.1.3.1.26. Children's System of Care planning and coordination.

C-1.1.3.1.27. Addressing stigma across systems and programs.

C-1.1.3.1.28. Early Intervention in Psychosis.

C-1.1.3.1.29. Cultural Competency in Behavioral Health Programs and Systems (NOT competency restoration, but organizational cultural competence).

C-1.1.3.1.30. Problem-solving courts.

C-1.1.3.1.31. Supported Employment.

C-1.1.3.1.32. Assertive Community Treatment (ACT) Teams.

C-1.1.3.2. Participate in a Department-sponsored conference call with prospective Reinvestment Grant Program Applicants to inform them about the purpose of the Grant Program, the Grant process, the role of TAC, and to respond to questions or concerns.

C-1.1.3.3. Review the Reinvestment Grant Program applications of Department approved Reinvestment Grant awardees and provide a summary of post-award analysis of the applications; and recommend Grantee-specific Grant language to the Department, prioritizing the Grantee's goal and objectives.

C-1.1.3.4. Collaborate with the Department in the development of Reinvestment Grant Program monitoring and data collection tools to develop the Grantee's Quarterly Program Status Reporting Template.

C-1.1.3.5. Consult with the Department on Grantees' progress throughout each grant award cycle.

C-1.1.4. The Provider shall design and implement a satisfaction survey available to all Grantees receiving formal technical assistance visits from the TAC. The survey shall include a rating scale for assessment of the TAC's technical assistance services. The Provider shall include an aggregate summary of ratings of the previous quarter's satisfaction surveys in each quarterly progress report and a roll-up of the recipient's commentary.

C-1.2. Information Dissemination Tasks

C-1.2.1. The Provider shall disseminate and share evidence-based practices with Grantees and Applicants through the TAC's website at: http://www.floridatac.org

C-1.2.2. The website shall act as a clearinghouse for information and resources related to criminal justice, juvenile justice, mental health, and substance abuse.

C-1.2.3. The Provider shall update the website on a quarterly basis with evidence-based practices, Reinvestment Grant Program announcements, FAQs, portals for trainings, links to web-based trainings for interested parties, and other Reinvestment Grant Program evidence-based practices.

C-1.3. Reporting and Analysis Tasks

C-1.3.1. The Provider shall collect and analyze data submitted by Grantees quarterly, for the purposes of providing ad hoc summary reports and to contribute to the Annual Legislative Report.

C-1.3.2. The Provider shall identify Common Program Features and Program Models across counties for inclusion in the Annual Legislative Report.

C-1.3.3. The Provider shall submit the Final Annual Legislative Report required by Section 394.659(2), F.S., to the Department for approval. Upon the Department's approval, the Provider shall submit the Annual Legislative Report to the Governor, the President of the Senate, and the Speaker of the House of Representatives by January 1st of each year as required by Section 394.659(2), F.S. The report shall include:

C-1.3.3.1. A detailed description of the progress made by each Grantee in meeting the goals described in their Reinvestment Grant Program application.

C-1.3.3.2. A description of the effect the Grant-funded initiatives have had on meeting the needs of adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders, thereby reducing the number of forensic commitments to state mental health treatment facilities.

C-1.3.3.3. A summary of the effect of the Reinvestment Grant Program on the growth and expenditures of the jail, juvenile detention center, and prison.

C-1.3.3.4. A summary of the initiative's effect on the availability and accessibility of effective community-based mental health and substance abuse treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders. The summary shall describe how the expanded community diversion alternatives have reduced incarceration and commitments to state mental health treatment facilities.

C-1.3.3.5. A summary of how the local matching funds provided by the county or consortium of counties leveraged additional funding to further the goals of the Reinvestment Grant Program.

C-1.4. Task Limits

The Provider is not authorized by the Department to perform any tasks related to the project other than those described in the Task List without the express written consent of the Department.

C-2. ADMINISTRATIVE TASKS

C-2.1. Staffing

C-2.1.1. Staffing Levels

The Provider shall maintain staffing in accordance with the Department's approved budget using the following key personnel:

C-2.1.1.1. A Principal Investigator shall oversee all Contract activity and ensure completion of deliverables and communication with all stakeholders.

C-2.1.1.2. The Provider shall obtain subject matters experts as needed to complete project deliverables and to best meet the needs of the Applicants, Grantees, and the Department. To the extent possible, the subject matter experts shall be employees of the University of South Florida; however, non-employee consultants may be obtained to address specific technical assistance needs on a case-by-case basis. The Department must approve all subject matter experts and will provide approval in writing via either a letter or e-mail correspondence.

C-2.1.1.3. The Provider shall maintain sufficient levels of staff to discharge its contractual responsibilities throughout the Contract period. In the event the Department determines that the Provider's staffing levels are insufficient to discharge all contractual responsibilities, the Department will advise the Provider in writing, and the Provider shall have thirty (30) calendar days to remedy the identified staffing deficiencies.

C-2.1.2. Staffing Changes

The Provider shall notify the Department's Contract Manager in writing within ten (10) days of staffing changes regarding the position of the Principal Investigator and the subject matter experts. The Provider shall replace any employee whose continued presence would be detrimental to the success of the project, as determined by the Department, with an employee of equal or superior qualifications. The final decision shall be at the discretion of the Department.

C-2.2. Professional Qualifications

C-2.2.1. Unless waived by the Department, the Principal Investigator shall be a tenured member of the faculty of the University of South Florida and shall have a minimum of a master's degree in the Criminal Justice, Substance Abuse and/or Mental Health fields. The Principal Investigator shall have a minimum of five (5) years' employment experience in Criminal Justice and five (5) years' experience in substance abuse services, mental health services, or any combination thereof. The minimum years for each field may be concurrent.

C-2.2.2. The subject matter experts shall have a minimum of a Bachelor's degree in one of the following areas of expertise: mental illness; substance abuse; forensic assessment and treatment; curriculum development; co-occurring disorders; data analysis; community development; grant development; web design; computer programming; training coordination.

C-2.2.3. Relevant employment experience may be substituted for educational requirements with the prior written approval of the Department.

C-2.3. Subcontracting

The Provider may subcontract, subject to the requirements of the **Section 4.3**. The Provider shall complete at least 51 percent of the work requirements under this Contract using its own employees and staff.

C-2.4. Records and Documentation

C-2.4.1. The Provider shall protect confidential records from disclosure and protect participants' confidentiality in accordance with s. 397.501(7), F.S.

C-2.4.2. Unless otherwise specified in **Section C-2.5**, all correspondence, reports, records and documentation may be maintained and provided to the Department electronically.

C-2.5. Reports

C-2.5.1. The Provider shall document all tasks and activities under this Contract in the following reports, to be submitted for review and approval in accordance with **Table 1**. All deliverable reporting due dates in **Table 1** are subject to change by mutual agreement between the Provider and the Department with e-mail written approval by the Department.

Table 1 - Reporting Schedule			
Report Name	**Frequency**	**Report Due Date(s)**	**# of Copies**
Quarterly Progress Report Quarterly Expenditure Report	Quarterly	15th day of the month following the quarter of program services or activities	1 electronic copy
Draft Annual Legislative Report	Annually	December 3, 2021 December 2, 2022 December 1, 2023 December 2, 2024 December 1, 2023	
Final Annual Legislative Report		December 17, 2021 December 16, 2022 December 15, 2023 December 16, 2024 December 15, 2025	
CJMHSA Reinvestment Grant Program Analysis Summary Report	Once	June 30, 2026	

C-2.5.2. The Provider shall submit Quarterly Progress Reports and Annual Legislative Reports to the Department's Contract Manager.

C-2.5.2.1. Each Quarterly Progress Report shall include:

C-2.5.2.1.1. A complete summary of activities and accomplishments for each item in **Sections C-1.1 and C-1.2**, during the previous quarter.

C-2.5.2.1.2. Results of the satisfaction surveys completed by Grantees who received a formal technical assistance site visit during the previous quarter.

C-2.5.2.1.3. Recommendations and suggested strategies for furthering the development of the TAC and Reinvestment Grant Program.

C-2.5.2.1.4. A summary of the formal technical assistance conference calls with Grantees.

C-2.5.2.1.5. A summary of the technical assistance provided during the previous quarter.

C-2.5.2.1.6. A summary of quarterly compliance with the Minimum Performance Standards for Acceptance of Deliverables in **Sections D-4.1** through **D-4.5**.

C-2.5.2.2. The following source documentation of the task and activities under **Sections C-1.1** and **C-1.2,** shall be submitted with the Quarterly Progress report:

C-2.5.2.2.1. Provide a log of quarterly technical assistance (TA) provided to Reinvestment Grant Program Applicants and Grantees. The TA log shall include the following elements:

C-2.5.2.2.1.1. Name of the Applicant or Grantee.

C-2.5.2.2.1.2. Name of the individual(s) receiving the TA.

C-2.5.2.2.1.3. Name of the individual(s) providing the TA.

C-2.5.2.2.1.4. Date of the TA.

C-2.5.2.2.1.5. Summary of the TA provided.

C-2.5.2.2.2. Documentation of the formal visit with Grantees shall include the following:

C-2.5.2.2.2.1. A copy of the agenda.

C-2.5.2.2.2.2. A copy of a sign-in sheet if the visit was conducted on site; or a roll call list of persons participating if the visit was conducted telephonically.

C-2.5.2.2.2.3. A copy of the PowerPoint presentation.

C-2.5.2.2.3. Submit copies of e-mails documenting that the needs assessment survey was sent to Grantees at the beginning of each Fiscal Year.

C-2.5.2.2.4. Submit copies of the agendas, roll call lists, and minutes for the formal technical assistance conference calls with Grantees.

C-2.5.2.2.5. Submit an aggregate summary of ratings of the previous quarter's satisfaction surveys and a roll-up of the recipient's commentary.

C-2.5.2.2.6. Samples of quarterly updates made to the CJMHSA TAC website.

C-2.5.2.3. Each Annual Legislative Report shall include all requirements specified in **Section C-1.3.3.** and a supplemental summary discussing:

C-2.5.2.3.1. The Common Program Features and Program models across CJMHSA Reinvestment Grant Program counties.

C-2.5.2.3.2. The results of satisfaction surveys completed by Grantees receiving a formal technical assistance site visit during the previous Fiscal Year.

C-2.5.2.3.3. Recommendations and suggested strategies for further TAC and Reinvestment Grant Program development.

C-2.5.2.3.4. A summary of all technical assistance provided during the previous Fiscal Year.

C-2.5.3. The Provider shall submit quarterly Expenditure Reports documenting the expenditure of funds provided by this Contract, using form CF-MH 1037, Actual Expenses and Revenues Schedule as incorporated in Rule 65E-14.003(1)(c), F.A.C. The expenditure report may be used to negotiate payment in any subsequent Contract renewal, or to amend the current Contract rates.

C-2.5.4. The mere receipt of any report shall not be construed to mean acceptance of the report. The Department reserves the right to reject reports as being incomplete, inadequate, or unacceptable. The Department will notify the Provider, in writing, within five (5) working days of the approval or disapproval of the required reports.

C-2.5.5. The Provider shall provide additional reporting pertaining to the services and activities rendered should the Department determine this to be necessary.

C-3. STANDARD CONTRACT REQUIREMENTS

The Provider will perform all acts required by **Sections 4, 5, 7, 8** and **9** of the Standard Contract.

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EXHIBIT D – DELIVERABLES

D-1. SERVICE UNIT

A service unit is a bundle of three months of any combination of technical assistance Tasks, as specified in **Section C-1.1**, the Information Dissemination Tasks, as specified in **Section C-1.2,** and the Reporting and Analysis Tasks, as specified in **Section C-1.3**.

D-2 SERVICE TARGET

The Provider shall deliver 4 units of quarterly services each Fiscal Year.

D-3. DELIVERABLES

D-3.1. The Provider shall demonstrate satisfactory progress towards each service target in **Section D-2.** through submission of a Quarterly Program Status Report specified in **Section C-2.5.2.1**.

D-3.2. Deliverable due dates are subject to change by mutual agreement between the Provider and the Department, with written approval by the Department. An email communication shall be sufficient documentation of such an approved change.

D-4. MINIMUM PERFORMANCE FOR THE ACCEPTANCE OF DELIVERABLES

D-4.1. The provider shall document technical assistance, as specified in **Section C-1.1.1**., to a minimum of five Applicants each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

D-4-2. The provider shall document a proffer of technical assistance as specified in **Section C-1.1.2.,** to, or a response to technical assistance requests from, a minimum of 50 percent of Grantees each Fiscal Year.

D-4.3. The Provider shall document a minimum of two technical assistance tasks as specified in **Section C-1.1.3**., to the Department each fiscal year during which the Department offers a Reinvestment Grant Program RFA.

D-4.4. The provider shall document a minimum of two programmatic updates on topics contained within the Information Dissemination Tasks in **Section C-1.2.** to the contents of the TAC's website per quarter.

D-4.5. The provider shall document the successful submission of one Annual Legislative Report containing 100% of the reporting elements established in s. 394.659(2), F.S., and **Section C-1.3.3.**, on or before January 1 each year during the term of this Contract.

D-4.6. In the event the Provider fails to achieve the minimum performance measure in **Sections D-4.1. through D-4.5.**, the Department shall apply the provisions of **Section F-3.**

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EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E-1. MINIMUM PERFORMANCE MEASURES

The following annual minimum qualitative performance measures are established pursuant to **Section 2.4.2** and shall be maintained during the term of this Contract.

E-1.1. A minimum of 85% of all satisfaction surveys received in response to on-site technical assistance services shall report those services were "satisfactory" or "better".

E-1.2. The Annual Legislative Report shall contain 100% of the reporting elements identified in **Section C-2.5.2.3.**, as evaluated by SAMH program staff designated by the Director.

E-1.3. A minimum of 95% of all deliverables shall be received by the scheduled due dates.

E-2. Performance Evaluation Methodology

E-1.1. Performance measure **E-1.1.** shall be determined by dividing the total number of completed surveys by the total number of surveys that rated the services as "satisfactory" or "better".

E-1.2. Performance measure **E-1.2.** shall be determined by the elements identified in **Section C-2.5.2.3.** and approved by SAMH program staff designated by the Director.

E-1.3. Performance measure **E-1.3.** is calculated by dividing the total number of deliverables due by the total number of deliverables that are submitted by the scheduled due date.

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EXHIBIT F - METHOD OF PAYMENT

F-1. This is a fixed price fixed fee Contract. The Department will pay the Provider $125,000 each Quarter for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds.

F-2. INVOICE REQUIREMENTS

The Provider shall request payment on a quarterly basis through submission of a properly completed and signed invoice **(Exhibit F1)**. Invoices are due no later than the 15th day of the quarter following each quarter of service provision.

F-3. FINANCIAL CONSEQUENCES

F-3.1. The Department shall approve quarterly payments following receipt of documentation of compliance with the Performance Measures for Acceptance of Deliverables in **Section D-4**.

F-3.2. If the Provider does not meet a performance measure in **Exhibit E**, the Department will reduce the payment due for that quarter by 1 percent of the invoice amount, up to a maximum reduction of 5 percent in any quarter.

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EXHIBIT F1 – INVOICE TEMPLATE

QUARTERLY INVOICE							
Provider Name					Contract No.		
Address					Invoice No.		
Service Period	From:		To:		Federal ID #		
Service Unit Description			# of Units		Rate		Amount Requested

Submit a fully completed Quarterly Program Report as supporting documentation for the above services.

Total Contract Amount	
Total Amount of Previous Payments	
Amount Requested This Invoice	
Contract Balance After This Payment	

CERTIFICATION & APPROVAL

I certify the above to be accurate and in agreement with this agency's records and with the terms of this agency's Contract with the Department. Additionally, I certify that the reports accompanying this invoice are a true and correct reflection of this period's activities, as stipulated by the Contract.

Authorized Name (Print)	Title
Authorized Signature	Date Submitted

DCF CONTRACT MANAGER USE ONLY:		
Date Invoice Received:		
Date Goods/Services Received:		
Date Inspected and Approved:		
Financial Consequences Applied?	Description:	
	Reduction Amount:	
Yes ____ No ____	Approved Payment Amount:	
Approved By:		
Payment Funding Codes:		

ATTACHMENT 1

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

A. MONITORING

In addition to reviews of audits conducted in accordance with 2 Code of Federal Regulations (CFR) §§ 200.500- 200.521 and § 215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by Department staff, agreed-upon procedures engagements as described in 2 CFR § 200.425 or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's inspector general, the state's Chief Financial Officer or the Auditor General.

B. AUDITS

PART I: FEDERAL REQUIREMENTS

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §§ 200.500-200.521.

In the event the recipient expends $750,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§ 200.500-200.521. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $750,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by 2 CFR §§ 200.500-200.521. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§ 200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR § 200.508.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends $500,000 or more ($750,000 or more for fiscal years beginning on or after July 1, 2016) in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than $500,000 (less than $750,000 for fiscal years beginning on or after July 1, 2016) in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 (federal) or 45 (State) days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

C. Contract manager for this contract (1 copy)

D. Department of Children & Families (1 electronic copy and management letter, if issued)

Office of the Inspector General
Single Audit Unit
Building 5, Room 237
1317 Winewood Boulevard
Tallahassee, FL 32399-0700
Email address: HQW.IG.Single.Audit@myflfamilies.com

E. Reporting packages for audits conducted in accordance with 2 CFR Part 200 §§ 200.500-200.521, and required by Part I of this agreement shall be submitted, when required by § 200.512 (d) by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

https://harvester.census.gov/facweb/

and other Federal agencies and pass-through entities in accordance with 2 CFR § 200.512.

F. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
Email address: flaudgen_localgovt@aud.state.fl.us

Providers, when submitting audit report packages to the Department for audits done in accordance with 2 CFR §§ 200.500-200.521, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

ATTACHMENT 2

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

Section 1. Definitions

1.1 Catch-all definitions:

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

1.2 Specific definitions:

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

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

1.2.3. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and

Enforcement Rules at 45 CFR Part 160 and Part 164.

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

Section 2. Obligations and Activities of Business Associate

2.1 Business Associate agrees to:

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

2.1.2 Use appropriate administrative safeguards as set forth at 45 CFR § 164.308, physical safeguards as set forth at 45 CFR § 164.310, and technical safeguards as set forth at 45 CFR § 164.312; including, policies and procedures regarding the protection of PHI and/or ePHI set forth at 45 CFR § 164.316 and the provisions of training on such policies and procedures to applicable employees, independent contractors, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and/or ePHI that the Provider creates, receives, maintains or transmits on behalf of the Department;

2.1.3 Acknowledge that (a) the foregoing safeguards, policies and procedures requirements shall apply to the Business Associate in the same manner that such requirements apply to the Department, and (b) the Business Associate's and their Subcontractors are directly liable under the civil and criminal enforcement provisions set forth at Section 13404 of the HITECH Act and section 45 CFR §§ 164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and any guidance issued by the Secretary of Health and Human Services with respect to such requirements;

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

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

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

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

2.1.8 Provide at Business Associate's own cost notice to affected parties no later than 30 days following the determination of any potential breach of personal or confidential departmental data as provided in section 501.171, F.S.;

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

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

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

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

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

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

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

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

Section 3. Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. Termination

5.1 Termination for Cause

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

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

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

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

5.2 Obligations of Business Associate Upon Termination

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

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

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

5.2.1.3 Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;

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

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

5.2.1.6 The obligations of business associate under this Section shall survive the termination of this Attachment.

Section 6. Miscellaneous

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

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

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

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT NO. LH816
AMENDMENT NO. #0001

Effective the latter of **July 1, 2025,** or the last party signature, the above referenced Contract is amended as follows:

1. CF Standard Contract 2019 is replaced by the attached v24.3; Part 2 of the Contract remains in effect, except as modified herein.

2. Notwithstanding Item 1, the original Effective Date and original signatures remain in effect.

3. **In A-1.1**., "**Section 1.4.1"** is replaced by **"1.6.1.3.".**

4. **A-4.1** and **A-4.2** are amended respectively to read:

A-4.1 The requirements of **4.8.1**. through **4.8.4**. are waived for any Provider or Subcontractor with tort liability subject to §768.28, F.S., and for which evidence of insurance is found at https://myfloridacfo.com/Division/Risk/, or is otherwise insured or self-insured to the same degree as the Department

A-4.2 The indemnification requirements in **4.7.1, 4.7.2, 4.7.4, 4.8.1** through **4.8.4**, and **10.9** do not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

5. In **A-5.,** "**Section 5.5**" is replaced by **"5.4.".**

6. **Exhibit A** is amended to add:

A-10. PROPERTY

There are no additional provisions to this section of the Standard Contract.

A-11. AMENDMENT IMPACT

There are no additional provisions to this section of the Standard Contract.

7. In **C-2.3**., "the **Section 4.3**" is replaced by "**4.6** and **4.7.2.".**

8. **C-3**. is replaced with "**Reserved**".

9. In **E-1**., "**Section 2.4.2**" is replaced by **"2.4.".**

10. **Attachment 1** is replaced with **Attachment 1** as attached.

11. **Attachment 2** is replaced with "**Reserved**".

12. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

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IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

UNIVERSITY OF SOUTH FLORIDA, BOARD OF TRUSTEES		**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Stephanie Rios	**Signature:**	Taylor N. Hatch
Name:	Stephanie Rios	**Name:**	Taylor N. Hatch
Title:	Director, Sponsored Research	**Title:**	Secretary
Date:	8/14/2025 | 6:26 PM EDT	**Date:**	8/15/2025 | 8:13 AM EDT

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STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT

Contract Number:	LH816	**Services:**	☐ Client	☒ Non-Client
ALN Number(s):		**Type:**	☒ Subrecipient	☐ Contractor
CSFA Number(s):	60.115	**Funds:**	☐ Federal	☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families**, (**Department**) and **University of South Florida, Board of Trustees**, (**Provider**). The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to provide technical support, pursuant to s. 394.659, F.S., to Applicants and Grantees participating in the Criminal Justice Mental Health Substance Abuse (CJMHSA) Reinvestment Grant Program , as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **$2,500,000.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **July 1, 2021** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **July 1, 2021** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name:	Research Projects Receivables		
Address:	Post Office Box 86458		
City:	Orlando		
State	FL	Zip:	32886-4568
Phone:		Ext.:	
E-mail:			

1.3.2. Provider: Financial & Administrative Records

Name:	Eric Kern, Director, Sponsored Research		
	University of South Florida Research and Innovation		
Address:	4019 E. Fowler Avenue, Ste. 100		
City:	Tampa		
State:	FL	Zip:	33617-2008
Phone:	(813) 974-6001	Ext.:	
E-mail:	rsch-awards@usf.edu		

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name:	Abby Shockley, MPH/Director
Address:	13301 Bruce B Downs Blvd., MHC

1.3.4. Department: Contract Manager & Primary Point of Contact

Name:	Cacetha Sims
Address:	2415 North Monroe Street, Suite 400

	2615						
City:	Tampa			City:	Tallahassee		
State	FL	Zip:	33612-3807	State:	FL	Zip:	32303-4190
Phone:	(813) 974-2330	Ext.:		Phone:	(850) 717-4250	Ext.:	
E-mail:	ashockley1@usf.edu			E-mail:	Cacetha.Sims@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. **Exhibits A** through **F1**;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. ***Part 1*** *of this Contract, including Standard Contract Definitions, located at:* https://www.myflfamilies.com/general-information/contracted-client-services/library;

1.6.1.4. **Attachments 1** through **1**;

1.6.1.5. *PUR 1000 Form, located at:* https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department

of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs

only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

4.1.1.6.1. The name of the issuing state agency and the applicable office or program;

4.1.1.6.2. Identifying name and number;

4.1.1.6.3. Starting and ending date;

4.1.1.6.4. Total dollar amount;

4.1.1.6.5. Purpose and the types of services provided; and

4.1.1.6.6. Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. **Common Carrier.** If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. **Foreign Countries of Concern Prohibition.** If the Provider has access to an individual's

Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of $100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed $100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. 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.

4.2.4.2. 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.

4.2.4.3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official

and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real

or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by

the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department

declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at:IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

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

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

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

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

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously

worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2**. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

5.1.4. A financial and compliance audit shall be provided to the Department as specified in this Contract.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

5.2.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the

Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

5.3.3.1. Not use or disclose PHI except as permitted or required in by **5.3** or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with

the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were

the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

5.4.3. The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following

completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of $1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this

Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal

law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate 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 the 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; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of $5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: https://www.myflfamilies.com/general-information/contracted-client-services/library.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted

on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: http://www.whistleblowers.gov.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains $10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over $150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "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.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its

subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is $5,000 or more and the normal expected life of which is one year or more. This definition

also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is $25 or more, hardback-covered bound books, the cost or value of which is $250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of $25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

University of South Florida, Board of Trustees		**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	_____	**Signature:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-3102112

Provider Fiscal Year Ending Date: 06/30

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ATTACHMENT 1
FINANCIAL COMPLIANCE

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS

2.1. Part I: Federal Requirements

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 ($1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends $750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than $750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall

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consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit HQW.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: https://www.fac.gov/, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General
Local Government Audits/251
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450
flaudgen_localgovt@aud.state.fl.us.

The Auditor General's website (https://flauditor.gov) provides instructions for filing an electronic copy of a financial reporting package.

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit

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working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
CONTRACT NO. LH816
AMENDMENT NO. 0002

Effective the latter of **June 30, 2026**, or the last party signature, the above referenced Contract is amended as follows:

1. This Contract is renewed through **June 30, 2031**.

2. In **1.1**, **$2,500,000.00** is replaced by **$7,207,583.00**.

3. **A-1.1.2.** and **A-1.1.3.** are amended to read:

A-1.1.2. Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant (CJMHSA) Program, hereinafter referred to as **"Reinvestment Grant Program".**

Pursuant to §394.656, F.S. the CJMHSA Program is established to provide funding to counties which may be used to plan, implement, or expand initiatives that increase public safety, avert increased spending on criminal justice, and improve the accessibility and effectiveness of treatment services for adults and juveniles who have a mental illness, substance abuse disorder, or co-occurring mental health and substance abuse disorders and who are in, or at risk of entering, the criminal or juvenile justice systems.

A-1.1.3. CJMHSA Technical Assistance Center (TAC)

Pursuant to §394.659, F.S., the CJMHSA TAC is established at the Louis de la Parte Florida Mental Health Institute (FMHI) to provide technical assistance and consultation to grant applicants and awardees.

4. **B-1.** is amended to read:

Under this Contract, the Provider shall provide promotion of the Reinvestment Grant Program, technical assistance, best practice resource, and information sharing to Applicants and Grantees funded by the Reinvestment Grant Program.

5. In **B-2.** and **C-2.2.2.**, "abuse" is replaced by "use disorder".

6. The highlighted portions below amend **B-3.4.** The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

The Provider shall notify the Department in writing a minimum of one week prior to making changes in the headquarters location or any changes that will affect the Department's ability to contact the Provider by telephone, facsimile, or email. The Provider may utilize remote staff and virtual workspaces as appropriate to efficiently fulfill its service obligations, provided service quality and accessibility are maintained.

7. **B-3.5.** is amended to add:

B-3.5.6. Program Year 6: 07/01/2026 - 06/30/2027

B-3.5.7. Program Year 7: 07/01/2027 - 06/30/2028

B-3.5.8. Program Year 8: 07/01/2028 - 06/30/2029

B-3.5.9. Program Year 9: 07/01/2029 - 06/30/2030

B-3.5.10. Program Year 10: 07/01/2030 - 06/30/2031

8. In **B-8.**, "$500,000.00 per Fiscal Year and $2,500,000.00" is replaced by "the amount specified in **F-1., Table 2**".

9. Directly above **C-1.1**, insert:

The Provider shall promote Reinvestment Grant opportunities to Florida communities and county planning councils including applicable applicants and provide the following tasks:

10. In **C-1.1.2.4.**, "as part of a planned" is replaced by "for Grantees that identify Sequential Intercept Mapping (SIM) as a priority in their" and the word "priority" after "Survey" is deleted.

11. **C-1.1.2.6.** is amended to add: "The formal visit maybe either on-site (if requested by Grantee) or conducted remotely."

12. In **C-1.1.2.7.**, **C-2.5.2.1.4.**, and **C-2.5.2.2.4.**, "conference calls" is replaced by "webinars".

13. In **C-1.1.3.1.5.**, insert "and dissemination" after the word "Use".

14. **C-1.1.3.1.7.**, is amended to read:

C-1.1.3.1.7. Jail Diversion systems including:

C-1.1.3.1.7.1. Central Receiving Systems

C-1.1.3.1.7.2. Baker Act Programs

C-1.1.3.1.7.3. Marchman Act Programs

15. In **C-1.1.3.1.9**, "and Housing First initiatives" is replaced by **"**and housing programs for the Reinvestment Grant target population."

16. **In C-1.1.3.1.17.**, "conference calls" is replaced with "TA engagements".

17. **In C-1.1.3.1.27.**, "stigma" is replaced with "mental health perspectives".

18. **C-1.1.3.1.29**. is replaced with "Reserved".

19. **C-1.1.3.3.** is replaced with "Reserved".

20. **In C-1.2.2.**, **C-1.3.3.2.**, and **C-1.3.3.4.**, "abuse" is replaced with "use".

21. **In C-2.2.1.**, "tenured" is removed and "abuse" is replaced with "use disorder".

22. The yellow highlighted portion of the table below amends **C-2.5.1.**, **Table 1**. The non-highlighted parts are for illustrative purposes only and are unaffected by this amendment.

Table 1 – Reporting Schedule		
Report Name	**Frequency**	**Report Due Date(s)**
Quarterly Progress Report Quarterly Expenditure Report	Quarterly	15th day of ~~the month following~~ the quarter of program services
Draft Annual Legislative Report	Annually	December 03, 2021 December 02, 2022 December 01, 2023 December 02, 2024 December 01, 2025 December 01, 2026 December 03, 2027 December 01, 2028 December 03, 2029 December 02, 2030
Final Annual Legislative Report	Annually	December 17, 2021 December 16, 2022 December 15, 2023 December 16, 2024 December 15, 2025 December 15, 2026 December 17, 2027 December 15, 2028 December 17, 2029 December 16, 2030
CJMHSA Reinvestment Grant Program Analysis Summary Report	Twice	June 30, 2026 June 30, 2031

23. In **C-2.5.2.1.2.**, "site visit" is replaced with "engagement".

24. In **C-2.5.2.2.2.2.**, "telephonically" is replaced with "remotely".

25. In **C-2.5.2.2.2.3.**, is amended to add: "..., meeting notes and/or a summary report."

26. In **E.1.1.**, "85%" is replaced by "90%".

27. **Exhibits F** and **F1** are replaced in their entirety with the attached **Revised – Exhibit F** and **Revised – Exhibit F1**.

28. All provisions in the Contract and any attachments thereto in conflict with this Amendment are changed to conform with this Amendment. All provisions not in conflict with this Amendment are still in effect and are to be performed at the level specified in the Contract. This Amendment and all its attachments are made a part of the Contract.

IN WITNESS THEREOF, the parties hereto have caused this Amendment executed by their undersigned officials as duly authorized.

UNIVESITY OF SOUTH FLORIDA, BOARD OF TRUSTEES		**STATE OF FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**	
Signature:	Matthew Anderson	**Signature:**	Taylor N. Hatch
Name:	Matthew Anderson	**Name:**	Taylor N. Hatch
Title:	Sr. Assoc VP, USF Research	**Title:**	Secretary
Date:	4/7/2026 | 1:56 PM EDT	**Date:**	4/7/2026 | 2:00 PM EDT

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REVISED EXHIBIT F – METHOD OF PAYMENT

F-1. MINIMUM FINANCIAL SPECIFICATIONS

This is a fixed price (fixed fee) Contract. The Department will pay the Provider for the delivery of service units provided in accordance with the terms and conditions of this Contract, subject to the availability of funds, as specified in **Table 2 – Schedule of Payments**.

TABLE 2 – SCHEDULE OF PAYMENTS					
Original Contract Term Fiscal Years 2021 – 2022 through 2025 - 2026					**$2,500,000.00**
FISCAL YEAR	**SERVICE UNIT**	**UNIT TYPE**	**# of UNITS**	**UNIT RATE**	**TOTAL**
2026 - 2027	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$236,646.75	$946,587.00
2027 - 2028	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$232,571.00	$930,284.00
2028 - 2029	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$234,199.00	$936,796.00
2029 - 2030	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$235,876.00	$943,504.00
2030 - 2031	**D-1.** – Three months of services specified in **C-1.**	Quarterly	4	$237,603.00	$950,412.00
Fiscal Years 2026- 2027 through 2030 - 2031					**$4,707,583.00**
CONTRACT TOTAL					**$7,207,583.00**

F-2. INVOICE REQUIREMENTS

F-2.1. The Provider shall request payment through submission of a properly completed and signed invoice using the template in **Exhibit F1**. Invoices and all supporting documentation are due no later than the 15th day of the quarter following each service period. The Provider shall submit the Quarterly Progress Report specified in **C-2.5.1.** as supporting documentation for each invoice.

F-2.2. The Provider shall submit a Final Invoice for the fiscal year and the Annual Expenditure Report for payment no later than 30 days after the fiscal year ends. Failure to do so will result in a forfeiture of all right to payment and the Department shall not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this Contract may be withheld until the Annual Program Status Report and Annual Expenditure Report are submitted and have been approved by the Department.

F-2.3. The Department will approve the Final Invoice payment for the fiscal year in an amount not to exceed the Provider's actual direct costs attested to in the Annual Expenditure Report.

F-2.3.1. In the event the Final Invoice amount requested exceeds the Annual Expenditure Report amount, the Department shall reduce the approved payment to reconcile to the Annual Expenditure Report amount.

F-2.3.2. In the event the Final Invoice reduction is insufficient to reconcile total payment under this Contract to the actual direct costs attested to in the Annual Expenditure Report, the Department shall

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withhold payment for the Final Invoice and shall request prompt return of the overpayment balance pursuant to **3.5**.

F-3. FINANCIAL CONSEQUENCES

The following financial consequences apply in addition to the Financial Consequences provided in **6.1** of this Contract.

F-3.1. If the Provider does not meet minimum performance measures for the acceptance of deliverables specified in **Exhibits D** and **E**, the Department will reduce the payment due for that invoice period by one percent for each measure up to five percent of the total invoice amount.

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TAB 8. Budget

4.8.1.4 CJMHSA Reinvestment Planning Grant 2026 Budget

4.8.1.4.1 Budget Detail

Salaries:

Matching Funds:

- Hernando County Housing and Supportive Services Director will devote 59 hours at $55.48/hour for a total of $3,273 for the grant period.
- BayCare Behavioral Health, Inc., Hernando, will devote 0.15 in FTE this grant to $6,527 total, for a 12-month period.
- Hernando Community Coalition will devote $2,071 in staff time for a 12-month period.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

Fringe Benefits:

Matching Funds:

- Fringe benefits for the Hernando County Housing and Supportive Services Director include the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%). This equates to 30% of the $55.48 hourly wage or $16.64/hour, for $982 for the grant period.
- Fringe benefits for BayCare Behavioral Health staff total $1,765 and are based on standard organizational benefit rates.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

Equipment:

Matching Funds:

- Hernando Community Coalition will contribute a total of $2,550 for technology and office resources for the grant period.

Grant Activities:

- Tasks 1.1, 1.2, 2.4 (sec. 4.4.4.3 Tables IV and V)

Staff Travel:

Matching Funds:

- Hernando County Government estimates that approximately 690 miles will be traveled by County staff for the 27 planned meetings over the grant period. The current IRS milage rate is $0.725/mile, for $500.00 in estimated Hernando County travel costs
- Hernando Community Coalition estimates staff travel total cost $945 to attend the 27 planned meetings.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, (sec. 4.4.4.3 Tables IV and V)

Supplies:

Matching Funds:

- Hernando Community Coalition has allocated $1,093 for supplies needed for grant period.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.4, 2.5, (sec. 4.4.4.3 Tables IV and V)

Contract Services:

- The CJMHSA Project Coordinator will be a contracted position at a rate of $35.00/hour for 330 hours, for $11,550 for the twelve-month grant period.
- Hernando County Government will contract with a training provider specifically tasked with facility Memorandum of Understanding and data sharing/communication related trainings in maximum amount of $4,000.

Grant Activities:

- Tasks 2.1, 2.2, 2.3,2.4, 2.5, 3.1, 3.1 (sec. 4.4.4.3 Tables V and VI)

Rent and Utilities:

Matching Funds ($840.00) & Grant Activity ($7,260.00):

- Throughout the grant period, 27 meetings are planned, 12 Planning Grant Committee Meetings, 6 Needs Assessment Steering Committee Meetings, 6 Strategic Planning Meetings, 1 Focus Group Meeting and 2 days for the SIM workshop to be conducted. With the room rent cost of $300/per, the total for the grant period is $8,100.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2 (sec. 4.4.4.3 Tables IV and V)

Administrative Costs:

Matching Funds:

- Administrative costs are allocated based upon the pre-determined 10% allowed per the planning grant application of $22,810 for a total of $2,281.

Grant Activities:

- Tasks 1.1, 1.2, 2.1, 2.2, 2.3,2.4, 2.5, 3.1 (sec. 4.4.4.3 Tables IV, V, VI)

4.8.1.4.2 Budget Narrative/Justification

Salaries:

Matching salary contributions demonstrate strong local commitment and interdisciplinary collaboration, which are central to CJMHSA planning efforts.

Hernando County Housing and Supportive Services Director, Veda Ramirez, will dedicate 59 hours over the 12-month period of performance, representing $3,273 as in-kind matching funds. Ms. Ramirez will provide overall leadership and administrative oversight, supervise the contracted CJMHSA Project Coordinator, and lead both the Needs Assessment Steering Committee and Planning Grant Committee. Her role ensures alignment with CJMHSA priorities, including system coordination, diversion planning, and stakeholder engagement.

BayCare Behavioral Health, Inc. will contribute 0.15 FTE, valued at $6,527 as in-kind matching funds. Staff will actively participate in CJMHSA planning activities, including interagency coordination, identification of behavioral health resources, and integration of treatment and recovery supports within the criminal justice continuum.

Hernando Community Coalition will contribute in-kind matching funds of $2,071 in staff time to support stakeholder engagement, data collection, meeting facilitation, and cross-system collaboration among criminal justice, behavioral health, and community partners—activities essential to CJMHSA planning and system mapping.

Fringe Benefits:

Fringe benefits are calculated in accordance with established organizational rates and support personnel contributing to CJMHSA planning activities.

Fringe benefits, representing in-kind matching funds of $982, for Ms. Ramirez at 30% of in-kind salary. This includes the employer portion of payroll taxes (6.65%), employer provided health insurance (13.37%), worker's compensation insurance (.27%), and other benefits provided under an employee sponsored Section 125 Plan (9.71%).

Fringe benefits for BayCare Behavioral Health staff total $1,765, representing in-kind matching funds, and are based on standard organizational benefit rates.

Equipment:

Hernando Community Coalition will contribute an in-kind match of $2,550 in equipment and resources to support CJMHSA planning activities as an in-kind match. These resources include technology and office infrastructure necessary for data analysis, system mapping, and coordination across agencies—key components of CJMHSA-required planning deliverables.

Staff Travel:

Travel funds support participation in required CJMHSA planning meetings and collaborative activities.

Hernando County Government will provide $500 through in-kind match, to support travel for the Housing and Supportive Services Director to attend PSCC meetings, Needs Assessment Steering Committee meetings, and Planning Grant Committee meetings.

Hernando Community Coalition will contribute $945 through in-kind match, to support staff travel for coordination and stakeholder engagement activities. These travel expenses ensure consistent participation from key partners across the criminal justice and behavioral health systems.

Supplies:

Hernando Community Coalition will contribute an in-kind match of $1,093 in supplies to support CJMHSA planning activities, including meeting facilitation, outreach materials, documentation, and strategic planning resources necessary to engage stakeholders and develop a comprehensive plan.

Consultant Services:

Grant funds are being requested for two contacted services. One is for a project coordinator, and the other is for training of Public Safety Coordinating Council (PSCC) members as listed below.

The CJMHSA Project Coordinator's contract will be all-inclusive for $11,550 ($35.00/hour) to provide approximately 330 hours of service over the 12-month grant period. This contract will be to coordinate all planning activities, facilitate stakeholder engagement, ensure progress toward grant objectives, and lead the development of a comprehensive strategic plan aligned with CJMHSA priorities, including diversion, treatment access, and system integration.

Additionally, $4,000 is requested in grant funding to contract with a qualified training provider to deliver specialized training on Memoranda of Understanding (MOUs), data sharing, and interagency communication. These activities directly support CJMHSA goals of improving system coordination and formalizing partnerships across criminal justice and behavioral health systems.

Rent and Utilities:

A total of 27 meetings will be conducted, including Planning Grant Committee meetings, Needs Assessment Steering Committee meetings, Strategic Planning sessions, a focus group, and a two-day Sequential Intercept Model (SIM) workshop facilitated by USF-CJMHSA TAC. These meetings are critical for system mapping, gap analysis, and strategic plan development.

The total cost for meeting space is $8,100 ($300 per daily room rental.). Of this amount, $7,260 is requested from grant funds, and $840 will be contributed as cash matching funds by Hernando Community Coalition.

Administrative Costs:

Administrative costs of $2,281 will be used as in-kind matching funds and are calculated at the allowable 10% rate in accordance with CJMHSA guidelines. These funds support essential grant administration functions, including executive oversight, fiscal management, human resources, information systems, record keeping, and insurance.

4.8.1.4.3 Line-Item Budget

	Grant Funds Requested	Matching Funds and Other In-Kind Contributions	
		Funding	Source of Funds
Salaries:	-	$11,871	Hernando County (in kind); BayCare Behavioral (in kind); Hernando Community Coalition (in kind)
Fringe Benefits:	-	$2,747	Hernando County (in kind); BayCare Behavioral (in kind)
Equipment:	--	$2,550	Hernando Community Coalition (in kind)
Staff Travel:		$1,445	Hernando Community Coalition (Cash & in kind)
Supplies:	--	$1,093	Hernando Community Coalition (in kind)
Building Occupancy:	--	--	
Consultant Services:	$15,550	--	
Consultant Supplies:	-	--	
Rent and Utilities	$7,260	$840	Hernando Community Coalition (Cash)
Subcontracted Services: (Total ALL subcontract services)	--	--	
Administrative Cost:		$2,281	Hernando County (in kind)
Total:	$22,810	$22,827	
Total Project Cost:	$45,637	= Grant Funds Requested + Matching Share	
Match Percentage:	100%	= Match / Total Project Cost	

References

1. Florida Department of Health, *Hernando County Community Health Assessment*, with data derived from the Hernando County Detention Center and WellFlorida Council, 2025.
2. Substance Abuse and Mental Health Services Administration. *Behavioral Health and Criminal Justice System Data.*
3. Bureau of Justice Statistics. *Indicators of Mental Health Problems Reported by Prisoners and Jail Inmates.* U.S. Department of Justice.
4. Florida Department of Law Enforcement. *Uniform Crime Reports (UCR) – County and Municipal Arrest Data; Crime in Florida Annual Reports.* https://www.fdle.state.fl.us/CJAB/UCR/Annual-Reports/UCR-Arrest-Data.aspx
5. National Institute of Justice; National Drug Court Institute, *Painting the Current Picture: A National Report on Drug Courts*; Urban Institute, drug court evaluation studies.
6. Council of State Governments Justice Center. *Substance Addiction and Co-Occurring Disorders in the Justice System.*
7. University of South Florida. *Baker Act Annual Report: Hernando County Data Tables (FY 2020–2025).*
8. Hernando County Sheriff's Office, Detention Center reports. (2026).
9. Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates.*
10. National Institute on Drug Abuse (NIDA). *Criminal Justice DrugFacts.* National Institutes of Health, U.S. Department of Health and Human Services.
11. Bureau of Economic and Business Research, Florida Population Studies, Bulletin 198.
12. U.S. Census Bureau, American Community Survey 5-Year Estimates (2019–2023), Tables S2301 (Employment Status) and S2403 (Industry), Hernando County, Florida.
13. Tampa Bay Regional Planning Council (TBRPC), *State of the Region* Indicators Report (2026).
14. Bureau of Labor Statistics. *Education Pays: Earnings and Unemployment Rates by Educational Attainment.*
15. Florida Department of Health. *FLHealthCHARTS: Educational Attainment Indicators.*
16. Bureau of Justice Statistics. *Jails Report Series: 2024 Preliminary Data Release.* U.S. Department of Justice.
17. Hernando County Sheriff's Office. *Budget and Operational Reports / Inmate Population Data.*
18. Bureau of Justice Statistics (2006). *Mental Health Problems of Prison and Jail Inmates.*
19. *Policy Research Associates, Substance Abuse and Mental Health Services Administration.*
20. Hernando County Sheriff's Office; Federal Bureau of Investigation Crime Data Explorer (NIBRS), 2021–2026 YTD.
21. Florida Department of Health, Florida HealthCHARTS (Incarceration Rates, Hernando County); Florida Department of Corrections, *Recidivism Report* (2017–2019 Cohorts).
22. Hernando County – Fifth Judicial Circuit – Programs & Services - https://www.circuit5.org/courts-judges/hernando-county/programs-services/
23. Bureau of Justice Statistics. *Drug Use, Dependence, and Abuse Among State Prisoners and Jail Inmates, 2007–2009.*

RESOLUTION NO. 2026-079

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AUTHORIZING THE CHAIRMAN'S SIGNATURE ON THE APPLICATION AND OTHER FUNDING-RELATED DOCUMENTS TO THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES UNDER THE CRIMINAL JUSTICE, SUBSTANCE ABUSE, MENTAL HEALTH REINVESTMENT GRANT PROGRAM FOR THE PROPOSED PLANNING GRANT PROJECT; AUTHORIZING THE DIRECTOR OF PROCUREMENT & STRATEGIC INITIATIVES TO SIGN ANY FUTURE DOCUMENTATION REQUIRED; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hernando County ("County") is proposing a project named the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program Planning Grant ("Project") to the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to apply for Project funding through the Florida Department of Children and Families in anticipation of Project approval under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program; and

WHEREAS, the County intends to request $22,810 in funding, subject to an award from the Florida Department of Children and Families under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, the Board of County Commissioners of Hernando County desires to enter into an agreement to participate with the Florida Department of Children and Families for the Project under the Criminal Justice, Mental Health and Substance Abuse Reinvestment Grant Program; and

WHEREAS, in order for the County to enter into and submit such applications and because the application requires the applicant's signature upon submission, the Chairman of the Board of County Commissioners should be authorized to execute designated applications and other funding-related documents as may be requested by the Florida Department of Children and Families.

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

Section 1. Incorporated Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Findings. The Board of County Commissioners of Hernando County, Florida, finds and determines that it is in the best interest of to apply for funding from the Florida Department of Children and Families under the Criminal Justice, Mental Health, Substance Abuse Reinvestment Grant Program for the Planning Grant Project ("Project").

Section 3. Application Authorization. The Chairman is hereby authorized to sign the application on behalf of Hernando County to the Florida Department of Children and Families for funding, as described above, and is further authorized to execute other funding-related documents as may be requested by the Florida Department of Children and Families.

Section 4. Signature Authorization. Following the initial application, the Director of Procurement & Strategic Initiatives is hereby designated as the Authorized Representative to sign and submit any other documentation required by the Florida Department of Children and Families related to this Project. Any such documents will require ratification by the Board of County Commissioners.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

ADOPTED IN REGULAR SESSION THE 28th **DAY OF** April **2026.**

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Vuenke Ojeniga, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Fleet
Prepared By: Lindsey Brown
Initiator: Doug Livermore
DOC ID: 17357
Legal Request Number:
Bid/Contract Number:

TITLE

Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory

RESULT: ADOPTED

FY26 Surplus Vehicles and Equipment									
Asset ID	Plate number	Submitting Department	Year	Description	Serial #	Mileage / Hours	Reason for Action	Reviewed by Grants	BOCC Board mtg date
17769	234447	2261 - Fire Rescue	2012	Ford F250 4x4	1FT7W2B65CEB79539	118,348	meets replacement criteria	Not a grant	04/28/26
22783	N/A	3051 - Road Maintenance	2021	John Deere 333G	1T0333GMAMF396520	1,714	meets replacement criteria	Not a grant	04/28/26
15085	234456	3051 - Road Maintenance	2006	Imperial 6 ton dump trailer	DT6126T24DBL	N/A	meets replacement criteria	Not a grant	04/28/26
22208	N/A	3051 - Road Maintenance	2020	Atmax Mowermax	MMB20032-26	4,097	meets replacement criteria	Not a grant	04/28/26
15112	238612	1352 - Engineering	2006	Radar Trailer	1M9US11136D597072	N/A	meets replacement criteria	Not a grant	04/28/26
20090	TE6326	3081 - Traffic Division	2017	Ford F250 4x4	1FTBF2B64HEE86427	102,114	meets replacement criteria	Not a grant	04/28/26

ASSETS FOR DISPOSAL					
Asset ID	Submitting Department	Description	Serial #	Current Condition	BOCC Board mtg date
14549	Clerk IT	Polycom MGC	110395	broken	4/28/26

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Finance
Prepared By: Joshua Stringfellow
Initiator: Joshua Stringfellow
DOC ID: 17415
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Amending Resolution No. 2026-53, Adopted on March 10, 2026, Authorizing Issuance of Non-Ad Valorem Revenue Bonds, Series 2026, to Finance and Reimburse Costs of Various Capital Improvements Within County and to Pay Costs of Issuing Bonds

RESULT: **ADOPTED**

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AMENDING RESOLUTION NO. 2026-053 ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON MARCH 10, 2026, IN CERTAIN RESPECTS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, and all other applicable laws.

SECTION 2. DEFINITIONS. When used in this Supplemental Resolution, terms defined in the hereinafter defined Bond Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended and defined.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) on March 10, 2026, the Board of County Commissioners of Hernando County, Florida (the "Issuer") adopted Resolution No. 2026-053 (the "Bond Resolution").

(B) pursuant to the Bond Resolution, the Issuer authorized the issuance, in one or more series, of its Hernando County, Florida Non-Ad Valorem Revenue Bonds, Series 2026 (the "Bonds") in the aggregate principal amount of not exceeding $100,000,000 in order to finance costs of various capital improvements within the Issuer, as described in Exhibit A to the Bond Resolution (collectively, the "Project").

(C) the Issuer hereby determines that there are additional capital improvements that should be acquired, constructed and equipped in order to improve and maintain the health, welfare and safety of the inhabitants of the Issuer, as such capital improvements are generally described in Exhibit A hereto, as more particularly described in the plans and specifications on file with the Issuer, as the same may be modified and/or supplemented from time to time (collectively, the "Additional Improvements").

(D) it is necessary and desirable to amend the Bond Resolution in certain respects in order to provide for the financing of Costs of the Additional Improvements with proceeds of the Bonds.

SECTION 4. AUTHORIZATION OF THE ADDITIONAL IMPROVEMENTS; REIMBURSEMENT. The Issuer hereby authorizes the acquisition, construction and equipping of the Additional Improvements and the financing of Costs thereof with proceeds of the Bonds. The Issuer also authorizes the reimbursement of Costs of the Additional Improvements, if any, previously paid or to be paid by the Issuer from moneys on deposit in its general fund, Fleet 503 Internal Service Fund, Fire MSBU funds, EMS MSTU funds, the water and sewer enterprise fund and impact fees funds. It is the intent of the Issuer that this Resolution meets the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section. The Issuer covenants to comply in all respects with the applicable provisions of the Code relating to reimbursement.

SECTION 5. AMENDMENTS TO THE RESOLUTION. (A) In order to increase the not to exceed principal amount of the Bonds that may be issued pursuant to the Bond Resolution, each and every reference to $100,000,000 set forth in the Bond Resolution shall be amended to $112,500,000.

(B) Exhibit A to the Bond Resolution is amended to include the Additional Improvements set forth in Exhibit A attached hereto. Accordingly, the definition of "Project" set forth in the Bond Resolution shall include the Additional Improvements.

SECTION 6. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

SECTION 7. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Bond Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

[Remainder of page intentionally left blank]

SECTION 8. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of April 2026.

HERNANDO COUNTY, FLORIDA

_____
Chairman, Board of County Commissioners

ATTEST:

_____
Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
County Attorney's Office

EXHIBIT A

General Description of the Additional Improvements

The Additional Improvements generally include the following capital improvements as more particularly described in the plans and specifications on file with the Issuer and as the same may be amended and supplemented from time to time:

- Septic to Sewer Conversion District A Phase 1 project
- Three (3) Sutphen heavy duty 75' mid mounted ladder trucks and One (1) Sutphen 2023 G2 fire engine
- Various vehicles and equipment for the Issuer's Fleet Replacement Program

RESOLUTION NO. 2026-080

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA AMENDING RESOLUTION NO. 2026-053 ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS ON MARCH 10, 2026, IN CERTAIN RESPECTS; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Supplemental Resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 125, Florida Statutes, and all other applicable laws.

SECTION 2. DEFINITIONS. When used in this Supplemental Resolution, terms defined in the hereinafter defined Bond Resolution shall have the meanings therein stated, except as such definitions shall be hereinafter amended and defined.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) on March 10, 2026, the Board of County Commissioners of Hernando County, Florida (the "Issuer") adopted Resolution No. 2026-053 (the "Bond Resolution").

(B) pursuant to the Bond Resolution, the Issuer authorized the issuance, in one or more series, of its Hernando County, Florida Non-Ad Valorem Revenue Bonds, Series 2026 (the "Bonds") in the aggregate principal amount of not exceeding $100,000,000 in order to finance costs of various capital improvements within the Issuer, as described in Exhibit A to the Bond Resolution (collectively, the "Project").

(C) the Issuer hereby determines that there are additional capital improvements that should be acquired, constructed and equipped in order to improve and maintain the health, welfare and safety of the inhabitants of the Issuer, as such capital improvements are generally described in Exhibit A hereto, as more particularly described in the plans and specifications on file with the Issuer, as the same may be modified and/or supplemented from time to time (collectively, the "Additional Improvements").

(D) it is necessary and desirable to amend the Bond Resolution in certain respects in order to provide for the financing of Costs of the Additional Improvements with proceeds of the Bonds.

SECTION 4. AUTHORIZATION OF THE ADDITIONAL IMPROVEMENTS; REIMBURSEMENT. The Issuer hereby authorizes the acquisition, construction and equipping of the Additional Improvements and the financing of Costs thereof with proceeds of the Bonds. The Issuer also authorizes the reimbursement of Costs of the Additional Improvements, if any, previously paid or to be paid by the Issuer from moneys on deposit in its general fund, Fleet 503 Internal Service Fund, Fire MSBU funds, EMS MSTU funds, the water and sewer enterprise fund and impact fees funds. It is the intent of the Issuer that this Resolution meets the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section. The Issuer covenants to comply in all respects with the applicable provisions of the Code relating to reimbursement.

SECTION 5. AMENDMENTS TO THE RESOLUTION. (A) In order to increase the not to exceed principal amount of the Bonds that may be issued pursuant to the Bond Resolution, each and every reference to $100,000,000 set forth in the Bond Resolution shall be amended to $112,500,000.

(B) Exhibit A to the Bond Resolution is amended to include the Additional Improvements set forth in Exhibit A attached hereto. Accordingly, the definition of "Project" set forth in the Bond Resolution shall include the Additional Improvements.

SECTION 6. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds.

SECTION 7. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Bond Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

[Remainder of page intentionally left blank]

SECTION 8. EFFECTIVE DATE. This Supplemental Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of April 2026.

HERNANDO COUNTY, FLORIDA

Chairman, Board of County Commissioners

ATTEST:

SEAL

Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney's Office

EXHIBIT A

General Description of the Additional Improvements

The Additional Improvements generally include the following capital improvements as more particularly described in the plans and specifications on file with the Issuer and as the same may be amended and supplemented from time to time:

- Septic to Sewer Conversion District A Phase 1 project
- Three (3) Sutphen heavy duty 75' mid mounted ladder trucks and One (1) Sutphen 2023 G2 fire engine
- Various vehicles and equipment for the Issuer's Fleet Replacement Program

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: HCFRD
Prepared By: Rosalyn Falcon
Initiator: Paul Hasenmeier
DOC ID: 17405
Legal Request Number: 2026-20-5
Bid/Contract Number:

TITLE

Resolution Ratifying Declaration of Temporary Burn Ban Due to Drought Conditions

RESULT: ADOPTED

RESOLUTION NO. 2026-_____

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

WHEREAS, the Board of County Commissioners of Hernando County, Florida ("Board"), adopted Ordinance No. 2025-02, setting forth the procedures to be followed in the event a drought emergency is declared; and

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

WHEREAS, pursuant to Article VI 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;

WHEREAS, based upon these observations and analysis, and pursuant to the authority granted under Ordinance No. 2025-02, the Fire Chief declared a County-wide temporary burn ban effective April 14, 2026;

WHEREAS, the Board may implement the provisions of Ordinance No. 2025-02 and may ratify, modify, or terminate the temporary burn ban provisions by resolution.

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

Section 1. Incorporated Whereas Clauses. The foregoing Whereas clauses are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. Findings. 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 April 14, 2026.

Section 3. Effective Date and Duration. This Resolution shall take effect *nunc pro tunc* to April 14, 2026, and shall remain in full force and effect until the Board determines, by subsequent resolution, that emergency drought conditions no longer exist in the County.

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: Natasha López Perez
County Attorney's Office

RESOLUTION NO. 2026-081

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

WHEREAS, the Board of County Commissioners of Hernando County, Florida ("Board"), adopted Ordinance No. 2025-02, setting forth the procedures to be followed in the event a drought emergency is declared; and

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

WHEREAS, pursuant to Article VI 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;

WHEREAS, based upon these observations and analysis, and pursuant to the authority granted under Ordinance No. 2025-02, the Fire Chief declared a County-wide temporary burn ban effective April 14, 2026;

WHEREAS, the Board may implement the provisions of Ordinance No. 2025-02 and may ratify, modify, or terminate the temporary burn ban provisions by resolution.

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

Section 1. Incorporated Whereas Clauses. The foregoing Whereas clauses are true and correct and are hereby incorporated as if fully set forth herein.

Section 2. Findings. 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 April 14, 2026.

Section 3. Effective Date and Duration. This Resolution shall take effect *nunc pro tunc* to April 14, 2026, and shall remain in full force and effect until the Board determines, by subsequent resolution, that emergency drought conditions no longer exist in the County.

ADOPTED IN REGULAR SESSION THE 28th DAY OF April 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Unenike Quiroga, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Natasha López Perez
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Finance
Prepared By: Joshua Stringfellow
Initiator: Joshua Stringfellow
DOC ID: 17414
Legal Request Number:
Bid/Contract Number:

TITLE

Resolution Regarding Reimbursement of Certain Costs Relating to Acquisition of Vehicles and Equipment for Fleet Replacement Program

RESULT: ADOPTED

RESOLUTION NO. 2026-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE COUNTY'S FLEET REPLACEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hernando County, Florida (the "County") has incurred and/or expects to incur various costs in relation to the acquisition of various vehicles and equipment for the County's Fleet Replacement Program, including but not limited to the vehicles listed on Exhibit A hereto, and as more particularly described in the plans and specifications on file with the County (the "Project"); and

WHEREAS, the County has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

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

SECTION 1. It is the intent of the County to reimburse various costs and expenditures relating to the acquisition and equipping, as applicable, of the Project. The County has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from funds on deposit in its Fleet 503 Internal Service Fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $5,200,000 aggregate principal amount. It is currently the intention of the County to principally secure such tax-exempt debt with a covenant to budget and appropriate legally available non-ad valorem revenues or by a pledge of and lien upon certain non-ad valorem revenues of the County. The expenditures to be reimbursed shall be consistent with the County's budgetary and financial policy as being the types of expenditures which shall be paid on a long-term basis.

SECTION 2. The County shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the County, including making this Resolution available for public inspection.

SECTION 3. It is the intent of the County that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 28th day of April 2026.

HERNANDO COUNTY, FLORIDA

(SEAL)

_____
Chairman, Board of County Commissioners

ATTEST:

_____
Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of
County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
County Attorney's Office

EXHIBIT A

GENERAL DESCRIPTION OF THE PROJECT

DEPT	DEPT NAME	Equip ID	Description	PO#
1352	DPW Engineering	19461	F150 crew cab 4x4 long bed	26000225
1463	Waterways	20043	Explorer	26000333
1463	Waterways	new	F350	26000333
1531	Code Enforcement	19478	F150 4x4 (no backup alarm)	26000218
1531	Code Enforcement	new	F150 4x4 (no backup alarm)	26000218
1701	Facilities	19481	F250 crew cab 4x4	26000331
1701	Facilities	19483	F250 crew cab 4x4	26000331
2261	Fire	new	F250 crew cab 4x4	26000342
2261	Fire	new	Explorer	26000342
2261	Fire	19442	transit van	26000342
2261	Fire	20005	F150 crew cab 4x4	26000342
2261	Fire	20084	F350 dually w/ flatbed	26000342
2491	EMS	19438	F150 crew cab 4x4	26000341
2491	EMS	19437	F150 crew cab 4x4	26000341
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2811	Tourism	20057	Explorer	26000227
3051	Road Maintenance	9490	GP25N, LPG	26000369
3051	Road Maintenance	20009	12yd dump	26000301
3051	Road Maintenance	21350	F150 crew cab 4x4	26000332
3051	Road Maintenance	21353	F150 ext cab 4x4	26000332
3051	Road Maintenance	21358	12yd dump	26000301
3051	Road Maintenance	21359	12yd dump	26000301
3051	Road Maintenance	21410	large chipper body/man lift/working platform	26000301
3051	Road Maintenance	22153	Jaraff trimmer	out to bid
3051	Road Maintenance	22208	Mantis	26000348
3051	Road Maintenance	22237	5115M	26000350
3051	Road Maintenance	22790	10' batwing/air bags	26000350
3081	Traffic Control	20090	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	21351	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21352	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21394	F250 ext cab 4x4 utility body/back light/tow	26000337
3081	Traffic Control	new	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	20077	F550 4x4	25000293
3302	Mosquito Control	new	F250 w/ flatbed	26000335
3302	Mosquito Control	19477	F150 ext cab 4x2	26000335

3302	Mosquito Control	19487	F150 ext cab 4x2	26000335
3302	Mosquito Control	21382	F250 crew cab 4x4	26000335
3711	Housing Services	new	Sienna	26000336
4441	Parks	19449	5105M	26000221
4601	Library	19465	Explorer	26000338
7602	Solid Waste	new	15' bat wing	26000419
8021	Fleet	19440	forklift	26000369
8021	Fleet	19419	F150 4x4	26000340
1352	DPW Engineering	19461	F150 crew cab 4x4 long bed	26000225
1463	Waterways	20043	Explorer	26000333
1463	Waterways	new	F350	26000333
1531	Code Enforcement	19478	F150 4x4 (no backup alarm)	26000218
1531	Code Enforcement	new	F150 4x4 (no backup alarm)	26000218
1701	Facilities	19481	F250 crew cab 4x4	26000331
1701	Facilities	19483	F250 crew cab 4x4	26000331
2261	Fire	new	F250 crew cab 4x4	26000342
2261	Fire	new	Explorer	26000342
2261	Fire	19442	transit van	26000342
2261	Fire	20005	F150 crew cab 4x4	26000342
2261	Fire	20084	F350 dually w/ flatbed	26000342
2491	EMS	19438	F150 crew cab 4x4	26000341
2491	EMS	19437	F150 crew cab 4x4	26000341
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2811	Tourism	20057	Explorer	26000227
3051	Road Maintenance	9490	GP25N, LPG	26000369
3051	Road Maintenance	20009	12yd dump	26000301
3051	Road Maintenance	21350	F150 crew cab 4x4	26000332
3051	Road Maintenance	21353	F150 ext cab 4x4	26000332
3051	Road Maintenance	21358	12yd dump	26000301
3051	Road Maintenance	21359	12yd dump	26000301
3051	Road Maintenance	21410	large chipper body/man lift/working platform	26000301
3051	Road Maintenance	22153	Jaraff trimmer	out to bid
3051	Road Maintenance	22208	Mantis	26000348
3051	Road Maintenance	22237	5115M	26000350
3051	Road Maintenance	22790	10' batwing air bays	26000350
3081	Traffic Control	20090	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	21351	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21352	F350 crew cab 4x4/long bed/toolbox/back light	26000337

3081	Traffic Control	21394	F250 ext cab 4x4 utility body/back light/tow	26000337
3081	Traffic Control	new	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	20077	F550 4x4	25000293
3302	Mosquito Control	new	F250 w/ flatbed	26000335
3302	Mosquito Control	19477	F150 ext cab 4x2	26000335
3302	Mosquito Control	19487	F150 ext cab 4x2	26000335
3302	Mosquito Control	21382	F250 crew cab 4x4	26000335
3711	Housing Services	new	Sienna	26000336
4441	Parks	19449	5105M	26000221
4601	Library	19465	Explorer	26000338
7602	Solid Waste	new	15' bat wing	26000419
8021	Fleet	19440	forklift	26000369
8021	Fleet	19419	F150 4x4	26000340

RESOLUTION NO. 2026-082

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE COUNTY'S FLEET REPLACEMENT PROGRAM; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hernando County, Florida (the "County") has incurred and/or expects to incur various costs in relation to the acquisition of various vehicles and equipment for the County's Fleet Replacement Program, including but not limited to the vehicles listed on Exhibit A hereto, and as more particularly described in the plans and specifications on file with the County (the "Project"); and

WHEREAS, the County has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

WHEREAS, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

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

SECTION 1. It is the intent of the County to reimburse various costs and expenditures relating to the acquisition and equipping, as applicable, of the Project. The County has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from funds on deposit in its Fleet 503 Internal Service Fund. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed $5,200,000 aggregate principal amount. It is currently the intention of the County to principally secure such tax-exempt debt with a covenant to budget and appropriate legally available non-ad valorem revenues or by a pledge of and lien upon certain non-ad valorem revenues of the County. The expenditures to be reimbursed shall be consistent with the County's budgetary and financial policy as being the types of expenditures which shall be paid on a long-term basis.

SECTION 2. The County shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the County, including making this Resolution available for public inspection.

SECTION 3. It is the intent of the County that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED this 28th day of April 2026.

(SEAL)

HERNANDO COUNTY, FLORIDA

Chairman, Board of County Commissioners

ATTEST:

Clerk of the Circuit Court and
Ex-Officio Clerk of the Board of
County Commissioners

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

County Attorney's Office

EXHIBIT A

GENERAL DESCRIPTION OF THE PROJECT

DEPT	DEPT NAME	Equip ID	Description	PO#
1352	DPW Engineering	19461	F150 crew cab 4x4 long bed	26000225
1463	Waterways	20043	Explorer	26000333
1463	Waterways	new	F350	26000333
1531	Code Enforcement	19478	F150 4x4 (no backup alarm)	26000218
1531	Code Enforcement	new	F150 4x4 (no backup alarm)	26000218
1701	Facilities	19481	F250 crew cab 4x4	26000331
1701	Facilities	19483	F250 crew cab 4x4	26000331
2261	Fire	new	F250 crew cab 4x4	26000342
2261	Fire	new	Explorer	26000342
2261	Fire	19442	transit van	26000342
2261	Fire	20005	F150 crew cab 4x4	26000342
2261	Fire	20084	F350 dually w/ flatbed	26000342
2491	EMS	19438	F150 crew cab 4x4	26000341
2491	EMS	19437	F150 crew cab 4x4	26000341
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2811	Tourism	20057	Explorer	26000227
3051	Road Maintenance	9490	GP25N, LPG	26000369
3051	Road Maintenance	20009	12yd dump	26000301
3051	Road Maintenance	21350	F150 crew cab 4x4	26000332
3051	Road Maintenance	21353	F150 ext cab 4x4	26000332
3051	Road Maintenance	21358	12yd dump	26000301
3051	Road Maintenance	21359	12yd dump	26000301
3051	Road Maintenance	21410	large chipper body/man lift/working platform	26000301
3051	Road Maintenance	22153	Jaraff trimmer	out to bid
3051	Road Maintenance	22208	Mantis	26000348
3051	Road Maintenance	22237	5115M	26000350
3051	Road Maintenance	22790	10' batwing/air bags	26000350
3081	Traffic Control	20090	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	21351	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21352	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21394	F250 ext cab 4x4 utility body/back light/tow	26000337
3081	Traffic Control	new	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	20077	F550 4x4	25000293
3302	Mosquito Control	new	F250 w/ flatbed	26000335
3302	Mosquito Control	19477	F150 ext cab 4x2	26000335

3302	Mosquito Control	19487	F150 ext cab 4x2	26000335
3302	Mosquito Control	21382	F250 crew cab 4x4	26000335
3711	Housing Services	new	Sienna	26000336
4441	Parks	19449	5105M	26000221
4601	Library	19465	Explorer	26000338
7602	Solid Waste	new	15' bat wing	26000419
8021	Fleet	19440	forklift	26000369
8021	Fleet	19419	F150 4x4	26000340
1352	DPW Engineering	19461	F150 crew cab 4x4 long bed	26000225
1463	Waterways	20043	Explorer	26000333
1463	Waterways	new	F350	26000333
1531	Code Enforcement	19478	F150 4x4 (no backup alarm)	26000218
1531	Code Enforcement	new	F150 4x4 (no backup alarm)	26000218
1701	Facilities	19481	F250 crew cab 4x4	26000331
1701	Facilities	19483	F250 crew cab 4x4	26000331
2261	Fire	new	F250 crew cab 4x4	26000342
2261	Fire	new	Explorer	26000342
2261	Fire	19442	transit van	26000342
2261	Fire	20005	F150 crew cab 4x4	26000342
2261	Fire	20084	F350 dually w/ flatbed	26000342
2491	EMS	19438	F150 crew cab 4x4	26000341
2491	EMS	19437	F150 crew cab 4x4	26000341
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2491	EMS	new	medic	25000219
2811	Tourism	20057	Explorer	26000227
3051	Road Maintenance	9490	GP25N, LPG	26000369
3051	Road Maintenance	20009	12yd dump	26000301
3051	Road Maintenance	21350	F150 crew cab 4x4	26000332
3051	Road Maintenance	21353	F150 ext cab 4x4	26000332
3051	Road Maintenance	21358	12yd dump	26000301
3051	Road Maintenance	21359	12yd dump	26000301
3051	Road Maintenance	21410	large chipper body/man lift/working platform	26000301
3051	Road Maintenance	22153	Jaraff trimmer	out to bid
3051	Road Maintenance	22208	Mantis	26000348
3051	Road Maintenance	22237	5115M	26000350
3051	Road Maintenance	22790	10' batwing/air bags	26000350
3081	Traffic Control	20090	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	21351	F350 crew cab 4x4/long bed/toolbox/back light	26000337
3081	Traffic Control	21352	F350 crew cab 4x4/long bed/toolbox/back light	26000337

3081	Traffic Control	21394	F250 ext cab 4x4 utility body/back light/tow	26000337
3081	Traffic Control	new	F250 reg cab 4x4 long bed/toolbox/strobes	26000337
3081	Traffic Control	20077	F550 4x4	25000293
3302	Mosquito Control	new	F250 w/ flatbed	26000335
3302	Mosquito Control	19477	F150 ext cab 4x2	26000335
3302	Mosquito Control	19487	F150 ext cab 4x2	26000335
3302	Mosquito Control	21382	F250 crew cab 4x4	26000335
3711	Housing Services	new	Sienna	26000336
4441	Parks	19449	5105M	26000221
4601	Library	19465	Explorer	26000338
7602	Solid Waste	new	15' bat wing	26000419
8021	Fleet	19440	forklift	26000369
8021	Fleet	19419	F150 4x4	26000340

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Landfill
Prepared By: Aliza Torres
Initiator: Grace Sheppard
DOC ID: 17338
Legal Request Number: 2026 171 1 , 2026 154 1
Bid/Contract Number:

TITLE

Various Satisfactions of Interim Disposal Special Assessment Liens

RESULT: ADOPTED

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$822.38** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated July 30, 2024, and recorded in Official Record Book 4454, Page 1737, of the Public Records of Hernando County, Florida, against the following described real property:

67 RAIN LILY AVENUE
LOT 173,VERANO PHASE 1, HERNANDO COUNTY, FLORIDA
PARCEL ID – R32 223 18 3742 0000 1730, KEY – 1803560

Owner's name (on lien): **ALEX NICHOLAS RAPPAPORT**
Mailing address: 67 RAIN LILY AVE
SPRING HILL, FLORIDA 34609-6630

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, 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: Jon Jouben
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)

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

HERNANDO COUNTY CODE ENFORCEMENT
773 PROVIDENCE BLVD
BROOKSVILLE, FL 34601-2893
PHONE (352) 754-4056

R E C E I P T

KEY: 1803560 REFERENCE: 345475 PARCEL: R32 223 18 3742 0000 1730
LOC: LEGAL: VERANO PHASE I
OWNER: RAPPAPORT ALEX N LOT 173

DESCRIPTION	AMOUNT
LIEN AMOUNT	704.90
LIEN INTEREST	117.48

TOTAL CHARGE: 822.38 PAYMENT TYPE: FULL
RCPT# 0002621780 CASH: CHECK: $822.38
BATCH #: 032326AT CREDIT CARD:
DATE: 03/23/26 PAID BY: alex rappaport
FOR: alex rappaport

INSTR #2024048379 BK: 4454 PG: 1737 Page 1 of 1
FILED & RECORDED 8/8/2024 10:28 AM ALD Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

INTERIM DISPOSAL SPECIAL ASSESSMENT LIEN

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 15470 Flight Path Dr., Brooksville, FL 34604, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $704.90, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment, and levy of a lien in the amount of such assessment against the property specially benefited, and the subject property described herein has been determined as having been specially benefited.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established, and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

67 RAIN LILY AVENUE, KEY #1803560
LOT 173 VERANO PHASE 1
HERNANDO COUNTY, FLORIDA

Owner's name: ALEX NICHOLAS RAPPAPORT
Mailing address: 67 RAIN LILY AVE
SPRING HILL, FL 34609-6630

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the statutory rate from _____, 2024, until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 30th day of July, 2024.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Elizabeth Narverud, Chairperson

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA SEAL

ATTEST:

Heidi Kurpe, Deputy Clerk
Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: Victoria Anderson
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 30th day of July, 2024, by Elizabeth Narverud, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Colleen Conko
(Signature of person taking acknowledgment)

Colleen Conko
Name typed, printed, or stamped)

Notary HH281269
(Title or rank) (Serial number, if any)

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 27, 2026
Bonded through National Notary Assn.

Prepared By, Return To, and Payable at: Hernando Co. Solid Waste & Recycling Department, 14450 Landfill Road, Brooksville, FL 34614

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$222.51** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated September 23, 2025, and recorded in Official Record Book 4614, Page 870, of the Public Records of Hernando County, Florida, against the following described real property:

5556 CORAL REEF CT
SUNSET LANDING, LOT 25, HERNANDO COUNTY, FLORIDA
PARCEL ID: R04 223 18 3632 0000 0250; KEY NO.: 1798013

Owner's name (on lien): **KRYSTAL NAOMI MARTINEZ**

Mailing address: 5556 CORAL REEF CT
SPRING HILL, FL 34609-1507

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, 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: Natasha López Perez
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)

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

HERNANDO COUNTY CODE ENFORCEMENT
773 PROVIDENCE BLVD
BROOKSVILLE, FL 34601-2893
PHONE (352) 754-4056

R E C E I P T

KEY: 1798013 REFERENCE: 346460 PARCEL: R04 223 18 3632 0000 0250
LOC: LEGAL: SUNSET LANDING
OWNER: MARTINEZ KRYSTAL NAOMI LOT 25

DESCRIPTION	AMOUNT
LIEN AMOUNT	211.91
LIEN INTEREST	10.60

TOTAL CHARGE: 222.51 PAYMENT TYPE: FULL
RCPT# 0002621779 CASH: CHECK: $222.51
BATCH #: 031626at CREDIT CARD:
DATE: 03/16/26 PAID BY: Krystal Martinez
FOR: Krystal Martinez

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

INSTR #2025066975 BK: 4614 PG: 870 Page 1 of 1
FILED & RECORDED 9/25/2025 10:23 AM ALD Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 15470 Flight Path Dr., Brooksville, FL 34604, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $211.91, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment, and levy of a lien in the amount of such assessment against the property specially benefited, and the subject property described herein has been determined as having been specially benefited.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established, and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

5556 CORAL REEF CT
SUNSET LANDING LOT 25 HERNANDO COUNTY, FLORIDA
PARCEL ID: R04 223 18 3632 0000 0250; KEY NO. 1798013

Owner's name: KRYSTAL NAOMI MARTINEZ

Mailing address: 5556 CORAL REEF CT
SPRING HILL, FL 34609-1507

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the statutory rate from _____, 2025, until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 23rd day of September 2025.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Brian Hawkins, Chairman

SEAL

ATTEST:

Heidi Brase, D.C.
Doug Chorvat, Jr., Clerk of the Circuit Court

Approved for Form and Legal Sufficiency:

By: _____
County Attorney's Office

COLLEEN CONKO
Notary Public - State of Florida
Commission # HH 281269
My Comm. Expires Jun 17, 2026
Bonded through National Notary Assn.

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025, by Brian Hawkins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Colleen Conko
(Signature of person taking acknowledgment)

Colleen Conko
Name typed, printed, or stamped)

Notary
(Title or rank)

HH 281269
(Serial number, if any)

Prepared By, Return To, and Payable at: Hernando Co. Solid Waste & Recycling Department, 14450 Landfill Road, Brooksville, FL 34614

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$189.18** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated September 23, 2025, and recorded in Official Record Book 4614, Page 872, of the Public Records of Hernando County, Florida, against the following described real property:

7327 ROME LANE
WATERFORD PHASE 2, LOT 120, HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3782 0000 1200; KEY NO.: 1814549

Owner's name (on lien): **KEVAL PRAMODKUMAR RAY, PRAMODKUMAR PARSOTTAMDAS RAY**, and **ALKABAHEN PRAMODKUMAR RAY**

Mailing address: 7327 ROME LN
BROOKSVILLE, FL 34613

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, 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: Natasha López Perez
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)

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

HERNANDO COUNTY CODE ENFORCEMENT
773 PROVIDENCE BLVD
BROOKSVILLE, FL 34601-2893
PHONE (352) 754-4056

R E C E I P T

KEY: 1814549 REFERENCE: 346462 PARCEL: R30 222 18 3782 0000 1200
LOC: LEGAL: WATERFORD PHASE 2
OWNER: RAY KEVAL PRAMODKUMAR LOT 120

DESCRIPTION	AMOUNT
LIEN AMOUNT	180.17
LIEN INTEREST	9.01

TOTAL CHARGE: 189.18 PAYMENT TYPE: FULL
RCPT# 0002621778 CASH: CHECK: $189.18
BATCH #: 031126 CREDIT CARD:
DATE: 03/11/26 PAID BY: ray keval pramodkumar
FOR: ray keval pramodkumar

INTERIM DISPOSAL
SPECIAL ASSESSMENT LIEN

INSTR #2025066977 BK: 4614 PG: 872 Page 1 of 1
FILED & RECORDED 9/25/2025 10:23 AM ALD Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

-For Recording Use Only Above Line-

This Interim Disposal Special Assessment Lien is hereby created, established and levied as provided by ordinance, and this Notice effective as of the date set forth below, having been brought before and acted upon by the Board of County Commissioners of Hernando County, a political subdivision of the State of Florida ("County"), whose address is 15470 Flight Path Dr., Brooksville, FL 34604, pursuant to the Hernando County Code of Ordinances, Chapter 14, Sec. 14-64.26, and Chapter 125, Florida Statutes:

WHEREAS, County has determined that an Interim Disposal Special Assessment in the amount of $180.17, as provided for by Hernando County Code, assessed against the subject property legally described below has not been paid as required by said Code; and,

WHEREAS, Hernando County Code Sec. 14-64.26 provides for the creation, establishment, and levy of a lien in the amount of such assessment against the property specially benefited, and the subject property described herein has been determined as having been specially benefited.

NOW THEREFORE, IT IS HEREBY ORDERED, upon this matter coming before the Hernando County Board of County Commissioners and in consideration of the special benefit to the subject property described herein, there is hereby created, established, and levied by operation of law, running from the thirty-first (31st) day from the date set forth below, a lien upon the following described real property situated and lying in Hernando County, Florida, to wit:

7327 ROME LANE, WATERFORD PHASE 2 LOT 120 HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3782 0000 1200; KEY NO. 1814549

Owner's name:	KEVAL PRAMODKUMAR RAY, PRAMODKUMAR PARSOTTAMDAS RAY, and ALKABAHEN PRAMODKUMAR RAY
Mailing address:	7327 ROME LN BROOKSVILLE, FL 34613

Said lien may be foreclosed by County pursuant to Hernando County Code and in accordance with the procedure set forth in general law or may be enforced in any other manner allowed by law.

Said lien shall bear interest at the statutory rate from _____, 2025, until paid in full.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 23rd day of September 2025.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Brian Hawkins, Chairman

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY FLORIDA SEAL

ATTEST:

Jedi Prause, D.C.
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

COLLEEN CONKO Notary Public - State of Florida Commission # HH 281269 My Comm. Expires Jun 27, 2026 Bonded through National Notary Assn.

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of September, 2025, by Brian Hawkins, Chairperson of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Colleen Conko
(Signature of person taking acknowledgment)

Colleen Conko
Name typed, printed, or stamped)

Notary HH281269
(Title or rank) (Serial number, if any)

Prepared By, Return To, and Payable at: Hernando Co. Solid Waste & Recycling Department, 14450 Landfill Road, Brooksville, FL 34614

INSTR #2026028156 BK: 4701 PG: 207 Page 1 of 1
FILED & RECORDED 4/30/2026 8:42 AM LS Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$822.38** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated July 30, 2024, and recorded in Official Record Book 4454, Page 1737, of the Public Records of Hernando County, Florida, against the following described real property:

67 RAIN LILY AVENUE
LOT 173,VERANO PHASE 1, HERNANDO COUNTY, FLORIDA
PARCEL ID – R32 223 18 3742 0000 1730, KEY – 1803560

Owner's name (on lien): **ALEX NICHOLAS RAPPAPORT**
Mailing address: 67 RAIN LILY AVE
SPRING HILL, FLORIDA 34609-6630

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 28th day of April, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

ATTEST:

Douglas A. Chorvat Jr., Clerk of 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 28 day of April, 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)

Jessica Wright
(Name typed, printed or stamped)

Executive Office Manager
(Title)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

INSTR #2026028154 BK: 4701 PG: 205 Page 1 of 1
FILED & RECORDED 4/30/2026 8:42 AM LS Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$222.51** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated September 23, 2025, and recorded in Official Record Book 4614, Page 870, of the Public Records of Hernando County, Florida, against the following described real property:

5556 CORAL REEF CT
SUNSET LANDING, LOT 25, HERNANDO COUNTY, FLORIDA
PARCEL ID: R04 223 18 3632 0000 0250; KEY NO.: 1798013

Owner's name (on lien): **KRYSTAL NAOMI MARTINEZ**

Mailing address: 5556 CORAL REEF CT
SPRING HILL, FL 34609-1507

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 28 day of April, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

SEAL

ATTEST:

Douglas A. Chorvat Jr., Clerk of Circuit Court

Approved for Form and Legal Sufficiency:

By: Natasha López Perez
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 28 day of April, 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)

Jessica Wright
(Name typed, printed or stamped)

Executive Office Manager
(Title)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

INSTR #2026028155 BK: 4701 PG: 206 Page 1 of 1
FILED & RECORDED 4/30/2026 8:42 AM LS Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $10.00

SATISFACTION OF LIEN

-For Recording Use Only Above Line-

WITNESSETH THAT, the lien in the sum of **$189.18** (lien filed plus interest) filed by the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS dated September 23, 2025, and recorded in Official Record Book 4614, Page 872, of the Public Records of Hernando County, Florida, against the following described real property:

7327 ROME LANE
WATERFORD PHASE 2, LOT 120, HERNANDO COUNTY, FLORIDA
PARCEL ID: R30 222 18 3782 0000 1200; KEY NO.: 1814549

Owner's name (on lien): **KEVAL PRAMODKUMAR RAY, PRAMODKUMAR PARSOTTAMDAS RAY,** and **ALKABAHEN PRAMODKUMAR RAY**

Mailing address: 7327 ROME LN
BROOKSVILLE, FL 34613

has been satisfied in full, and the Hernando County Board of County Commissioners hereby releases its lien as to the whole of the above-described real property, and consents that the same be discharged of record.

IN WITNESS WHEREOF, Hernando County has set its hand and seal this 28th day of April, 2026.

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Jerry Campbell, Chairman

SEAL

ATTEST:

Douglas A. Chorvat Jr., Clerk of Circuit Court

Approved for Form and Legal Sufficiency:
By: Natasha López Perez
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 28 day of April, 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.

Jessica Wright
(Signature of person taking acknowledgment)

Jessica Wright
(Name typed, printed or stamped)

Executive Office Manager
(Title)

JESSICA WRIGHT
Notary Public - State of Florida
Commission # HH 720462
My Comm. Expires Dec 12, 2029
Bonded through National Notary Assn.

Prepared By & Return To: Hernando County Utilities Dept., Solid Waste Division, 14450 Landfill Road, Brooksville FL 34614

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 17359
Legal Request Number:
Bid/Contract Number:

TITLE

Transmittal of Rabies Surveillance Quarterly Summary Report for January 1, 2026, Through March 31, 2026

Department of Health in Hernando County
Environmental Health
2026 Rabies Surveillance Program Summary

Quarter	Months	Dogs	Cats	Other	Total Reports per Quarter	"Heads" Sent for Testing	Positive Results
1st Qtr	January 1 thru March 31	78	34	9		13	0
2nd Qtr	April 1 thru June 30						
3rd Qtr	July 1 thru September 30						
4th Qtr	October 1 thru December 31						
	Year-to-Date Animal Bites	78	34	9	121	13	0

Breakdown of "Other" Animal Type - 1st Quarter			
Bat	1	Horse	
Chinchilla		Monkey	
Cow		Pig	
Cougar		Raccoon	5
Coyote		Squirrel	
Donkey		Wild Boar	
Ferret		Unknown	3
Fox		Goat	
Rabbit		**Total "Other"**	9

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Natural Resources
Prepared By: Carla Burrmann
Initiator: Carla Burrmann
DOC ID: 17351
Legal Request Number:
Bid/Contract Number:

TITLE

Weeki Wachee River Submerged Aquatic Vegetation Restoration Project Maintenance Reports for Months Seven and Eight

Weeki Wachee River SAV Restoration Project

Month 7 Maintenance Report

FDEP PERMIT NUMBER: 27-0192455-004-EI

USACE PERMIT NUMBER: SAJ-2019-01203

Prepared On:
January 5th, 2026

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 seventh monthly maintenance event for the Weeki Wachee River SAV Restoration Project was performed on December 17th, 2025.

Tasks Accomplished

1. Monitored Plant Growth and Survival

2. Removed biofouling from the GrowSAV™ Herbivory Exclusion Devices

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.

Notes and Event Summary

Month 7 Maintenance and Monitoring Event

The seventh monthly maintenance event for the Weeki Wachee River SAV Restoration Project occurred on December 17th, 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.

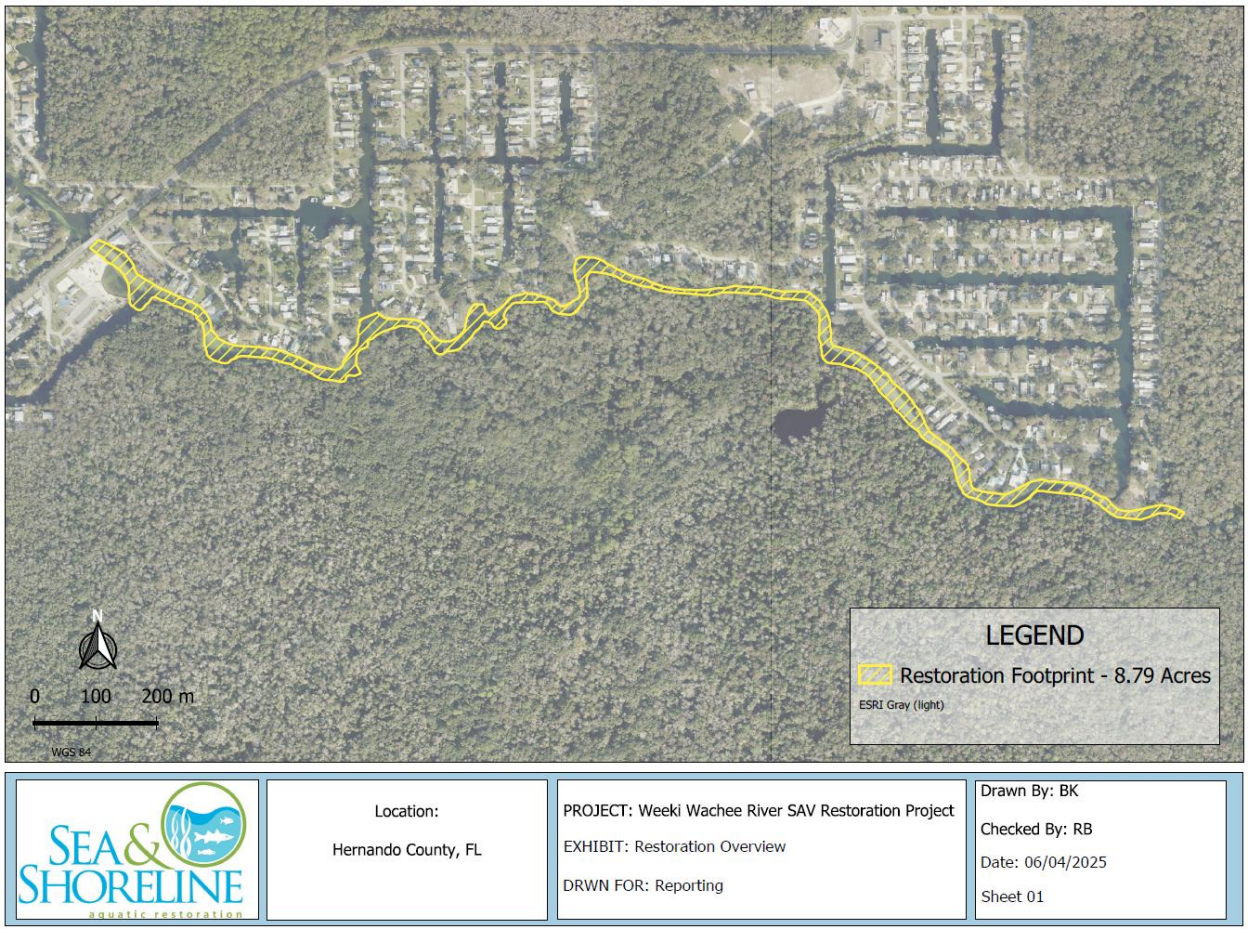
It is estimated that *V. neotropicalis* is now present in 118/132 (89%) of the GrowSAV™ Herbivory Exclusion Devices, with coverages ranging from 0.5 to 4 on the Braun-Blanquet coverage scale (<5% - 75%). The blade height of protected units varies from 10 cm to 80 cm, with most units extending well beyond the top of their associated device. Slight decreases in canopy height were noted during this event, which is expected during the winter season with lower water levels and shorter days. 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**). Supplemental planting units installed the previous month at site 5 were observed in approximately 50% of the GrowSAV™ Devices. Protected units were covered by approximately 5-7 cm of settled sediment and were only revealed once this sediment was gently brushed away (**Figure 7**).

Unprotected planting units remain short but are continuing to laterally expand throughout the deeper portions of the river (**Figures 4 & 5**). The canopy height of unprotected units remains unchanged, ranging from 2-15 cm. Unprotected units were observed at coverages of 0.5 to 3 on the Braun-Blanquet coverage scale (<5% - 50%). It was also noted that unprotected units are becoming uprooted in certain areas, likely due to the strong currents and sediment transport that the Weeki Wachee River experiences. Specifically, **Figures 9 and 10** show the formation of two steep slopes observed during the seventh maintenance event, where the roots of planting units have become exposed. These figures demonstrate the loss of plant life that the steady erosion has caused.

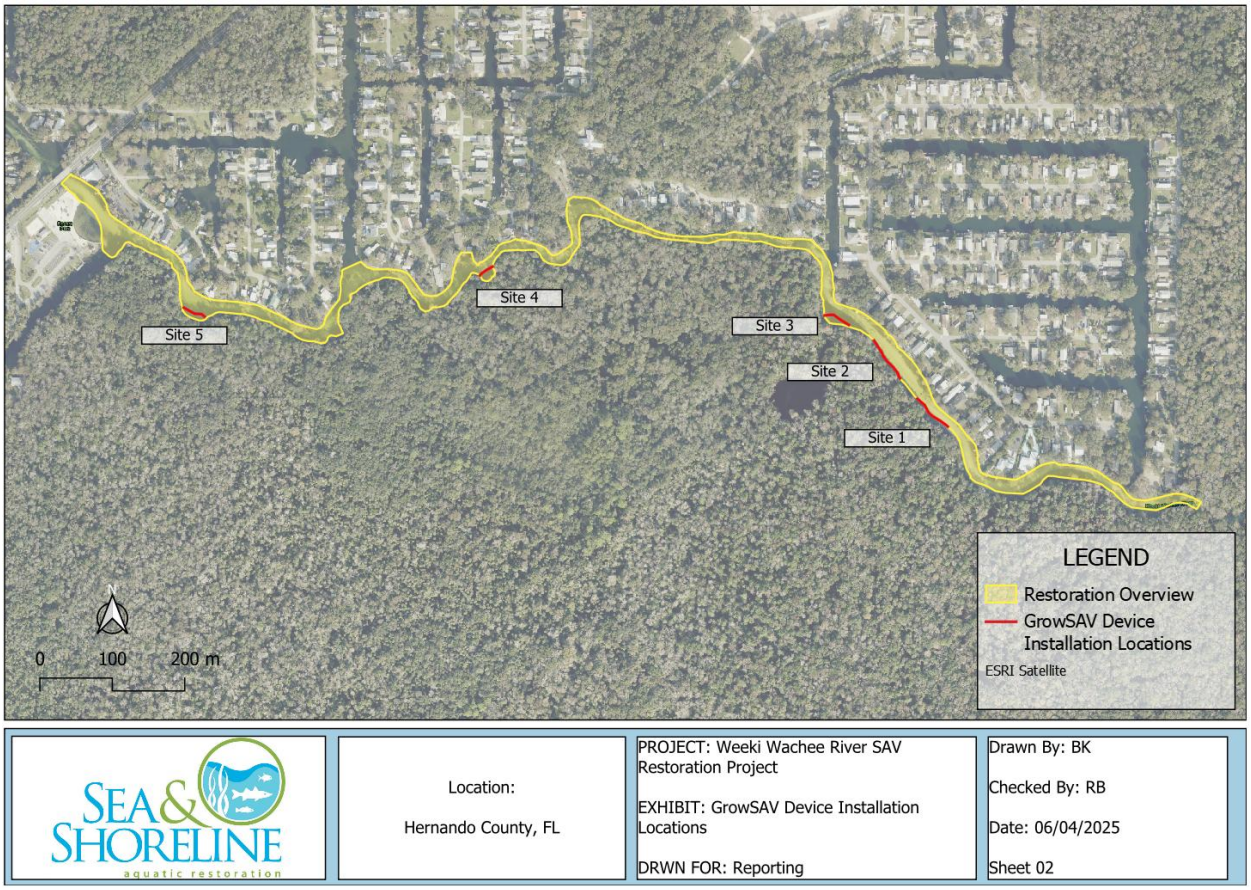
Recommendations and Rectifications

As of December 2025, the sediment transportation issue was only observed at a select few spots. If the erosion continues to worsen, supplemental planting in areas that experience less water flow may be recommended. The supplemental planting units at site 5 will continue to be monitored and sediment inside devices will continue to be removed as necessary. Maintenance will continue for the next five months, with the eighth event taking place in January 2026.

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 protected planting units.

Figure 9. Example of sediment transport exposing roots and rhizomes of unprotected units.

Figure 10. Example of sediment transport exposing roots and rhizomes of unprotected units.

Weeki Wachee River SAV Restoration Project

Month 8 Maintenance Report

FDEP PERMIT NUMBER: 27-0192455-004-EI

USACE PERMIT NUMBER: SAJ-2019-01203

Prepared On:
January 16th, 2026

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 eighth monthly maintenance event for the Weeki Wachee River SAV Restoration Project was performed on January 8th, 2026.

Tasks Accomplished

1. Monitored Plant Growth and Survival

2. Removed biofouling from the GrowSAV™ Herbivory Exclusion Devices

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.

Notes and Event Summary

Month 8 Maintenance and Monitoring Event

The eighth monthly maintenance event for the Weeki Wachee River SAV Restoration Project occurred on January 8th, 2026. 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.

It is estimated that *V. neotropicalis* is now present in 112/132 (84%) of the GrowSAV™ Herbivory Exclusion Devices, with coverages ranging from 0.5 to 4 on the Braun-Blanquet coverage scale (<5% - 75%). The blade height of protected units varies from 10 cm to 70 cm, with most units extending beyond the top of their associated device. Signs of lateral expansion beyond protective devices were also observed throughout approximately 85% of devices, with some units expanding up to 5 feet from their device (**Figure 6**). Slight decreases in canopy height were noted during this event, which is expected during the winter season with lower water levels and shorter days. As we progress further into winter months, and herbivores move into warmer waters, planting units throughout the footprint are beginning to show signs of increased grazing pressure. At this time, this is not posing a major threat to the survival of planting units, but it will continue to be monitored.

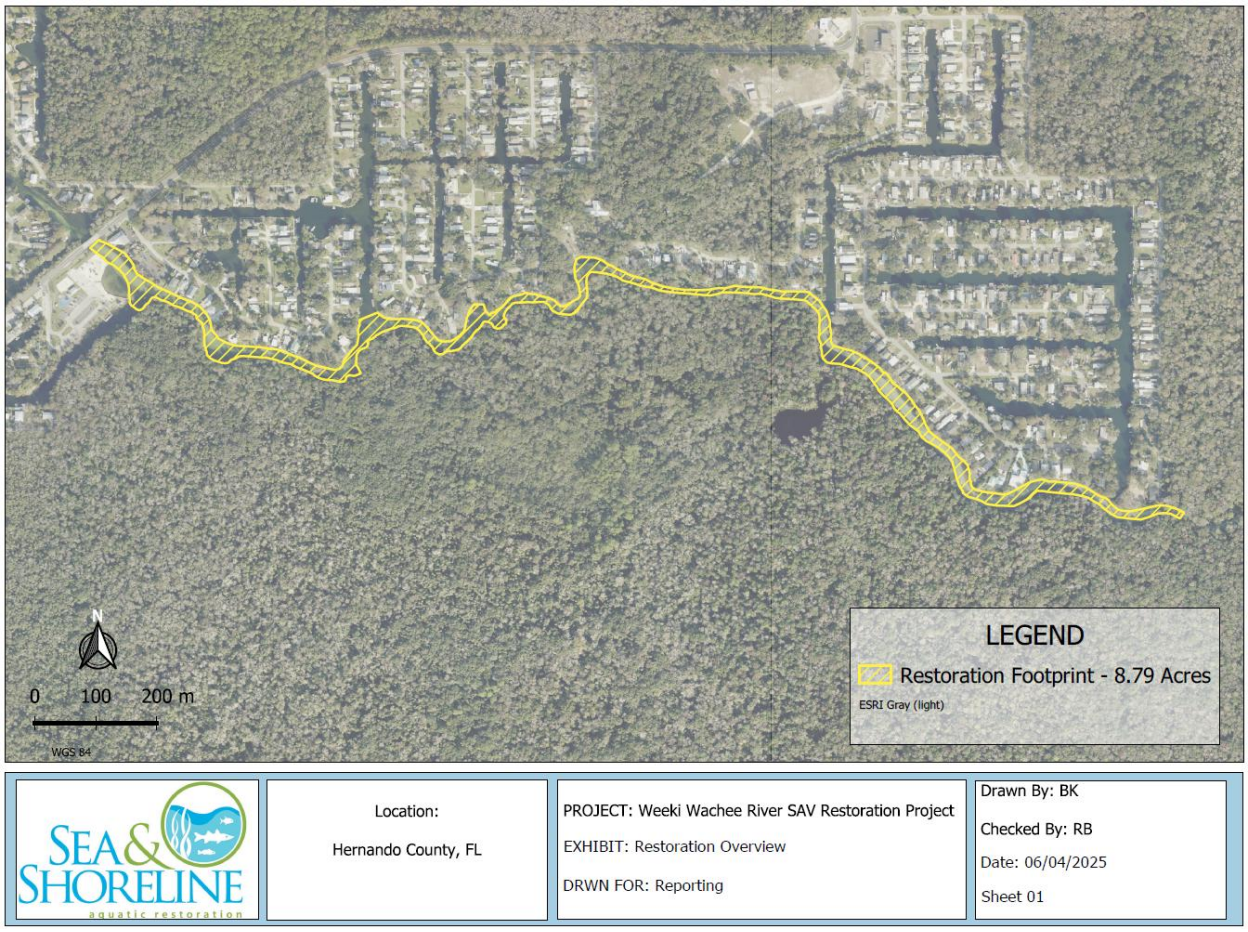
Supplemental planting units installed the previous month at site 5 were observed in approximately 40% of the GrowSAV™ Devices. Protected units continue to be covered by settled sediments and were only revealed once this sediment was gently brushed away (**Figure 7**).

Unprotected planting units remain short but are continuing to laterally expand throughout the deeper portions of the river (**Figures 4 & 5**). The canopy height of unprotected units has decreased slightly, ranging from 2-10 cm. Unprotected units were observed at coverages of 0.5 to 3 on the Braun-Blanquet coverage scale (<5% - 50%). Sediment transport is still evident in certain areas throughout the river, but no active signs of uprooting were noted during the eighth maintenance event.

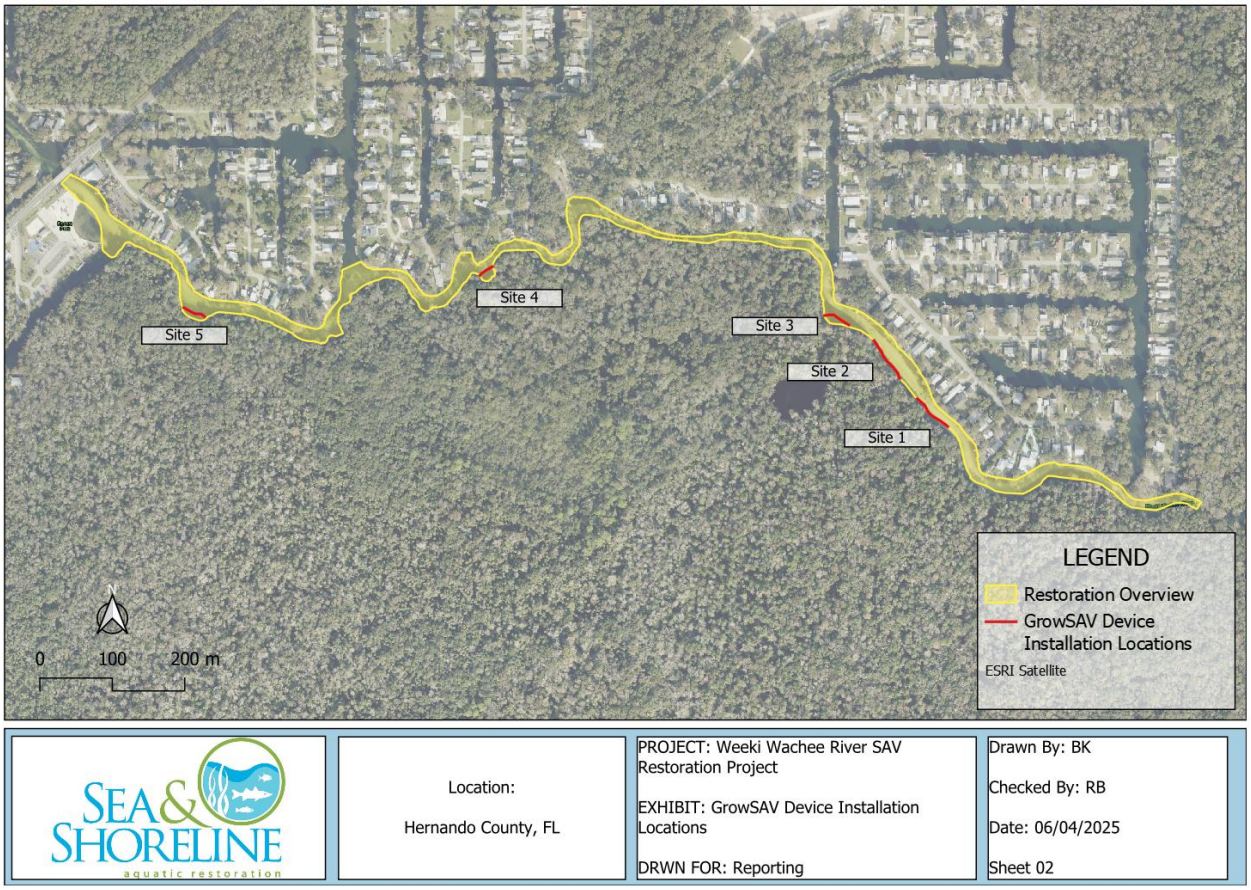
Recommendations and Rectifications

The supplemental planting units at site 5 will continue to be monitored and sediment inside devices will continue to be removed as necessary. Maintenance will continue for the next four months, with the ninth event taking place in February 2026.

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.

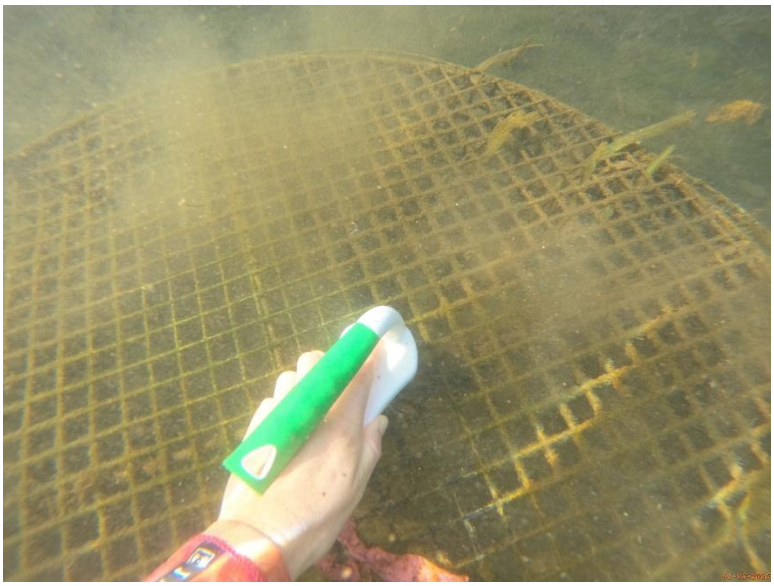


Figure 2. Example of Sea & Shoreline biologist removing biofouling.

Figure 3. Example of GrowSAV Device after biofouling removal.

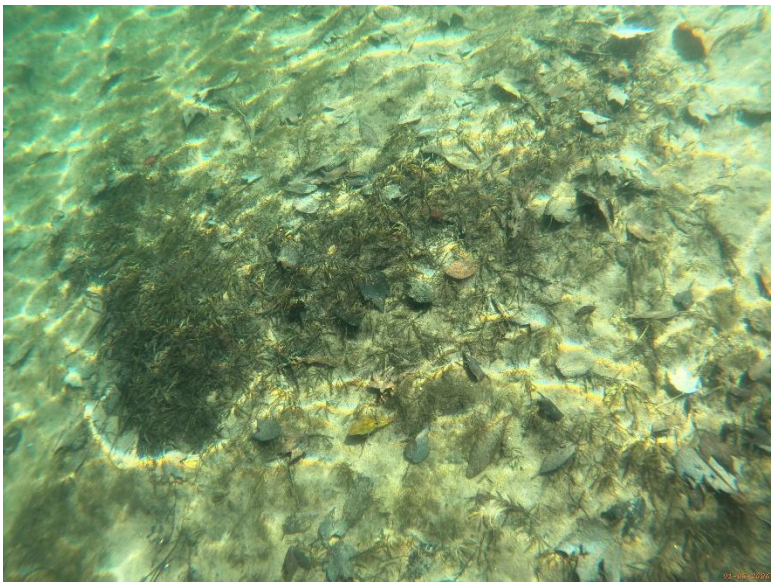


Figure 4. Example of unprotected units showing signs of lateral expansion.

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 at site 5.

Figure 8. Example of protected planting units.

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Procurement Department
Prepared By: Joseph Goulart
Initiator: Carla Rossiter-Smith
DOC ID: 17312
Legal Request Number: 2025 639-1
Bid/Contract Number: 26-C01237/JG

TITLE

Award of Construction Contract to Sawcross, Inc., for Wiscon Water Treatment Plant and Hexam Water Treatment Plant Chemical Feed System Improvement Projects for Utilities Department (Contract No. 26-C01212/JG; Amount: $9,905,170.00)

WISCON WATER TREATMENT PLANT AND HEXAM WTP CHEMICAL FEED SYSTEM IMPROVEMENTS

26-C01212/JG

County of Hernando

15470 Flight Path Drive

Brooksville, FL 34604

County of Hernando

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

I. SOLICITATION .....
II. INTRODUCTION.....
III. AWARD .....
IV. DEFINITIONS AND SOLICITATION INSTRUCTIONS.....
V. GENERAL CONDITIONS.....
VI. SPECIAL CONDITIONS.....
VII. SCOPE AND SPECIFICATIONS.....
VIII. PRICING PROPOSAL.....
IX. VENDOR QUESTIONNAIRE .....

Attachments:

A - COMBINED_IFB_SPECS_11-20-25

B - Wiscon_WTP_IFB_Drawings_Nov_2025

C - Hexam_WTP_Upgrades_IFB_Drawings_Nov_2025

D - Sample Construction Contract - 26-C01212.JG

E - Construction_Documents_required_after_Award

F - Wiscon Geotechnical Report B-22-068.01

G - Wiscon_WTP_IFB_Drawings_Nov_2025_E.04_REVISION_1

1. SOLICITATION

ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Jerry Campbell, Chairman

Ryan Amsler, Vice Chairman

Steve Champion, Second Vice Chairman

John Allocco

Brian Hawkins

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, March 16, 2026. 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, March 16, 2026. PURSUANT TO FS 119.071 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.

Procurement Contact Information:

Joe Goulart, Contracting Agent II

(352) 754-4020

jgoulart@co.hernando.fl.us

2. INTRODUCTION

2.1. ADVERTISEMENT OF BID

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting Bids for:

ITB NO. 26-C01212/JG

FOR

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

Hernando County Board of County Commissioners is soliciting licensed General Contractors that are active in constructing Water Treatment Plants to construct a new 2MG GST Water Treatment Plant (WTP) at our Wiscon location and a new chlorine storage building with associated instrumentation at our Hexam location.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, March 16, 2026, via Hernando County Procurement Department'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.

Bid offers shall be accompanied by either a Bid Bond, Certified Check, Cashier's Check, or Official Bank Check in the dollar amount representing not less than five percent (5%) of the total amount bid as a guarantee to enter into a contract and furnish a contract performance and payment bond in the amount of one hundred percent (100%) of the total bid price within fifteen (15) calendar days from the date of notification of the award.

Ex parte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits ex parte communication (i.e., unsolicited) initiated by the Respondent to the County official or employee evaluating or considering the submittals prior to the time a decision has been made. Communication between Respondent 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 submittal. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

The Procurement Department will post addenda on ePROCUREMENT PORTAL to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Bidders to visit the County's portal to ensure that they are aware of all Addenda issued relative to this Solicitation.

Pursuant to Florida Statutes 119.071 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 method of contact for this solicitation is the Q&A Tab in the County's ePROCUREMENT PORTAL.

2.2. NON-MANDATORY Pre-Bid Conference and Site Visit

A NON-MANDATORY Pre-Bid Conference will be held

Wednesday, February 11, 2026,

at 10:00 a.m.,

at the

Hernando County Utilities Admin 15365 Cortez Blvd Brooksville, FL 34613.

Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference.

A Non-Mandatory Site Visit will take place immediately following the Pre-Bid Conference.

3. AWARD

UPON AWARD, PLEASE SUBMIT INVOICES TO:

Hernando County

Utilities

15365 Cortez Blvd.

Brooksville, FL 34613

4. DEFINITIONS AND SOLICITATION INSTRUCTIONS

4.1. DEFINITION OF TERMS

DEFINITION OF TERMS Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

A. **ADDENDA**: Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Contract Documents.

B. **AGREEMENT**: The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.

C. **APPLICATION FOR PAYMENT**: The form acceptable to Engineer which is to be used by Vendor/Contractor during the course of the work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

D. **BID**: The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

E. **BID BOND/GUARANTEE**: The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.

F. **BID DOCUMENTS**: The bidding requirements and the proposed Contract Documents, including all addenda.

G. **BIDDER**: The term “Bidder” used herein refers to the dealer/manufacturer or business organization submitting a bid to the County in response to this Solicitation.

H. **CHANGE ORDER**: A document recommended by Engineer which is signed by Vendor/Contractor and Owner and Agency and authorizes an addition, deletion, or revision in the work or an adjustment in the contract price or the contract times, issued on or after the Effective Date of the Agreement.

I. **CONSTRUCTION ADMINISTRATOR**: Kerry Jones, shall act as the “Construction Administrator” for the work relative to the acceptance and approval of Applications for Payment pursuant to the provisions of the Florida Prompt Payment Act, Part VII, Ch. 218.735, F.S.

J. **CONTRACT DOCUMENTS**: The Agreement executed by the Owner and Vendor/Contractor for the performance of work and the other documents (plans, specifications, notice to Bidders, proposal, surety bonds, addenda and other incorporated or referenced documents) whether attached thereto or not.

K. **CONTRACT PRICE**: The moneys payable by Owner to Vendor/Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

L. **CONTRACT TIMES**: The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment as set forth in the Agreement. The contract times will commence on the date indicated in the Notice to Proceed.

M. **CONTRACT WORK**: Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by the Vendor/Contractor under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

N. **CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

O. **COUNTY**: The Board of County Commissioners, Hernando County, or its duly authorized representative.

P. **ENGINEER**: Under Contract to the Owner, the Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean Omar Khan, P.E. of McKim and Creed, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.

Q. **FDEP**: Florida Department of Environmental Protection

R. **FDOT**: Florida Department of Transportation.

S. **FIELD ORDER**: A written order issued by Engineer which requires minor changes in the work but which does not involve a change in the contract price or the contract times.

T. **ISSUING OFFICE**: The office from which the bid documents are to be issued and where the bidding procedures are to be administered. Specifically - Hernando County, Procurement Department, 15470 Flight Path Drive, Brooksville, Florida 34604.

U. **MUTCD**: Manual on Uniform Traffic Control Devices https://mutcd.fhwa.dot.gov

V. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM**: NPDES

W. **NOTICE-WRITTEN**: Notice shall be served upon the Vendor/Contractor either personally or by leaving the said notice at his residence or with his Agent in charge of the work, or addressed to the Vendor/Contractor at the residence or place of business given in the bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Post Office.

X. **MOT**: Maintenance of Traffic.

Y. **NOTICE OF AWARD**: The written notice by Owner to the successful Bidder stating that upon timely compliance by the successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

Z. **NOTICE OF INTENT**: NOI

AA. **NOTICE TO PROCEED**: A written notice given by Owner to Vendor/Contractor fixing the date on which the contract times will commence to run and on which Vendor/Contractor shall start to perform the work under the Contract Documents. A Notice to Proceed may be given at any time after the effective date of the Agreement.

BB. **OCCUPATIONAL SAFETY AND HEALTH ACT**: OSHA.

CC. **OWNER**: Hernando County Board of County Commissioners (County).

DD. **OWNER DESIGNATED REPRESENTATIVE**: The Owner Designated Representative will act as the Owner's Designated Representative, assume all duties and responsibilities, and have the rights and authority assigned to the Owner Designated Representative in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the contract documents. Kerry Jones, shall act as the Owner Designated Representative for the work relative to this contract.

EE. **PAYMENT AND PERFORMANCE BONDS**: The approved forms of security furnished by the Vendor/Contractor and his surety as a guaranty on the part of the Vendor/Contractor to execute the work in accordance with the terms of the contract and to pay all obligations associated with the project.

FF. **PROJECT BUDGET/ESTIMATE**: The project budget and/or estimate is the amount of funds the county has projected for this solicitation. The County estimates this solicitation to fall within the following dollar Threshold D: $5,000,000.01 - $15,000,000. **Note: This is only an estimate and should not be the basis to determine the Vendor/Contractor bid submission amount.**

1. Threshold A: less than $199,999.99
2. Threshold B: $200,000- $1,000,000
3. Threshold C: $1,000,000.01- $5,000,000
4. Threshold D: $5,000,000.01 - $15,000,000
5. Threshold E: $15,000,000.01 - $25,000,000
6. Threshold F: greater than or equal to $25,000,000.01

GG. **PROFESSIONAL**: The professional independent **Architectural/Engineering firm** designated to be the Engineer of Record (per Florida Administrative Code). Any references to the Engineer or the Professional shall be deemed to mean Omar Khan, P.E. of McKim and Creed, and its designee for the plans and specifications referenced in these Contract Documents.

HH. **PROJECT MANAGER**: The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Kerry Jones.

II. **SCOPE OF WORK**: All materials, labor and equipment in order to accomplish the Project, as described in the specifications and construction plans showing the proposed improvements. The

Vendor/Contractor shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

JJ. **SHOP DRAWINGS**: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Vendor/Contractor, a subcontractor, a manufacturer, supplier or distributor and which illustrate the equipment, material and/or some portion of the work.

KK. **SITE**: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Vendor/Contractor. The site or location for the work to be performed in this Contract will be Wiscon WTP - 15400 Wiscon Rd, Brooksville, FL 34601 and Hexam WTP - 10484 Melaine Dr, FL 34613.

LL. **SUBCONTRACTOR**: Any person, firm or corporation other than employees of the Vendor/Contractor who or which contracts with the Vendor/Contractor to furnish, or actually furnishes labor, materials and/or equipment for the performance of a part of the work on the project.

MM. **SURETY**: Any person, firm or corporation which is bound by Public Construction Bond and Payment Bond with and for the Vendor/Contractor and which engages to be responsible for his acceptable performance of the work and for payment of all debts pertaining thereto.

NN. **VENDOR/CONTRACTOR**: The individual or entity with whom the County has entered into the Agreement.

OO. **WORK**: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

4.2. AVAILABILITY OF BIDDING DOCUMENTS:

Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting Hernando County's eProcurement Portal. For additional information please contact the Hernando County Board of County Commissioners, Procurement Department via the County's eProcurement Portal Q&A Tab.

4.3. PREPARATION OF BID

To ensure acceptance of your bid, please follow these instructions:

A. Interested firms are required to register via the County's eProcurement Portal . Once registered, to submit a response please click on the "DRAFT RESPONSE" button and provide an answer to all

of the prompts/questions. You must respond to all required questions, and, if any, acknowledge addenda so that your response will be considered complete by the County. Bidders submitting more than one (1) bid with different pricing shall cause the Bidder to be rejected. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be subject to rejection.

B. Submit Bids via the Hernando County's ePROCUREMENT PORTAL. The responsibility for delivering the bid to the County on or before the stated time and date will be solely and strictly the responsibility of the Bidder. The County will be in no way responsible for delays caused by wi-fi connection or speed, power outage or any other occurrence.

1. Bids will be rejected unless submitted electronically via the County's eProcurement Portal along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
2. The County will not honor any explanation or change in the bid documents unless a written addendum authorizing such change has been issued.
3. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
4. All bids must be firm for a period of one hundred twenty (120) days after the time set for opening bids. Upon award, prices quoted will be in effect for the term of the contract.
5. No material, labor, or facilities will be furnished by the County unless specifically stated.
6. Blank spaces in the bid must be properly filled in and the phraseology of the bid must not be changed. Additions must not be made to items mentioned therein and any unauthorized conditions, limiting any provision, attached to a bid shall render irregular and may cause its rejection.
7. Bidders are expected to make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations and all solicitation instructions to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.
8. Communications: All technical, scope, and/or project related questions shall be submitted through the project Q&A Tab before the deadline and according to these specifications herein. Any and all other bidding communications shall only be to the County's Procurement

representative using the contact information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

4.4. BID OPENING

Bids received after the date and time disclosed in this Solicitation will not be accepted. Bids will be opened immediately after this date and time, and will remain binding upon the Bidder for a period of one hundred twenty (120) days thereafter. Pursuant to Florida Statutes, sec. 119.071 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.

4.5. BIDDER'S RESPONSIBILITIES

It is the responsibility of each Bidder before submitting a bid to:

A. Read and completely understand the requirements and the specifications of the items bid.

B. Use complete sets of bid documents in preparing bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bid documents.

C. Examine and carefully study the bid documents, other related data identified in the bid documents, and any Addenda.

D. Make all investigations necessary to thoroughly inform themselves regarding all drawings, specifications, delivery requirements, performance requirements, site locations, and all solicitation instruction to satisfy themselves of conditions affecting submission of their bid and the terms and cost of performing the contract. No pleas of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis of varying the requirements of the County or the compensation of the Bidder. Bidder agrees that submittal of a bid for the work is prima facie evidence they have conducted such examinations.

E. Request access to the site to become familiar with general, local, and site conditions that may affect cost, progress, and performance of the work.

F. Become familiar with all Federal, State, and local laws and regulations that may affect cost, progress, or performance of the work.

G. Obtain and carefully study all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying

any specific means, methods, techniques, sequences, and procedures of construction expressly required by the bid documents, and safety precautions and programs incident thereto.

H. Agree at the time of submitting its bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price(s) bid and within the times and in accordance with the other terms and conditions of the bid documents.

I. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the bid documents.

J. Correlate the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the bid documents, and all additional examinations, investigations, explorations, tests, studies, and data with the bid documents.

K. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the bid documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.

L. Determine that the bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.

M. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for one hundred twenty (120) days after the bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

N. Bidder has enclosed a Certified check, Cashier's Check or Bid Bond in the amount of not less than the five percent (5%) of the Total Base Bid Amount payable to the Hernando County Board of County Commissioners as a guarantee for the purpose set out in the Instructions to Bidders.

4.6. QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:

To ensure fair consideration for all Bidders, the County prohibits communication to or with any department, division or employee during the bid process, except as provided below:

A. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing via Hernando County's County's eProcurement Portal Q&A Tab, prior to the date set for submittal and opening of the bids.

B. Any interpretation or clarification made to prospective Bidders will be expressed in the form of an addendum which, if issued, will be posted on the County's eProcurement Portal Q&A tab:. Oral answers will not be authoritative.

C. It will be the responsibility of the Bidder to visit https://secure.procurenow.com/portal/hernandocounty to insure they are aware of all addenda issued for this solicitation.

D. Questions will only be accepted through the period specified Monday, February 23, 2026, at 5:00pm.

E. All addenda must be acknowledged via the County's eProcurement Poral. Failure of any Bidder to acknowledge any addenda may be found non-responsive and subject to rejection.

4.7. COMMUNICATION

There shall be no communication between the Vendor/Contractor, their employees or subcontractors and County employees and elected officials (hereafter referred to as “County Representative”), except through the Procurement Department. Any attempt to communicate with any County Representative outside the Procurement Department will be considered a violation of the Procurement Policy and may result in the rejection of your bid.

4.8. WITHDRAWAL OF BIDS:

Bids may be withdrawn prior to Monday, March 16, 2026, 10:00 am via the County's eProcurement Portal. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the Bid after it has been opened. No Bidder may withdraw their bid after the scheduled opening time for receipt of bids.

4.9. BID PROTESTS

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 procurement-manual_v-july-2025.pdf . 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.

4.10. QUALIFICATION OF BIDDERS

A. The Vendor/Contractor shall have previous experience in the type of construction work specified herein, and experience in the installation of the materials to be provided for the project specified herein.

B. The Vendor/Contractor and/or subcontractors shall be an appropriately licensed Contractor in the State of Florida at the time of the bid and must have successfully completed a minimum of two (2) projects of similar size and complexity in the past seven (7) years. These requirements are in addition to the requirements in Section entitled, "Reference Documents" below.

C. The Vendor/Contractor’s Project Superintendent must have a minimum of three (3) years’ experience as Project Superintendent and must have directed at least two (2) previous projects

of similar size and complexity. These requirements are in addition to the requirements in Section entitled, "Reference Documents."

D. Bidders shall submit evidence of this experience on the forms provided in the bid documents, along with the accompanying information requested below:

1. Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, contract value and completion date.
2. Documentation of two (2) projects, similar in scope and complexity to this project, which have been successfully completed by the Bidder within the past seven (7) years.
3. Identification of firms comprising the Vendor/Contractor's team on the Construction Contractor Qualification Submittal Package attached to Vendor Questionnaire.
4. Resumes of the Vendor/Contractor's Project Superintendent documenting the experience required for these individuals.

E. **Failure to submit this information may be basis for rejection of the bid.**

4.11. QUALIFICATION OF SUBCONTRACTORS, MATERIAL VENDOR, SUPPLIERS, AND OTHERS:

A. The Vendor/Contractor will, within ten (10) days after execution of the Agreement, submit to the County through the Owner Designated Representative for acceptance a list of the names of subcontractors and such other persons and organizations proposed for those portions of the work as to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. The Owner Designated Representative will notify the Vendor/Contractor in writing if the Owner Designated Representative, after due investigation, has reasonable objection to any subcontractor, person or organization on such list. The failure of the Owner Designated Representative to make objections to any subcontractor, person or organization on the list shall constitute an acceptance of such subcontractor, person or organization. Acceptance of any such subcontractor, person or organization shall not constitute a waiver of any right of the County to reject defective work, material or equipment, or work material or equipment not in conformance with the requirements of the Contract Documents.

B. If the apparent successful Bidder declines to make any such substitution, County may award the Contract to the next lowest responsive, responsible Bidder that proposes to use acceptable subcontractors, suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the bid security of any Bidder. Any subcontractor, supplier, individual, or entity so listed and against which the County and Owner Designated Representative makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to the County and Owner Designated Representative subject to revocation of such acceptance after the effective date of the Agreement.

C. Vendor/Contractor shall not be required to employ any subcontractor, supplier, individual, or entity against whom Vendor/Contractor has reasonable objection.

D. The Vendor/Contractor agrees that he is as fully responsible to the County for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the County.

4.12. EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE:

A. Subsurface and Physical Conditions:

1. The Technical Specifications will identify:

   a. Any reports of explorations and tests of subsurface conditions at or contiguous to the site that Engineer has used in preparing the bid documents.

   b. Any drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the bid documents.

2. Copies of any reports and drawings referenced in the solicitation documents will be made available by Owner to any Bidder via the County's eProcurement Portal. Bidder is responsible for any interpretation or conclusion Bidder draws from any technical data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

B. Underground Facilities:

1. Information and data shown or indicated in the bid documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by owners of such underground facilities, including Owner, or others.

C. Hazardous Environmental Condition:

1. The Technical Specifications identify any reports and drawings relating to a hazardous environmental condition identified at the site that Engineer has used in preparing the bid documents.

4.13. BID GUARANTEE/BID BOND:

A. Each bid must be accompanied by a Certified Check, Cashier's Check, Official Bank Check or Bid Bond payable to the Owner for an amount equal to at least five percent (5%) of the amount of bid, as guarantee that the Bidder will within fifteen (15) consecutive calendar days after award, enter into a written contract with the County for the performance of the work as awarded.

B. **Any submitted Bid Bond must be submitted to the County.**

C. Any submitted checks shall be drawn on a solvent bank or trust company to the order the Hernando County Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law.

D. Surety of Bid Bonds shall be a duly authorized surety company authorized to do business in the State of Florida; all such bonds being issued or countersigned by a local producing agent who is a resident of the State of Florida and satisfactory evidence of the authority of the person or persons executing such bond being submitted with the bond. Personal checks are not acceptable to Hernando County.

E. The County will, within ten (10) days after the Notice of Intent to Award, return the deposit of all Bidders except those posted by the three (3) lowest acceptable Bidders, whose deposit will be returned upon the final award and execution of the Contract between the successful Bidder and County, and after a satisfactory Performance Bond and Payment Bond have been executed.

F. Attorneys-in-fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

G. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may withdraw the Notice of Award and the Bid Bond of that Bidder will be forfeited. The Bid Bond of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven (7) days after the effective date of the Agreement or sixty-one (61) days after the bid opening, whereupon Bid Bonds furnished by such Bidders will be returned.

H. Bid Bonds of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within thirty (30) days after the Bid opening.

I. Bidders desiring their original Bid Bonds returned shall enclose a self-addressed stamped envelope with their bids marked "Bid Bond" in the lower left corner.

4.14. PERFORMANCE AND PAYMENT BOND:

A. Performance and Payment Bond issued in a sum equal to one hundred percent (100%) of the total awarded contract amount by a surety company considered satisfactory by the County and

otherwise authorized to transact business in the State of Florida will be required from the successful Bidder for purposes of insuring the faithful performance of the obligations imposed by the resulting contract and for purposes of protecting the County from lawsuits for non-payment of debts as might be incurred during the successful Bidder's performance under such contract. When applicable, the performance and payment bond form will be included in the contract documents and said form must be properly executed by the surety company and successful Bidder within fifteen (15) calendar days after notification by the County of the County's intent to award the contract.

B. If, within fifteen (15) calendar days after notification by the County of the County's intent to award a contract, the successful Bidder refuses or otherwise neglects to execute the required written contract or fails to furnish the required performance and payment bond, the amount of the Bidder's bid security (check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Bidder for the recovery of his bid security or as a defense to any action based upon the neglect or refusal to execute a written contract.

C. The surety company must provide an Increase Rider to the Performance and Payment Bond or execute the Consent of Surety and Increase of Penalty form provided by the County if the contract is increased by change order.

4.15. FOREIGN COUNTRIES OF CONCERN:

Pursuant to 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.

5. GENERAL CONDITIONS

5.1. CONTRACT DOCUMENTS

The following constitute the Contract Documents (Title, Subtitles, Headings, Running Headlines, Table of Contents, and Indexes are used merely for convenience purposes):

Solicitation

Introduction

Definitions and Solicitation Instructions

General Conditions

Special Conditions

Scope and Specifications

Attachments

Exhibit A--Wiscon_WTP_IFB_Drawings_Nov_2025

Exhibit B--Hexam_WTP_Upgrades_IFB_Drawings_Nov_2025

Exhibit C--Sample Construction Contract - 26-C01212.JG

Exhibit D--Construction_Documents_required_after_Award

A. All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

B. Amending and Supplementing Contract Documents:

1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by Change Order.

2. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

   a. A field order;

   b. Engineer's approval of a shop drawing or sample; or

   c. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

3. In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Agreement, Specifications, Drawings, Solicitation Instructions. Within the specifications the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any

work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

4. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

C. All provisions required by law to be inserted in this Contract, whether actually inserted or not.

D. Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    a. Insurance Certificate.
    b. Payment and Performance Bond.
3. The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:
    a. Notice to Proceed.
    b. Change Order(s).

E. The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

F. There are no Contract Documents other than those listed in this paragraph.

G. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

5.2. BID PRICE/SUBMITTAL REQUIREMENTS:

A. The prices bid shall remain firm during the period of the Contract. The prices bid shall be inclusive of all labor, equipment, and materials as specified within this Solicitation. The price bid constitutes the total compensation payable to the Vendor/Contractor for performing the work.

B. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.

C. The Bidder hereby certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, services, or equipment and is in all respects fair and without collusion or fraud. Further, the Bidder hereby agrees to abide by all terms and conditions of this bid and certifies that the person executing the Bid Form is authorized to sign this bid for the Bidder.

D. Bidders shall submit a lump sum bid based on unit price line item components as indicated on the Bid Form, and include a separate price for each alternate described in the bid documents and provided for in the Bid Form. The sum of each unit price line item will be the Total Base Bid. The price for each alternate will be the amount added to or deducted from the Total Base Bid if the County selects the alternate.

E. Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

F. Bidder must submit all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

5.3. HOURS

All work is to be performed during regular working hours, 8:00 am - 4:30pm; Monday through Friday, except County holidays. The County may, on certain occasions, approve work outside of these times. Such exception(s) must be approved in writing by the County at least one (1) day in advance. Vendor/Contractor should provide five (5) days' notice when scheduling a County employee to be available outside the normal work hours.

5.4. REJECTION OF BID:

The County reserves the right to reject any and all bids. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply with every aspect of this Solicitation, may be rejected at the option of the County. A Bidder shall not be qualified to bid when an investigation by the Chief Procurement Officer reveals that the Bidder is delinquent on a previously awarded contact or in litigation with Hernando County regarding a previously awarded contract.

5.5. MINOR INFORMALITIES AND IRREGULARITIES:

Hernando County has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Bidder with the bid for Hernando County to properly evaluate the bid, Hernando County has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery or performance time of the services being procured. The Board of County Commissioners reserves the right to reject any or all bids in whole or in part; to award by any item, group(s) of items or in the aggregate whichever is most advantageous to the County.

5.6. NON-EXCLUSIVE CONTRACT:

Award of a contract resulting from this bid imposes no obligation on the County to utilize the Vendor/Contractor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to contract with another company for similar work if it deems such action to be in the County's best interest.

5.7. NON-PERFORMANCE:

A. Time is of the essence in this Contract and failure to deliver the services specified within the time period required shall be considered a default.

B. In case of default, the County may procure the services from other sources and hold the Vendor/Contractor responsible for all costs occasioned thereby and may immediately cancel the Contract.

5.8. ASSIGNMENT

The successful Bidder is required to perform this Contract and may not assign, transfer, convey, sublet or otherwise dispose of any award or any or all of its rights, title, or interest therein, or the resulting Contractual Agreement in whole or in part without prior written authorization given at the sole discretion of Hernando County.

5.9. PUBLIC ENTITY CRIMES:

Any person submitting a bid or proposal in response to this invitation certifies that they are aware of, and in compliance with, all requirements under Section 287.133, Florida Statutes, on Public Entity Crimes. Bidders must provide a response to the section titled VENDOR QUESTIONNAIRE, Sworn Statement to Public Entity Crimes included in these bid documents.

5.10. LICENSES AND PERMITS:

A. Prior to furnishing the requested product(s) or service(s), it shall be the responsibility of the awarded Vendor/Contractor to obtain, at no additional cost to Hernando County, any and all

licenses and permits required to complete this contractual service, unless otherwise stated in the Contract Documents. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee. Failure to have and/or furnish the required licenses or permits may be cause for rejection.

B. The Vendor/Contractor is hereby notified that a list of fees for construction related County certified licenses and County issued permits can be located at: Applications, Licenses, and Permits | Hernando County

C. The following permits are necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine whether additional permits are required. Vendor/Contractor and/or subcontractors shall obtain and pay for required permits. Notice to Proceed will not be issued until the permits are provided to the Project Manager.

1. NPDES-NOI Permit - The NPDES-FDEP legislation and permit information can be found on this site: https://floridadep.gov/water/stormwater
2. FDEP Water Permit
3. Building Permit
4. Electrical Permit
5. FWC Gopher Tortoise Conservation and Relocation Permit
6. FDOT Right of Way Permit
7. HC DPW ROW Use Permit

D. Vendor/Contractor and/or subcontractors shall be responsible for complying with all State of Florida and Hernando County license requirements prior to bidding on County projects and shall submit proof of licenses with the Bid. All licenses shall be in the Bidder's name or the key subcontractor's name, as listed in Questionnaire. Failure to submit proof of the required licenses shall deem the Bidder non-responsive. The following is a non-exhaustive list of the licenses necessary for prosecution of the work. It is the Vendor/Contractor's responsibility to determine if additional licenses are necessary.

1. General Contractors License

E. Vendor/Contractors and/or subcontractors who are not properly licensed and/or do not furnish proof thereof with their bid, may be deemed non-responsive and may be rejected.

F. Owner shall assist Vendor/Contractor, when necessary, in obtaining such permits and licenses. Vendor/Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the work which are applicable at the time of opening of bids. Owner shall pay all charges of utility owners for connections for providing permanent service to the work.

5.11. LAWS, REGULATIONS, PERMITS AND TAXES:

A. All applicable Federal and State laws, municipal and county ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as through herein written

B. Vendor/Contractor shall comply with County's jobsite procedures and regulations and with all applicable local, State and Federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Vendor/Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Vendor/Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract. County of Hernando is exempt from Federal excise taxes and all sales taxes.

C. Vendor/Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the work. Except where otherwise expressly required by applicable laws and regulations, neither Owner nor Engineer shall be responsible for monitoring Vendor/Contractor's compliance with any laws or regulations.

D. If Vendor/Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, Vendor/Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work. However, it shall not be Vendor/Contractor's primary responsibility to make certain that the specifications and drawings are in accordance with laws and regulations, but this shall not relieve Vendor/Contractor of Vendor/Contractor's obligations of reporting discrepancies.

E. Changes in laws or regulations not known at the time of opening of bids having an effect on the cost or time of performance of the work shall be the subject of an adjustment in contract price or contract times. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in the Contract Documents.

5.12. SITE AND OTHER AREAS

The site is identified in the Bid documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bid documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by Vendor/Contractor.

5.13. TAXES

A. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:

   1. **Sales and Use Tax Exemption Certificate No. 85-8012556945C-8, effective 1/31/2024 – expiring on 1/31/2029.**

B. Thisexemption does not apply to purchases of tangible personal property made by Vendor/Contractors who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. and applicable rules of the Department of Revenue).

C. State sales tax and use taxes on materials and equipment are to be incorporated in the price bid.

D. Vendor/Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Vendor/Contractor in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

5.14. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Whenever a particular brand or make of material, equipment, or other item is specified, or is indicated on the drawings, it is for the purpose of establishing a standard of quality, design, and type desired and to supplement the detailed specifications. Any other brand or make which is equivalent to that specified or indicated may be offered as an equivalent prior to the Solicitation Question Submission Deadline, for review and approval by Hernando County subject to the following provisions:

A. The Vendor/Contractor shall submit for each proposed equivalent sufficient details, complete descriptive literature, and performance data together with samples of the materials, where feasible, to enable the Engineer of Record to determine if the proposed equivalent is equal, in all respects including, but not limited to, quality, performance, ease of maintenance, availability of spare parts, and experience record.

B. The Vendor/Contractor shall submit certified tests, where applicable, by an independent laboratory attesting that the proposed equivalent is equal.

C. A list of installations where the proposed equivalent is used. Such listing shall cover a minimum of the previous three (3) years and will furnish project names and contact phone numbers.

D. Where the acceptance of an equivalent requires excessive review by the Engineer of Record, revision or redesign of any part of the work, all such additional review costs, revisions and redesign, and all new drawings and details required therefore, shall be at the Vendor/Contractor’s expense.

E. The Engineer of Record and Hernando County will have sole discretion to accept or deny any proposed equivalent.

F. Acceptance of any proposed equivalent shall in no way release the Vendor/Contractor from any of the provisions of the Contract Documents.

G. Hernando County may require, at Vendor/Contractor's expense, a special performance guarantee or other surety with respect to any equivalent.

H. Bids which do not comply with these requirements are subject to rejection.

5.15. BID EVALUATION AND AWARD:

A. The County requires that, at the time of submitting its bid response, the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes. Bid responses that fail to provide the required forms listed in Vendor Questionnaire may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The County reserves the right to determine which responses meet the requirements of this Solicitation, and which Bidders are responsive and responsible. The County reserves the right before awarding the bid, to require a Bidder to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Bidder to perform the work in a satisfactory manner and within the time specified. The Bidder is assumed to be familiar with all Federal, State or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the Bidder will in no way relieve responsibility.

B. Bid evaluation will be based on price, conformance with specifications and the Bidder's ability to perform the Contract in accordance with the terms and conditions required. Bidders must submit all data necessary to evaluate and determine the quality of the item(s) and/or services they are bidding.

C. The County intends to award this Contract to the lowest, responsive and responsible Bidder or Bidders. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.

D. The ability of a Bidder to obtain a performance and payment bond shall not be regarded as the sole test of such Bidder's competency or responsibility.

E. Nothing contained herein shall place a duty upon the Hernando County Board of County Commissioners to reject bids or award a contract based upon anything other than its sole discretion as described herein.

F. Bidders are not permitted to submit more than one (1) bid for this project. Reasonable grounds for believing that any Bidder has an interest in more than one (1) bid for this project may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.

G. Owner will consider whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

H. Owner will consider the qualifications of Bidders and may consider the qualifications and experience of subcontractors, suppliers, and other individuals or entities proposed for those portions of the work for which the identity of subcontractors, suppliers, and other individuals or entities must be submitted.

I. The County reserves the right to investigate the competency and financial ability of any Bidder, proposed subcontractors, suppliers, or individuals that will perform the work; and, if after investigation, the evidence of competency or financial ability is not satisfactory, the County reserves the right to reject the bid.

J. If two (2) or more fully responsive, responsible bids are received for the same total amount or unit price, quality and service being equal, the County reserves the right to award the contract to the Bidder whose place of business is located within the boundaries of Hernando County, Florida. Should tie bids, as described above, be received from either two (2) or more Hernando County Bidders or from non-local Bidders when no Hernando County Bidder has submitted a tie bid, then the Board of County Commissioners shall award the contract to one (1) Vendor/Contractor by drawing lots in a public meeting.K. 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.L. If the County intends to reject all bids based on price the County may, before posting a notice of intent to reject all bids, provide to the lowest responsive, responsible bidder the opportunity to negotiate the scope of work with a corresponding reduction in price. Upon reaching a decision regarding the lowest bidder's reduced bid, the County will post notice of final agency action to either reject all bids or accept the reduced bid. This subsection does not prohibit the filing of a protest by any bidder or alter the deadlines provided for filing a protest. Upon receipt of a formal written protest that is timely filed, the County may continue the process provided in this subsection but may not take final agency action as to the lowest bidder except as part of the County's final agency action in the protest or upon dismissal of the protest by the protesting party.

5.16. 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 procurement 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 percent (5%) 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.

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 identified in Paragraph 2 below.

2. Local Vendor Affidavit of Eligibility shall accompany the quotation 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. Anny additional information necessary to verify local status.

D. Competitive Bids/Quotes: 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 Procurement 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: If an application for a "Local Vendor/Contractor" designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

5.17. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the Owner, a surety company issuing bid guaranty bonds, or 100% Performance/Payment Bonds, called for in these Contract Documents, shall meet and comply with the following minimum standards:

A. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.

B. Surety companies executing bonds must appear on the United States Treasury Departments most current list (CIRCULAR 570 AS AMENDED).

C. Attorneys-in-fact who sign Bid Bonds or Performance/Payment Bonds must file with such bond a certified copy of their power of attorney to sign such bond.

D. Agents of surety companies must list their name, address and telephone number on all bonds.

E. If the surety on any bond furnished by the successful Bidder is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements provided in this paragraph, Bidder (Vendor/Contractor) shall within five (5) days thereafter, substitute another bond and surety, both of which must be acceptable to the County.

5.18. LITIGATION/WAIVER OF JURY TRIAL

This Agreement shall be governed by and construed according to Florida law. Venue for any dispute or formal litigation concerning this Agreement shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This Agreement shall not be

construed for or against any party hereto, regardless of which party is wholly or partly responsible for its drafting. Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.

5.19. 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, Consultant/Firm shall comply with the Florida Public Records' laws and shall:

A. Keep and maintain 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 public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law; and,

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant/Firm 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 public agency 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 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 352-754-4020,

PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DR., BROOKSVILLE, FL 34604.

Per sec. 20.055(5), F.S., it is the duty of every State officer, employee, agency, special district, board, commission, Contractor, and subcontractor to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section.

5.20. FISCAL NON-FUNDING:

In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the Vendor/Contractor of such occurrence and Contract shall terminate on the last day of current fiscal period without penalty or expense to the County.

5.21. CONFLICT OF INTEREST

A. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials: No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of Hernando County who exercises any function or responsibility with respect to this Contract, during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Vendor/Contractor shall cause to be incorporated in all Sub-contracts, the language set forth in this paragraph prohibiting conflict of interest.

B. Employee Conflict of Interest: It shall be unethical for any Hernando County employee to participate directly or indirectly in a procurement contract when Hernando County employee knows that:

   1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or

   2. Any other person, business, or organization with whom Hernando County employee or any member of a Hernando County employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

C. A Hernando County employee or any member of a Hernando County employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

D. Former Employee Conflict of Interest: It shall be a violation for any person, business or organization contracting with County to employ in any capacity, any former County employee or member of County employee's immediate family within one (1) year of that employee's separation from employment with the County, unless the employer or the former County employee files with this solicitation, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

5.22. GRATUITIES AND KICKBACKS:

A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any Hernando County employee or former Hernando County employee, or for any Hernando County employee or former Hernando County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, or to influence the content of any specification or procurement standard, or to act in an render advisory, investigative or auditing capacity. The County in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefor, shall not accept any gratuities.

B. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Contractor under a contract to the prime Vendor/Contractor or higher tier Sub-Contractor or any person associated therewith, as an inducement for the award of a Sub-Contract or order.

5.23. E-VERIFY

A. Vendor/Contractor 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, Vendor/Contractor represents and warrants (a) that the 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, (b) that all of the Vendor/Contractor employees are legally eligible to work in the United States, and (c) that the Vendor/Contractor has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

B. A mere allegation of Vendor/Contractor'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 Vendor/Contractor 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 Vendor/Contractor'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 Vendor/Contractor's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Vendor/Contractor 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 Vendor/Contractor 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. Vendor/Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

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 subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in subcontractor 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.

5.24. INSURANCE REQUIREMENTS

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.....$1,000,000
    b. APPLICABLE FEDERAL.....$1,000,000
    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 or:
        i. BODILY INJURY (Per Person)..... $1,000,000.00
        ii. BODILY INJURY (Per Accident)..... $1,000,000.00
        iii. PROPERTY DAMAGE.....$1,000,000.00
6. PROFESSIONAL LIABILITY: (if applicable it will be noted below separately):
7. BUILDERS RISK INSURANCE: See below.
8. EXCESS/UMBRELLA LIABILITY: See below.
9. POLLUTION LIABILITY (if applicable it will be noted below separately):
10. 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.
11. 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.

5.25. INSURANCE REQUIREMENTS (continued)

BUILDERS RISK INSURANCE: Combined single limit must equal value of the construction, per project aggregate. The policy shall cover portions of the work in transit, property scaffolding, false work and temporary buildings located at the site. The policy must cover the cost of removing debris, including demolition as may be made legally necessary by the operation of any law, ordinance or regulation. The insurance required herein must be on an All Risk Form and must be written to cover all risks of physical loss or damage to the insured party and must insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, collapse, lightning, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, Vendor/Contractor

must pay any part of any loss not covered because of the operation of such deductibles. The insurance as required herein must be maintained in effect until the earliest of the following date:

A. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;

B. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or

C. Date on which the insurable interests in the property of all insured other the County have ceased.

D. Wind coverage to be included with a minimum deductible to be determined based on the project. Deductible will be a percentage based upon the total insured value.

5.26. INSURANCE REQUIREMENTS (continued)

EXCESS/UMBRELLA LIABILITY: Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of $2,000,000.00. Limits can be increased, based on Contract.

5.27. EXECUTION OF WRITTEN CONTRACT

The successful Bidder will be required to sign a written contract, in two (2) copies, which has been made a part of this bid package and identified as the Sample Construction Agreement in Questionnaire. Said written Contract will evidence in written form the agreement between the parties pursuant to the award having been therefore made by the County to this Bidder; said signing to be accomplished within ten (10) days after Notice of Award.

5.28. CONE OF SILENCE

A. 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.B. 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.

5.29. OWNER DIRECT PURCHASE:

The County reserves the right to directly purchase certain materials, supplies, and goods, or to require Vendor/Contractor to assign some or all of its Sub-contractors or other Agreements with material suppliers, including equipment, directly to the County. Any materials purchased by the County pursuant to such Agreements or assignments will be referred to as "Owner Direct Purchases" (ODP) and is a method that may be utilized to create saving for the County. The responsibilities of both the County and the Vendor/Contractor relating to such ODP will be governed by the terms and conditions of these Owner Direct Purchase Conditions, which will take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. Owner Direct Purchases shall be made in accordance with Florida Administrative Code Rule 12A-1.094.

A. Material suppliers shall be selected by Vendor/Contractor using competitive bidding/proposals. Supply Contracts shall be awarded by the Vendor/Contractor to the supplier whose Bid/Proposal is most advantageous to the County, price and other factors considered.

B. The Vendor/Contractor shall include the price for all construction materials in lump sum price in bid. Bidder shall also include all Florida State sales and other taxes normally applicable to such material and equipment. The County may consider purchasing any item but does not expect to issue purchase orders for less than $5,000. County-Purchasing of selected construction materials will be administered on a deductive Change Order basis.

C. Vendor/Contractor shall provide County a list of all intended suppliers, vendors, and material men for consideration as ODP. This list shall be submitted at the same time as the preliminary schedule of values and the project CPM schedule. The Vendor/Contractor shall submit price quotes from the vendors, as well as a description of the materials to be supplied, estimated quantities and prices.

D. Upon request from County, and in a timely manner, Vendor/Contractor shall prepare a Purchasing Requisition Request Form which shall, in form and detail acceptable to County, specifically identify the materials which County may, in its discretion, elect to purchase directly. The Purchasing Requisition Request Form shall include:

    1. the name, address, telephone number and contact person for the material supplier

2. manufacturer or brand, model or specification number of the item
3. quantity needed as estimated by Vendor/Contractor
4. the price quoted by the supplier for the materials identified therein
5. any sales tax associated with such quote
6. delivery dates as established by Vendor/Contractor
7. any reduction in Vendor/Contractor's cost for both the Payment Bond and the Performance Bond
8. shipping, handling and insurance costs
9. detail concerning bonds or letters of credit provided by the supplier if included in his/her proposal
10. Special terms and conditions which have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the Owner.
11. Vendor/Contractor shall include copies of Vendor/Contractor's quotations and specifically reference any terms and conditions, which have been negotiated with the Vendor/Contractor concerning letters of credit, terms, discounts, or special payments.

E. After receipt of the Purchasing Requisition Request Form, County shall prepare a Purchase Order for all items of material, which County chooses to purchase directly. The purchase order shall be sent to the Vendor/Contractor with a copy sent to the Vendor/Contractor. Pursuant to the Purchase Order, the Vendor/Contractor will provide the required quantities of material at the price established in the Vendor/Contractor's quote to the Vendor/Contractor, excluding any sales tax associated with such price. The Project Manager shall be the approving authority for the County on Purchase Orders in conjunction with ODP. The Purchase Order shall also require the delivery of the ODP on the delivery dates provided by the Vendor/Contractor in the Purchasing Requisition Request Form.

F. In conjunction with the execution of the Purchase Orders by the suppliers, Vendor/Contractor shall execute and deliver to County one or more deductive Change Orders, referencing the full value of all ODP to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Vendor/Contractor's bid to County, plus any savings to Vendor/Contractor in the cost of Payment and Performance Bonds associated with such ODP. To compensate the Vendor/Contractor for the warranty enforcement obligation the Vendor/Contractor's overhead and profit associated with ODP shall not be deducted from the Contract. The Project Manager shall be the approving authority for the County on deductive Change Orders in conjunction with ODP.

G. Vendor/Contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the Project in accordance with these Supplementary Conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery. The Vendor/Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Vendor/Contractor for the particular materials furnished. The Vendor/Contractor shall provide all services required for the unloading, handling and storage of materials through installation. The County assumes the risk of loss of building material through their incorporation into the installation.

H. As ODP are delivered to the jobsite, the Vendor/Contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The Vendor/Contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County may require. The Vendor/Contractor will then forward the receiving report to the County Project Manager to match up with the invoice for payment.

I. The Vendor/Contractor shall insure that ODP conform to the Specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Vendor/Contractor discovers defective or non-conformities in ODP upon such visual inspection, the Vendor/Contractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Project. If the Vendor/Contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performance of an inspection, Vendor/Contractor shall be responsible for all damages to County resulting from Vendor/Contractor's incorporation of such materials into the Project, including liquidated or delay damages.

J. The Vendor/Contractor shall maintain records of all ODP it incorporates into the Work from the stock of ODP in its possession. The Vendor/Contractor shall account monthly to the County for any ODP delivered into the Vendor/Contractor's possession, indicating portions of all such materials which have been incorporated into the work.

K. The Vendor/Contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Vendor/Contractor for resolution

with the appropriate supplier, vendor, or Sub-contractor. Additionally, ODP items shall be warranted by the Vendor/Contractor as part of the Vendor/Contractor's warranty. The Vendor/Contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the County for its Owner Direct Purchase equipment and materials. These duties shall be governed by and carried out pursuant to, Bid Specifications. To that end, the Vendor/Contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the Vendor/Contractor.

L. Notwithstanding the transfer of ODP by the County to the Vendor/Contractor's possession, the County shall retain legal and equitable title to any and all ODP.

M. The transfer of possession of ODP from the County to the Vendor/Contractor shall constitute a bailment for the mutual benefit of the County and the Vendor/Contractor. The County shall be considered the bailor and the Vendor/Contractor the bailee of the ODP. ODP shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Project.

N. The County shall purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the Project during the period between the time the County first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The Vendor/Contractor shall purchase and maintain builders' risk, all risk, insurance based on the completed value of project, less the County's ODP values. The Vendor/Contractor must name Hernando County as additional insured on its policy.

O. The County shall in no way be liable for any interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. Vendor/Contractor's sole or exclusive remedy shall be an extension of the Contract Time for such reasonable time as determined by Project Manager.

P. Vendor/Contractor shall be required to review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the County's issuance of payment to the suppliers, based upon Vendor/Contractor's records of materials delivered to the site and any defects detected in such materials.

Q. In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable Purchase Order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the data provided. This check will be released and remitted directly to the supplier. The Vendor/Contractor agrees to assist the County to immediately obtain partial or final release of waivers as appropriate.

R. At the end of the project Vendor/Contractor will be provided with a deductive Change Order for the costs incurred by County to provide all ODP, not covered by previous change orders. Salvage materials shall be stored or removed from the site at the County's direction, or may be turned over to the Vendor/Contractor by the County for salvage or disposal at the Vendor/Contractor's option.

6. SPECIAL CONDITIONS

6.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within five hundred fifty (550) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within five hundred eighty (580) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final is thirty (30) calendar days. Completion time includes material ordering lead times. Materials shall not be ordered by the Vendor/Contractor until the Notice to Proceed has been issued.

6.2. STARTING THE WORK

A. Before undertaking each part of the work, the Vendor/Contractor shall:

1. Carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Vendor/Contractor shall promptly report in writing to the Project Manager any conflict, error or discrepancy which the Vendor/Contractor may discover and shall obtain a written interpretation or clarification from the Project Manager before proceeding with any work affected thereby; however, Vendor/Contractor shall not be liable to County for failure to report any conflict, error or discrepancy in the Contract Documents, unless Vendor/Contractor had actual knowledge, or should reasonably have known thereof.

2. Within ten (10) calendar days after the effective date of the Agreement (unless otherwise specified), Vendor/Contractor shall submit to the Engineer for review:

   a. A preliminary Progress Schedule indicating the times (number of days or dates) for starting and completing the various stages of the work, including milestones specified in the Contract Documents;

   b. A preliminary schedule of shop drawings and sample submittals which will list each required submittal and the times for submitting, reviewing, and processing such submittal; and

   c. A preliminary Schedule of Values for all the work which will include quantities and prices of items aggregating the contract price and will subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work.

B. The Vendor/Contractor will start the work within ten (10) calendar days of the official Notice to Proceed date. The Contract Time shall commence to run from the date of the Notice to Proceed.

6.3. LIQUIDATED DAMAGES

A. Bidders hereby agree that time is of the essence and that a precise determination of actual damages which could be incurred by the County for delay in the completion of the work provided herein would be difficult to ascertain. Accordingly the parties agree that the liquidated damages for those items of damage not otherwise provided for by the bid documents, for each and every day that the time consumed in completing the work provided for herein exceeds the time allowed in achieving substantial completion and/or final completion therefore shall be in accordance with the amount(s) set forth in Construction Agreement, Article 3, Paragraph 3.03, of the contract documents. The parties specifically agree that the liquidated damages provided herein do not constitute a penalty. The amount of liquidated damages occasioned by the Vendor/Contractor's delay will be deducted and retained out of the monies payable to the Vendor/Contractor. If not so deducted the Vendor/Contractor and sureties for the Vendor/Contractor shall be liable thereof.

B. Vendor/Contractor and Owner agree for each consecutive calendar day that the work remains incomplete after the Contract date established for Substantial Completion and/or Final Completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **$250.00**. This amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified.

6.4. INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

A. It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

B. The Contract Documents are complementary; what is called for by one (1) is as binding as if called for by all.

C. Reference Standards:

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to laws or regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or laws or regulations in effect at the time of opening of bids (or on the effective date of the Agreement if there were no bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a supplier shall be effective to change the duties or responsibilities of Owner,

Vendor/Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of their related entities, any duty or authority to supervise or direct the performance of the work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

D. If, during the performance of the work, the Vendor/Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any law or regulation applicable to the performance of the work or of any standard, specification, manual or code, or of any instruction of any supplier, Vendor/Contractor shall promptly report it to Engineer in writing. Vendor/Contractor shall not proceed with the work affected thereby until an amendment or supplement to the Contract Documents has been issued. The more stringent requirements shall apply unless otherwise approved.

E. The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the professional shall make such interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications as construed by him and his decision shall be final.

F. Vendor/Contractor shall make reasonable efforts to identify potential changes which may enhance efficiency, reliability, serviceability or economy of operation, accelerate the construction schedule, reduce cost of construction, or otherwise enhance any benefits to Hernando County. The Vendor/Contractor, in its reasonable judgment, may propose in writing to Hernando County any such potential change, along with its proposed effect on the cost of the work or the installation schedule. Hernando County shall consider any such proposed change in good faith and may, in its sole discretion, approve in writing any such change.

G. Reuse of Documents:

1. Vendor/Contractor and any subcontractor or supplier shall not:

    a. Have or acquire any title to or ownership rights in any of the drawings, specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

    b. Reuse any of such drawings, specifications, other documents, or copies thereof on extensions of the project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

2. The prohibition of this paragraph will survive final payment, or termination of the Contract. Nothing herein shall preclude Vendor/Contractor from retaining copies of the Contract Documents for record purposes.

H. Electronic Data:

1. Copies of data furnished by Owner or Engineer to Vendor/Contractor that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
2. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the transferring party.
3. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

6.5. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

All construction practices, material, equipment, etc., as proposed and offered by Bidders must meet and conform to all OSHA. requirements; the Bidder's signature upon the Bid Form in these bid documents, being by this reference considered a certification of such fact.

6.6. OWNER'S RESPONSIBILITIES AFTER AWARD

A. Communications to Vendor/Contractor: Except as otherwise provided in these Contract Documents, Owner shall issue all communications to Vendor/Contractor through designated Authorized Owner Representative.

B. Furnish Data: Owner shall promptly furnish the data required of Owner under the Contract Documents.

C. Pay When Due: Owner shall make payments to Vendor/Contractor when they are due as provided in the Contract Documents.

D. Lands and Easements; Reports and Tests: Owner's duties to provide lands and easements and to provide engineering surveys to establish reference points are set forth in the Contract Documents. Owner shall identify and make available to Vendor/Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating

to existing surface or subsurface structures at or contiguous to the site that have been utilized by the Engineer in preparing the Contract Documents.

E. Change Orders: Owner is obligated to execute change orders as indicated in the Contract Documents.

F. Inspections, Tests, and Approvals: Owner's responsibility regarding certain inspections, tests, and approvals is set forth in the Contract Documents.

G. Limitations on Owner's Responsibilities: The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

H. Undisclosed Hazardous Environmental Condition: Owner's responsibility regarding undisclosed hazardous environmental conditions is set forth in the Contract Documents.

I. Evidence of Financial Arrangements: Owner's responsibility, if any, to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents will be as set forth in the Contract Documents

6.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

A. Owner's Designated Representative: The duties and responsibilities and the limitations of authority of the Owner's Designated Representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner.

B. Visits to Site:

1. Owner's Designated Representative will make visits to the site at intervals appropriate to the various stages of construction as the Owner Designated Representative deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Vendor/Contractor's executed work. Based on information obtained during such visits and observations, the Owner Designated Representative will determine, in general, if the work is proceeding in accordance with the Contract Documents. The Owner Designated Representative will not be required to make exhaustive or continuous inspections on the site to check the quality or quantity of the work. Owner Designated Representative's efforts will be directed toward providing for Owner a greater degree of confidence that the completed work will conform generally to the Contract Documents. On the basis of such visits and observations, Owner Designated Representative will keep Owner informed of the progress of the work and will endeavor to guard Owner against defective work.

2. Owner Designated Representative's visits and observations are subject to all the limitations on Owner Designated Representative's authority and responsibility set forth in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES". Particularly, but without limitation, during or as a result of Owner Designated Representative's visits or observations of Vendor/Contractor's work Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work.

C. Project Representative: If Owner and Owner Designated Representative agree, Owner Designated Representative will furnish a Resident Project Representative to assist Owner Designated Representative in providing more extensive observation of the work. The authority and responsibilities of any such Resident Project Representative and assistants is provided in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES", and limitations on the responsibilities thereof are provided below. If Owner designates another representative or agent to represent Owner at the site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Contract Documents.

D. Authorized Variations in Work: Owner Designated Representative may authorize minor variations in the work from the requirements of the Contract Documents which do not involve an adjustment in the contract price or the contract times and are compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a field order and will be binding on Owner and also on Vendor/Contractor, who shall perform the work involved promptly. If Owner or Vendor/Contractor believes that a field order justifies an adjustment in the contract price or contract times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a claim may be made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

E. Rejecting Defective Work: Owner Designated Representative will have authority to reject work which Owner Designated Representative believes to be defective, or that Owner Designated Representative believes will not produce a completed project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated by the Contract Documents. Owner Designated Representative will also have authority to require special inspection or testing of the work as provided in Section titled "TESTS AND INSPECTIONS; CORRECTIONS, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK: paragraph titled "TESTS AND INSPECTIONS", whether or not the work is fabricated, installed, or completed.

F. Determinations for Unit Price Work: Owner Designated Representative will determine the actual quantities and classifications of unit price work performed by Vendor/Contractor. Owner Designated Representative will review with Vendor/Contractor the Owner Designated Representative's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an application for payment or otherwise). Owner Designated Representative's written decision thereon will be final and binding (except as modified by Owner Designated Representative to reflect changed factual conditions or more accurate data) upon Owner and Vendor/Contractor, subject to the provisions Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" paragraph titled "VENDOR/CONTRACTOR'S FEE".

G. Decisions on Requirements of Contract Documents and Acceptability of Work:

1. Owner Designated Representative will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder. All matters in question and other matters between Owner and Vendor/Contractor arising prior to the date final payment is due relating to the acceptability of the work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the work, will be referred initially to Owner Designated Representative in writing within thirty (30) days of the event giving rise to the question.

2. Owner Designated Representative will, with reasonable promptness, render a written decision on the issue referred and obtain Owner's approval to issue decision. If Owner or Vendor/Contractor believes that any such decision entitles them to an adjustment in the contract price or contract times or both, a claim may be made under the provision stated in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph entitled "CLAIMS".

3. Owner Designated Representative's written decision on the issue referred will be final and binding on Owner and Vendor/Contractor, subject to the provisions in paragraph titled "LIMITATIONS ON OWNER DESIGNATED REPRESENTATIVE'S AUTHORITY AND RESPONSIBILITIES".

4. When functioning as interpreter and judge under paragraph titled "DECISIONS ON REQUIREMENTS OF CONTRACT DOCUMENTS AND ACCEPTABILITY OF WORK", Owner Designated Representative will not show partiality to Owner or Vendor/Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

H. Limitations on Owner Designated Representative's Authority and Responsibilities:

1. Neither Owner Designated Representative's authority or responsibility under this paragraph or under any other provision of the Contract Documents nor any decision made by Owner Designated Representative in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility

by Owner Designated Representative shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Owner Designated Representative to Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

2. Owner Designated Representative will not supervise, direct, control, or have authority over or be responsible for Vendor/Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Vendor/Contractor to comply with laws and regulations applicable to the performance of the work. Owner Designated Representative will not be responsible for Vendor/Contractor's failure to perform the work in accordance with the Contract Documents.

3. Owner Designated Representative will not be responsible for the acts or omissions of Vendor/Contractor or of any subcontractor, any supplier, or of any other individual or entity performing any of the work.

4. Owner Designated Representative's review of the application for payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Section titled "PAYMENTS TO CONTRACTOR AND COMPLETION" paragraph titled "REVIEW OF APPLICATIONS" will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

5. The limitations upon authority and responsibility set forth in this paragraph shall also apply to the Resident Project Representative, if any, and assistants, if any.

6.8. CONTRACTOR'S RESPONSIBILITIES

A. Supervision and Superintendence:

1. The Vendor/Contractor will supervise and direct the work efficiently and with his best skill and attention. He will be solely responsible for the means, methods, techniques, sequences and procedure of construction, unless otherwise specified. The Vendor/Contractor will be responsible to see that the finished work complies accurately with the Contract Documents.

2. The Vendor/Contractor will keep on the site at all times during its progress a competent, Resident Superintendent who shall not be replaced without written notice to the Project Manager. The superintendent will be the Vendor/Contractor's representative at the site and shall have authority to act on behalf of the Vendor/Contractor. All communications given to the superintendent shall be as binding as if given to the Vendor/Contractor.

B. Labor, Materials and Equipment:

1. The Vendor/Contractor will provide competent, suitable, qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

2. Unless otherwise specified in the Contract Documents, Vendor/Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

3. All materials and equipment will be new except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the specifications shall expressly run to the benefit of Owner. If required by the Owner, the Vendor/Contractor will furnish satisfactory evidence (including reports of required tests and/or purchase receipts) as to the source, kind and quality of materials and equipment furnished.

4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, supplier, fabricator or processors except as otherwise provided in the Contract Documents.

C. Progress Schedule:

1. Vendor/Contractor shall adhere to the Progress Schedule requirements established in the Contract Documents as it may be adjusted from time to time as provided below.

   a. Vendor/Contractor shall submit to Owner Designated Representative for acceptance proposed adjustments in the Progress Schedule that will not result in changing the contract times. Such adjustments will comply with any provisions of the Contract Documents applicable thereto.

   b. Proposed adjustments in the Progress Schedule that will change the contract times shall be submitted in accordance with the requirements stated in the Contract Documents. Adjustments in contract times may only be made by a change order.

   c. All work of this Contract shall be scheduled and monitored by the Vendor/Contractor using the Critical Path Method (CPM). The Vendor/Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Vendor/Contractor will prepare revisions of the schedule to reflect changes in the Vendor/Contractor's plan of performance or changes in the work and submit these revisions to the Owner Designated Representative for acceptance.

   d. The Vendor/Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Owner Designated Representative. Each major

and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11 inch by 17 inch (11" X 17") paper.

D. Concerning Subcontractors, Suppliers and Others:

1. The Vendor/Contractor will not employ any subcontractor, supplier, other person or entity, whether initially or as a replacement, against whom the Owner may have reasonable objections, nor will the Vendor/Contractor be required to employ any subcontractor, supplier, or other individual or entity, against whom the Vendor/Contractor has reasonable objection.

2. The Vendor/Contractor will not make any substitution for any subcontractor who has been accepted by the Owner, unless the Owner determines that there is good cause for doing so.

3. The Vendor/Contractor will be fully responsible for all acts and omissions of his subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Vendor/Contractor is responsible for Vendor/Contractor's own acts and omissions. Nothing contained in the Contract Documents:

   a. Shall create for the benefit of any such subcontractor, supplier, or other individual or entity any contractual relationship between Owner or Owner Designated Representative and any such Subcontractor, supplier or other individual or entity, nor

   b. Shall anything in the Contract Documents create any obligation on the part of Owner or Owner Designated Representative to pay or to see to the payment of any moneys due any such subcontractor, supplier, or other individual or entity except as may otherwise be required by laws and regulations.

4. Vendor/Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Vendor/Contractor.

5. Vendor/Contractor shall require all subcontractors, suppliers, and such other individuals or entities performing or furnishing any of the work to communicate with Owner Designated Representative through Vendor/Contractor.

6. The divisions and sections of the specifications and the identifications of any drawings shall not control Vendor/Contractor in dividing the work among subcontractors or suppliers or delineating the work to be performed by any specific trade.

7. All work performed for Vendor/Contractor by a subcontractor or supplier will be pursuant to an appropriate agreement between Vendor/Contractor and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Owner Designated Representative.

Whenever any such agreement is with a subcontractor or supplier who is listed as an additional insured on the property insurance as provided in the Contract Documents, the agreement between the Vendor/Contractor and the subcontractor or supplier will contain provisions whereby the subcontractor or supplier waives all rights against Owner, Vendor/Contractor, and Owner Designated Representative, and all other individuals or entities identified in the Contract Documents to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the work. If the insurers on any such policies require separate waiver forms to be signed by any subcontractor or supplier, Vendor/Contractor will obtain the same.

8. The Vendor/Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner.

9. The Vendor/Contractor shall not award work valued at more than fifty percent (50%) of the contract price to subcontractor(s), without prior written approval of the Owner.

6.9. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Patent Fees And Royalties:

1. Vendor/Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of Owner or Owner Designated Representative its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

2. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product, or device not specified in the Contract Documents.

B. Use Of Premises:

1. The Vendor/Contractor will confine his equipment, the storage of materials and equipment, and the operations of his workers to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

2. The Vendor/Contractor shall confine the operation of workmen and equipment, and the storage of materials and equipment to the County's property or to other non-County property or in public right-of-way areas indicated on the contract drawings as including work to be done pursuant to the Contract Documents. In the event the Vendor/Contractor desires to have access to the project site, or perform work or operations pertaining to the Contract on, over or from non-County property adjacent to the project site, the Vendor/Contractor shall obtain written authorization to do so from the respective adjacent property owner(s) prior to using such property. Such written authorization shall include a provision whereby the property owner agrees to hold the County harmless, and to defend the County, in the event of any liability, loss, injury, or claim incurred as a result of the Vendor/Contractors work or operations involving the use of the adjacent non-County property. The County shall be provided with a notarized, certified copy of such written authorization(s) before the Vendor/Contractor commences work or operations or use of such property in connection with work or operations pursuant to this Contract.

C. Record Documents:

1. Vendor/Contractor shall maintain in a safe place at the site one (1) record copy of all drawings, specifications, addenda, change orders, field orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved samples and a counterpart of all approved shop drawings will be available to Engineer for reference. Upon completion of the work, these record documents, samples, and shop drawings will be delivered to Engineer for Owner.

2. Record Drawings: The Engineer will prepare a set of record drawings for the project which will include the changes made in materials, equipment, locations, and dimensions of the work. Each month or as otherwise agreed, the Vendor/Contractor shall submit to the Engineer a current listing and description (written and graphic) of each change incorporated into the work since the preceding submittal.

D. Safety And Protection:

1. Vendor/Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor/Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

a. All employees on the site and other persons who may be affected by the work:

b. All the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

2. Vendor/Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Vendor/Contractor shall notify owners of adjacent property and of underground facilities and other utility owners when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

3. All damage, injury, or loss to any property referred to above; caused directly or indirectly, in whole or in part, by Vendor/Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Vendor/Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of Owner or Engineer, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Vendor/Contractor or any subcontractor, supplier, or other individual or entity directly or indirectly employed by any of them).

4. Vendor/Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and Engineer has issued final acceptance.

5. Vendor/Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Emergencies: In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, Vendor/Contractor is obligated to act to prevent threatened damage, injury, or loss. Vendor/Contractor shall give Owner Designated Representative prompt written notice if Vendor/Contractor believes that any significant changes in the work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Owner Designated Representative determines that a change in the Contract Documents is required because of the action taken by Vendor/Contractor in response to such an emergency, a change order will be issued.

6.10. CONTRACTOR'S RESPONSIBILITIES (continued)

A. Shop Drawings, Samples and Test Specimens, Additional and Special Submittals:

1. Vendor/Contractor shall submit all shop drawings, samples and test specimens, additional and special submittals to Owner Designated Representative for review and approval in accordance with the acceptable Schedule of Submittals. The Vendor/Contractor's attention is directed to the individual specification sections in these Contract Documents which may contain additional and special submittal requirements.

   a. Shop Drawings:

      i. Submit number of copies specified in the specifications.

      ii. Data shown on the shop drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Owner Designated Representative the services, materials, and equipment Vendor/Contractor proposes to provide and to enable Owner Designated Representative to review the information for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor’s convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor’s progress and understanding of the design.

      iii. Should the Vendor/Contractor propose any item on his field drawings, or incorporate an item into the work, and that item should subsequently prove to be defective or otherwise unsatisfactory, (regardless of the Owner Designated Representative 's preliminary review), the Vendor/Contractor shall, at his own expense, replace the item with another item that will perform satisfactorily.

      iv. The Vendor/Contractor agrees that shop drawing submittals processed by the Owner Designated Representative do not become Contract Documents and are not change orders.

   b. Samples and Test Specimens:

      i. Submit number of samples and/or test specimens as required in the specifications. Where required in the specifications, and as determined necessary by the Owner Designated Representative, test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work shall be submitted to the Owner Designated Representative at the Vendor/Contractor's expense, with all cartage charges prepaid, and in such quantities and sizes as may be required for proper examination and tests to establish the quality or equality thereof, as applicable.

ii. Clearly identify each as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Owner Designated Representative may require enabling Owner Designated Representative to review the submittal for the limited purposes of establishing a reporting procedure and is intended for the Vendor/Contractor's convenience in organizing his work and to permit the Owner Designated Representative to monitor the Vendor/Contractor's progress and understanding of the design.

iii. All samples and test specimens shall be submitted in ample time to enable the Owner Designated Representative to make any examinations necessary, without delay to the work. The Vendor/Contractor will be held responsible for any loss of time due to his neglect or failure to deliver the required samples to the Owner Designated Representative, as specified.

iv. The Vendor/Contractor shall submit additional samples as required by the Owner Designated Representative to ensure equality with the original approved sample and/or for determination of specification compliance.

v. Laboratory tests and examinations that the Owner elects to have made by an independent testing laboratory will be made at no cost to the Vendor/Contractor, except that, if a sample of any material or equipment proposed for use by the Vendor/Contractor fails to meet the specifications, the cost of testing subsequent samples shall be borne by the Vendor/Contractor.

vi. All tests required by the specifications to be performed by an independent laboratory shall be made by an Owner approved laboratory. Certified test results of all specified tests shall be submitted in duplicate to the Owner Designated Representative. The samples furnished and the cost for the laboratory services shall be at the expense of the Vendor/Contractor and included in the prices bid for the associated work.

vii. Sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval, and when no longer needed by the Owner Designated Representative for reference.

c. Submittals:

i. All technical submittals shall be fully sufficient in detail for determination of compliance with the Contract Documents.

ii. Review or acceptance of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by the Vendor/Contractor shall not add to the Contract amount, and all additional costs which may result therefrom shall be solely the obligation of the Vendor/Contractor.

iii. The Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.

iv. No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Owner Designated Representative has reviewed same and returned copies with stamp and signature indicating action taken.

2. Where shop drawings, samples, additional technical or special submittals are required by the Contract Documents or the Schedule of Submittals, any related work performed prior to Owner Designated Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Vendor/Contractor.

3. Submittal Procedures:

a. Submittals shall be addressed to the Owner Designated Representative as defined in these construction documents. Before submitting each shop drawing, sample, test specimens or other technical submittal, Vendor/Contractor shall have determined and verified:

i. All field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

ii. The suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;

iii. All information relative to Vendor/Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

iv. Shall also have reviewed and coordinated each shop drawing or sample with other shop drawings and samples and with the requirements of the work and the Contract Documents.

b. Each submittal shall bear a stamp or specific written certification that Vendor/Contractor has satisfied Vendor/Contractor's obligations under the Contract Documents with respect to Vendor/Contractor's review and approval of that submittal. The practice of submitting incomplete or unchecked shop drawings for the Owner Designated Representative to correct or finish will not be acceptable. shop drawings which, in the opinion of the Owner Designated Representative, clearly indicate that they have not been checked by the Vendor/Contractor will be considered as not complying

with the intent of the Contract Documents and will be returned to the Vendor/Contractor for resubmission in the proper form.

c. With each submittal, Vendor/Contractor shall give Owner Designated Representative specific written notice of any variations, that the shop drawing or sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the shop drawings or sample submittal; and, in addition, by a specific notation made on each shop drawing or sample submitted to Owner Designated Representative for review and approval of each such variation.

d. The Vendor/Contractor shall submit to the Owner Designated Representative for his review five (5) copies of shop drawings, electrical diagrams, performance data and pump curves, wiring and control diagrams, special features, interface schematic diagrams, catalog information and cuts for fabricated items and manufactured items including structural, mechanical, electrical, plumbing, process, instrumentation and control systems and equipment furnished under this Contract. Shop drawings shall be submitted in sufficient time to allow the Owner Designated Representative not less than twenty (20) regular working days for examining the drawings.

4. Owner Designated Representative's Review:

a. Owner Designated Representative will provide timely review of shop drawings and samples in accordance with the Schedule of Submittals acceptable to Owner Designated Representative. Owner Designated Representative's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

b. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

c. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for any variation from the requirements of the Contract Documents unless Vendor/Contractor has complied with the requirements and Owner Designated Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the shop drawing or

sample. Owner Designated Representative's review and approval shall not relieve Vendor/Contractor from responsibility for complying with the requirements stated above.

5. Re-submittal Procedures:

   a. Vendor/Contractor shall make corrections required by Owner Designated Representative and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Vendor/Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner Designated Representative on previous submittals. Costs incurred by Owner Designated Representative, and/or Owner, related to review and approval of additional submittals beyond that associated with the original submittal and one (1) re-submittal will be the responsibility of the Vendor/Contractor.

6. Certificates of Compliance:

   a. A Certificate of Compliance shall be furnished for materials specified to a recognized standard or code prior to the use of any such materials in the work. The Owner Designated Representative may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirement of the specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.

   b. All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Vendor/Contractor of responsibility for incorporating material in the work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.

   c. The Owner Designated Representative reserves the right to refuse permission for use of material on the basis of a Certificate of Compliance.

   d. The form of the Certificate of Compliance and its disposition shall be as directed by the Owner Designated Representative.

6.11. CONTRACTOR'S RESPONSIBILITES (continued)

A. Continuing the Work: Vendor/Contractor shall carry on the work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as permitted in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph entitled "DELAYS" or as Owner and Vendor/Contractor may otherwise agree in writing.

B. Use of Site and Other Areas:

1. Limitation on Use of Site and Other Areas:

a. Vendor/Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by laws and regulations, and shall not unreasonably encumber the site and other areas with construction equipment or other materials or equipment. Vendor/Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the work.

b. Should any claim be made by any such owner or occupant because of the performance of the work, Vendor/Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

c. To the fullest extent permitted by laws and regulations, Vendor/Contractor shall indemnify and hold harmless Owner and Owner Designated Representative, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Owner Designated Representative, or any other party indemnified hereunder to the extent caused by or based upon Vendor/Contractor's performance of the work.

2. Removal of Debris During Performance of the Work: During the progress of the work Vendor/Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable laws and regulations.

3. Clean Up: The Vendor/Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the work; at the completion of the work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the County. The Vendor/Contractor will restore to their original condition those portions of the site not designated for alteration by the Contract Documents. If at any time during construction of this project, the

Vendor/Contractor fails to clean up on a daily basis, the County may do so. All costs associated with the County's cleanup activities on behalf of the Vendor/Contractor shall be deducted from amounts due to the Vendor/Contractor. Prior to Substantial Completion of the work, Vendor/Contractor shall clean the site and the work and make it ready for utilization by Owner. At the completion of the work Vendor/Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

4. Loading Structures: Vendor/Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Vendor/Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

C. Vendor/Contractor's General Warranty and Guarantee:

1. Vendor/Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner Designated Representative and its related entities shall be entitled to rely on representation of Vendor/Contractor's warranty and guarantee. All unsatisfactory work, all faulty work, and all work not conforming to the requirements of the Contract Documents or any inspections, test or approvals shall be considered defective. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in the Bid Specification.

2. Vendor/Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

   a. Abuse, modification, or improper maintenance or operation by persons other than Vendor/Contractor, subcontractors, suppliers, or any other individual or entity for whom Vendor/Contractor is responsible; or

   b. Normal wear and tear under normal usage.

3. Vendor/Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Vendor/Contractor's obligation to perform the work in accordance with the Contract Documents:

   a. Observations by Owner Designated Representative;

   b. Recommendation by Owner Designated Representative or payment by Owner of any progress or final payment;

c. The issuance of a certificate of Substantial Completion by Owner Designated Representative or any payment related thereto by Owner;

d. Use or occupancy of the work or any part thereof by Owner;

e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner Designated Representative;

f. Any inspection, test, or approval by others; or

g. Any correction of defective work by Owner.

4. The Vendor/Contractor shall provide and maintain in a neat and sanitary condition, such accommodations for the use of his employees as may be necessary to comply with the requirements of the state board of health or of the Owner Designated Representative.

5. The Vendor/Contractor shall be responsible for installing, operating and maintaining all traffic control associated with the project, including detours, advance warnings, channelization or other features, both at the immediate work site and at any outlying points determined by the Owner to be necessary to satisfy project requirements and to maintain safe operations at the landfill. If traffic control is necessary, the Vendor/Contractor shall prepare a detailed traffic control plan. This plan shall be approved in writing by the Owner prior to implementation by the Vendor/Contractor.

D. Delegation of Professional Design Services:

1. Vendor/Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the work or unless such services are required to carry out Vendor/Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Vendor/Contractor shall not be required to provide professional services in violation of applicable law.

2. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Vendor/Contractor by the Contract Documents, Owner and Owner Designated Representative will specify all performance and design criteria that such services must satisfy. Vendor/Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Owner Designated Representative.

3. Owner and Owner Designated Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such

design professionals, provided Owner and Owner Designated Representative have specified to Vendor/Contractor all performance and design criteria that such services must satisfy.

4. Owner Designated Representative's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Owner Designated Representative's review and approval of shop drawings and other submittals (except design calculations and design drawings) will be only for the purpose of determining if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed project as a functioning whole as indicated by the Contract Documents.

5. Vendor/Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.12. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS:

A. Availability of Lands:

1. Owner shall furnish the site. Owner shall notify Vendor/Contractor of any encumbrances or restrictions not of general application but specifically related to use of the site with which Vendor/Contractor must comply in performing the work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Vendor/Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, as a result of any delay in Owner's furnishing the site or a part thereof, Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

2. Upon reasonable written request, Owner shall furnish Vendor/Contractor with a current statement of record legal title and legal description of the lands upon which the work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable laws and regulations.

3. Vendor/Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

B. Subsurface and Physical Conditions:

1. Reports and Drawings:

a. Those reports of explorations and tests of subsurface conditions at or contiguous to the site that Owner Designated Representative has used in preparing the Contract Documents; and

b. Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) that Engineer has used in preparing the Contract Documents will be included in the Contract Documents as Attachments.

2. Limited reliance by Vendor/Contractor on technical data authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Contract Documents. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

   a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Vendor/Contractor,

   b. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

   c. Any Vendor/Contractor interpretation of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information.

3. Differing Subsurface or Physical Conditions:

   a. Notice: If Vendor/Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

      i. Is of such a nature as to establish that any technical data on which Vendor/Contractor is entitled to rely as provided in Titled "UNDERGROUND FACILITIES" is materially inaccurate; or

      ii. Is of such a nature as to require a change in the Contract Documents; or

      iii. Differs materially from that shown or indicated in the Contract Documents; or

      iv. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any work in connection therewith, notify Owner and Owner Designated Representative in writing about such condition.

Vendor/Contractor shall not further disturb such condition or perform any work in connection therewith until receipt of written order to do so.

b. Owner Designated Representative's Review: After receipt of written notice, Owner Designated Representative will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Vendor/Contractor) of Owner Designated Representative's findings and conclusions.

c. Possible Price and Times Adjustments:

   i. The contract price or the contract times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Vendor/Contractor's cost of, or time required for, performance of the work; subject, however, to the following:

      I. Such condition must meet any one (1) or more of the categories described in Section Titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" paragraph titled "DELAYS" and

      II. With respect to work that is paid for on a unit price basis, any adjustment in contract price will be subject to the provisions of stated in the Contract Documents.

   ii. Vendor/Contractor shall not be entitled to any adjustment in the contract price or contract times if:

      I. Vendor/Contractor knew of the existence of such conditions at the time Vendor/Contractor made a final commitment to Owner with respect to contract price and contract times by the submission of a bid or becoming bound under a negotiated Contract; or

      II. The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the site and contiguous areas required by the bidding requirements or Contract Documents to be conducted by or for Vendor/Contractor prior to Vendor/Contractor's making such final commitment; or

      III. Vendor/Contractor failed to give the written notice as required by provisions above.

   iii. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times, or both, a claim may be made therefore as provided in Contract Documents. However, Owner and Owner Designated Representative, and any of their related

entities shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

4. Underground Facilities:

   a. Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based on information and data furnished to Owner or Engineer by the owners of such underground facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Bid documents:

      i. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

      ii. The cost of all of the following will be included in the contract price, and Vendor/Contractor shall have full responsibility for:

         I. Reviewing and checking all such information and data,

         II. Locating all underground facilities shown or indicated in the Contract Documents,

         III. Coordination of the work with the owners of such underground facilities, including Owner, during construction, and

         IV. The safety and protection of all such underground facilities and repairing any damage thereto resulting from the work.

      iii. The Vendor/Contractor shall locate all existing utilities, vertical and horizontal, prior to commencement of construction and any excavation.

   b. Not Shown or Indicated:

      i. If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Vendor/Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any work in connection therewith, identify the owner of such underground facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the underground facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the underground facility. During such

time, Vendor/Contractor shall be responsible for the safety and protection of such underground facility.

ii. If Engineer concludes that a change in the Contract Documents is required, a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the contract price or contract times, or both, to the extent that they are attributable to the existence or location of any underground facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Vendor/Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in contract price or contract times, Owner or Vendor/Contractor may make a claim therefore as provided in the Contract Documents.

c. Obstructions:

i. Any pipes, conduits, wires, mains, footings, driveways, or other structures encountered shall be carefully protected from injury or displacement. Any damage thereto shall be fully, promptly, and properly repaired by the Vendor/Contractor to the satisfaction of the Owner Designated Representative and the Owner thereof. Should it become necessary to change the position of water or gas or other pipes, sewer drains, or poles, the Engineer shall be at once notified of the locality and circumstances, and no claims for damages arising from the delay in adjusting the pipe, sewer drains or poles shall be made. Failure of the plans to show the locations, nature or extent of any existing structures or obstructions shall not be the basis of a claim for extra work. Any survey monument or benchmark which must be disturbed shall be carefully referenced before removal, and unless otherwise provided for, shall be replaced upon completion of the work by a registered land surveyor. Any survey monuments or bench markers which are disturbed shall be replaced by a Florida registered land surveyor.

6.13. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS: (continued)

A. Reference Points:

1. Owner shall provide engineering surveys to establish reference points for construction which in Owner Designated Representative's judgment are necessary to enable Vendor/Contractor to proceed with the work. Vendor/Contractor shall be responsible for laying out the work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written

approval of Owner. Vendor/Contractor shall report to Owner Designated Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

2. Vendor/Contractor will furnish all surveys and construction stakeouts unless otherwise specified. The Vendor/Contractor will provide horizontal control and bench marks or elevations for vertical control. The number and extent of such control will be designated to the Vendor/Contractor by the Owner Designated Representative prior to bid opening, upon request. It shall be the responsibility of the Vendor/Contractor to check all stakes as set by the Engineer for possible error. The Vendor/Contractor shall furnish, free of charge, all additional stakes, all templates, and other materials necessary for marking and maintaining points and lines given. The Vendor/Contractor shall be held responsible for the preservation of all stakes and marks, and if any of the stakes or marks are destroyed or disturbed, the cost of replacing them shall be charged against, and shall be deducted from the payment for the work. The Vendor/Contractor shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

3. The Vendor/Contractor shall provide reasonable and necessary opportunities and facilities for setting points and making measurements. He shall not proceed until he has made timely demand upon the Owner Designated Representative for, and received from him, such points as may be necessary as the work progresses. The work shall be done in strict conformity with such points.

    a. Alignment Markers. The markers for alignment and location information which are shown on the plans have been previously established by a Florida registered land surveyor. Monuments and other field markers consist of railroad spikes, iron pins, concrete monuments, and other markers in customary use in the area. The Vendor/Contractor shall lay out his work from these markers, and shall be responsible for all measurements in connection therewith. The Vendor/Contractor shall preserve all alignment and right-of-way markers, and shall reset or replace at his own expense, any and all which are removed, destroyed or covered up by his work. In the event that additional markers, stakes or monuments are required, or in the event that previously established markers must be replaced, the Vendor/Contractor shall employ a Florida registered land surveyor to reset or replace them.

    b. Bench Marks. The Vendor/Contractor shall lay out his work from bench marks and elevations set by the Engineer. Bench marks and elevations set by the Engineer will be shown and explained to the Vendor/Contractor. Thereafter, these bench marks and elevations become the sole responsibility of the Vendor/Contractor, and if replacement is required, either at the request of the Vendor/Contractor or in the judgment of the

Owner Designated Representative, the Vendor/Contractor shall pay for the cost of replacement. The Vendor/Contractor shall furnish, at his own expense, all templates, stakes, equipment, labor and materials as may be required in laying out any part of the work.

B. Hazardous Environmental Condition at Site:

1. Reports and Drawings: Any reports and drawings relating to a hazardous environmental condition identified at the site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents will be included in the Contract Documents as Attachments under Reference Documents.

2. Limited Reliance by Vendor/Contractor on Technical Data Authorized: Vendor/Contractor may rely upon the general accuracy of the technical data contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such technical data is identified in the Technical Specifications. Except for such reliance on such technical data, Vendor/Contractor may not rely upon or make any claim against Owner or Engineer, or any of their related entities with respect to:

   a. The completeness of such reports and drawings for Vendor/Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Vendor/Contractor and safety precautions and programs incident thereto; or

   b. Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings;

3. Vendor/Contractor shall not be responsible for any hazardous environmental condition uncovered or revealed at the site which was not shown or indicated in drawings or specifications or identified in the Contract Documents to be within the scope of the work. Vendor/Contractor shall be responsible for a hazardous environmental condition created with any materials brought to the site by Vendor/Contractor, subcontractors, suppliers, or anyone else for whom Vendor/Contractor is responsible.

4. If Vendor/Contractor encounters a hazardous environmental condition or if Vendor/Contractor or anyone for whom Vendor/Contractor is responsible creates a hazardous environmental condition, Vendor/Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Owner Designated Representative (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Owner Designated Representative concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

5. Vendor/Contractor shall not be required to resume work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Vendor/Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of work; or (ii) specifying any special conditions under which such work may be resumed safely. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in contract price or contract times, or both, as a result of such work stoppage or such special conditions under which work is agreed to be resumed by Vendor/Contractor, either party may make a claim therefore as provided in the Contract Documents.

6. If after receipt of such written notice Vendor/Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then Owner may order the portion of the work that is in the area affected by such condition to be deleted from the work. If Owner and Vendor/Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in contract price or contract times as a result of deleting such portion of the work, then either party may make a claim therefore as provided in the Contract Documents. Owner may have such deleted portion of the work performed by Owner's own forces or others in accordance with Section "Other Work at the Site".

7. The provisions in this paragraph do not apply to a hazardous environmental condition uncovered or revealed at the site.

6.14. PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after the effective date of the contract, but before Vendor/Contractor starts the work at the site, a conference attended by Vendor/Contractor, Owner Designated Representative, and other County staff personnel as appropriate will be held to discuss such topics as may include, but not limited to; schedules, procedures for handling shop drawings and other submittals and for processing Applications for Payment, MOT, initiation of coordination with affected utilities, agreement upon the Notice to Proceed date, and to establish a working understanding among the parties as to the work.

6.15. INITIAL ACCEPTANCE OF SCHEDULES:

At least ten (10) days before submission of the first application for payment, a conference attended by Vendor/Contractor, Owner Designated Representative, and others as appropriate will be held to review for acceptability to Owner Designated Representative. Vendor/Contractor shall have an additional ten (10) days to make corrections and adjustments and to complete and re-submit the schedules. No progress payment shall be made to Vendor/Contractor until acceptable schedules are submitted to Owner Designated Representative.

A. The Progress Schedule will be acceptable to Owner Designated Representative if it provides an orderly progression of the work to completion within the contract times. Such acceptance will not impose on Owner Designated Representative responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the work nor interfere with or relieve Vendor/Contractor from Vendor/Contractor's full responsibility therefore.

B. Vendor/Contractor's Schedule of Submittals will be acceptable to Owner Designated Representative if it provides a workable arrangement for reviewing and processing the required submittals.

C. Vendor/Contractor's Schedule of Values will be acceptable to Owner Designated Representative as to form and substance if it provides a reasonable allocation of the contract price to component parts of the work.

6.16. CHANGES IN THE WORK; CLAIMS:

A. Authorized Changes in the Work:

1. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the work by a Change Order. Upon receipt of any such document, Vendor/Contractor shall promptly proceed with the work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

2. All Owner ordered Change Orders will be subject to approval as specified under the provisions of section 218.755, F.S. and as stipulated in the Contract Agreement attached herein.

3. If Owner and Vendor/Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the contract price or contract times, or both, that should be allowed as a result of a change order, a claim may be made therefor as provided in the Paragraph titled: "CLAIMS" below.

B. Unauthorized Changes in the Work: Vendor/Contractor shall not be entitled to an increase in the contract price or an extension of the contract times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented, except in the case of an emergency as stated in Paragraph titled "EMERGENCIES" above, or in the case of uncovering work as stated in Paragraph titled "UNCOVERING WORK", below.

C. Execution of Change Orders:

1. Owner and Vendor/Contractor shall execute appropriate change orders recommended by Owner Designated Representative covering:

a. Changes in the work which are: (i) ordered by Owner pursuant to Paragraph titled "AUTHORIZED CHANGED IN THE WORK" above, (ii) required because of acceptance of

defective work pursuant to Paragraph titled "ACCEPTANCE OF DEFECTIVE WORK", below or Owner's correction of defective work pursuant to Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK" , below or (iii) agreed to by the parties;

b. Changes in the contract price or contract times which are agreed to by the parties, including any undisputed sum or amount of time for work actually performed in accordance with a change order; and

c. Changes in the contract price or contract times which embody the substance of any written decision rendered by Owner Designated Representative pursuant to Section titled "TESTS AND INSPECTIONS: CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", below ; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable laws and regulations, but during any such appeal, Vendor/Contractor shall carry on the work and adhere to the Progress Schedule as provided in Section titled "STARTING THE WORK", above.

2. The contract price constitutes the total compensation payable to the Vendor/Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Vendor/Contractor shall be at his expense without change in the contract price. The Contract Price may only be changed by a change order. Any claim for an increase in the Contract Price shall be in writing and delivered to the Owner Designated Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the contract price shall be determined by the Owner Designated Representative. Any change in the contract price shall be incorporated in a change order.

D. Notification to Surety: If notice of any change affecting the general scope of the work or the provisions of the Contract Documents (including, but not limited to, contract price or contract times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Vendor/Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

E. Claims:

1. Chief Procurement Officer's Decision Required: All claims, except those waived pursuant to Paragraph titled "WAIVER OF CLAIMS", below, shall be referred to the Chief Procurement Officer for decision. A decision by the Chief Procurement Officer shall be required as a condition precedent to any exercise by Owner or Vendor/Contractor of any rights or remedies either may otherwise have under Paragraph titled "OWNER MAY CORRECT DEFECTIVE WORK", below or by laws and regulations in respect of such claims.

2. Notice: Written notice stating the general nature of each claim shall be delivered by the claimant to the Chief Procurement Officer and the other party to the Contract promptly (but in no event later than thirty (30) days) after the start of the event giving rise thereto. The

responsibility to substantiate a claim shall rest with the party making the claim. Notice of the amount or extent of the claim, with supporting data shall be delivered to the Chief Procurement Officer and the other party to the Contract within sixty (60) days after the start of such event (unless the Chief Procurement Officer allows additional time for claimant to submit additional or more accurate data in support of such claim). A claim for an adjustment in contract price shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT PRICE", above. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph titled "CHANGE OF CONTRACT TIMES". Each claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to the Chief Procurement Officer and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless the Chief Procurement Officer allows additional time).

3. Chief Procurement Officer's Action: Chief Procurement Officer will review each claim and, within thirty (30) days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one (1) of the following actions in writing:

   a. Deny the claim in whole or in part,

   b. Approve the claim, or

   c. Notify the parties that the Chief Procurement Officer is unable to resolve the claim if, in the Chief Procurement Officer's sole discretion, it would be inappropriate for the Chief Procurement Officer to do so. For purposes of further resolution of the claim, such notice shall be deemed a denial.

4. In the event that Chief Procurement Officer does not take action on a claim within said thirty (30) days, the claim shall be deemed denied.

5. Chief Procurement Officer's written action or denial pursuant to Paragraphs 3. and 4., above will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Section titled "DISPUTE RESOLUTION" within thirty (30) days of such action or denial.

6. No claim for an adjustment in contract price or contract times will be valid if not submitted in accordance with the provisions stated in Section titled "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" .

6.17. COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

A. Cost of the Work:

1. Costs Included: The term cost of the work means the sum of all costs, except those excluded according to Section titled "COSTS EXCLUDED" below, necessarily incurred and paid by

Vendor/Contractor in the proper performance of the work. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, the costs to be reimbursed to Vendor/Contractor will be only those additional or incremental costs required because of the change in the work or because of the event giving rise to the claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items, and shall not include any of the costs itemized in Section titled "COSTS EXCLUDED".

a. Payroll costs for employees in the direct employ of Vendor/Contractor in the performance of the work under schedules of job classifications agreed upon by Owner and Vendor/Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the site. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include Social Security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and suppliers' field services required in connection therewith. All cash discounts shall accrue to Vendor/Contractor unless Owner deposits funds with Vendor/Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Vendor/Contractor shall make provisions so that they may be obtained.

c. Payments made by Vendor/Contractor to subcontractors for work performed by subcontractors. If required by Owner, Vendor/Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Vendor/Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Owner Designated Representative, which bids, if any, will be acceptable. If any subcontract provides that the subcontractor is to be paid on the basis of cost of the work plus a fee, the subcontractor's cost of the work and fee shall be determined in the same manner as Vendor/Contractor's cost of the work and fee as provided in this Section titled "COST OF THE WORK".

d. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the work.

e. Supplemental costs including the following:

   i. The proportion of necessary transportation, travel, and subsistence expenses of Vendor/Contractor's employees incurred in discharge of duties connected with the work.

   ii. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site, and hand tools not owned by the workers, which are consumed in the performance of the work, and cost, less market value, of such items used but not consumed which remain the property of Vendor/Contractor.

   iii. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Vendor/Contractor or others in accordance with rental agreements approved by Owner with the advice of the Owner Designated Representative, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.

   iv. Sales, consumer, use, and other similar taxes related to the work, and for which Vendor/Contractor is liable, imposed by laws and regulations.

   v. Deposits lost for causes other than negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

   vi. Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by Vendor/Contractor in connection with the performance of the work (except losses and damages within the deductible amounts of property insurance established in accordance with the Contract Documents), provided such losses and damages have resulted from causes other than the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining Vendor/Contractor's fee.

   vii. The cost of utilities, fuel, and sanitary facilities at the site.

viii. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressages, and similar petty cash items in connection with the work.

ix. Vendor/Contractor is required by the Contract Documents to purchase and maintain all bonds and insurance.

2. Costs Excluded: The term cost of the work shall not include any of the following items:

   a. Payroll costs and other compensation of Vendor/Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, procurement and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Vendor/Contractor, whether at the site or in Vendor/Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 1. (in this section) or specifically covered by Paragraph 1. d. (in this section), all of which are to be considered administrative costs covered by the Vendor/Contractor's fee.

      i. Expenses of Vendor/Contractor's principal and branch offices other than Vendor/Contractor's office at the site.

      ii. Any part of Vendor/Contractor's capital expenses, including interest on Vendor/Contractor's capital employed for the work and charges against Vendor/Contractor for delinquent payments.

      iii. Costs due to the negligence of Vendor/Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

      iv. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 1. and 2. (in this section).

3. Vendor/Contractor's Fee: When all the work is performed on the basis of cost-plus, Vendor/Contractor's fee shall be determined as set forth in the Agreement. When the value of any work covered by a change order or when a claim for an adjustment in contract price is determined on the basis of cost of the work, Vendor/Contractor's fee shall be determined as set forth in Section titled: "CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES" Paragraph titled: "VENDOR/CONTRACTOR'S FEE".

4. Documentation: Whenever the cost of the work for any purpose is to be determined pursuant to Paragraph 1.(in this section), Vendor/Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a

form acceptable to Owner Designated Representative an itemized cost breakdown together with supporting data.

B. Allowances:

1. It is understood that Vendor/Contractor has included in the contract price all allowances so named in the Contract Documents and shall cause the work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

2. Cash Allowances:

   a. Vendor/Contractor agrees that:

      i. The cash allowances include the cost to Vendor/Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

      ii. Vendor/Contractor's costs for unloading and handling on the site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

3. Contingency Allowance: Vendor/Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

4. Prior to final payment, an appropriate change order will be issued as recommended by Engineer to reflect actual amounts due Vendor/Contractor on account of work covered by allowances, and the contract price shall be correspondingly adjusted.

C. Unit Price Work:

1. Where the Contract Documents provide that all or part of the work is to be unit price work, initially the contract price will be deemed to include for all unit price work an amount equal to the sum of the unit price for each separately identified item of unit price work times the estimated quantity of each item as indicated in the Agreement.

2. The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial contract price. Determinations of the actual quantities and classifications of unit price work performed by Vendor/Contractor will be made by Owner Designated Representative subject to the provisions stated in the Contract Documents.

3. Each unit price will be deemed to include an amount considered by Vendor/Contractor to be adequate to cover Vendor/Contractor's overhead and profit for each separately identified item.

6.18. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

Change of Contract Price:

A. The Contract Price may only be changed by a change order. Any claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the claim to the Owner Designated Representative and the Chief Procurement Officer to the Contract in accordance with Section titled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Claims" above .

B. The value of any work covered by a change order or of any claim for an adjustment in the Contract Price will be determined as follows:

   1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions stated in Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "UNIT PRICE WORK"; or

   2. Where the work involved is not covered by unit prices contained in the Contract Documents, but by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with above Section titled: COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "CASH ALLOWANCES"); or

   3. Where the work involved is not covered by unit prices contained in the Contract Documents and Agreement to a lump sum is not reached under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled: "COST OF THE WORK" , on the basis of the cost of the work, plus a Vendor/Contractor's fee for overhead and profit as described in this Section, Paragraph titled "VENDOR/CONTRACTOR'S FEE", immediately below.

C. Vendor/Contractor's Fee: The Vendor/Contractor's fee for overhead and profit shall be determined as follows:

   1. A mutually acceptable fixed fee; or

   2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the cost of the work:

      a. For costs incurred under Paragraphs B.1. and B.2. (in this section), the Vendor/Contractor's fee shall be fifteen percent (15%);

      b. For costs incurred under Paragraph B.3. (in this section) , the Vendor/Contractor's fee shall be five percent (5%);

      c. Where one (1) or more tiers of Sub-Contracts are on the basis of cost of the work plus a fee and no fixed fee is agreed upon, the intent of Paragraph C.2.a. above (in this section) is that the subcontractor who actually performs the work, at whatever tier, will be paid

a fee of fifteen percent (15%) of the costs incurred by such subcontractor under Paragraphs B.1 and B.2. (in this section) and that any higher tier subcontractor and Vendor/Contractor will each be paid a fee of five percent (5%) of the amount paid to the next lower tier subcontractor;

d. No fee shall be payable on the basis of costs itemized under Section titled "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK" Paragraph titled "COST OF THE WORK", "COSTS INCLUDED" paragraph 1.A.4, 1.A.5 and 1.B.;

e. The amount of credit to be allowed by Vendor/Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Vendor/Contractor's fee by an amount equal to five percent (5%) of such net decrease; and

f. When both additions and credits are involved in any one (1) change, the adjustment in Vendor/Contractor's fee shall be computed on the basis of the net change in accordance with above Paragraphs (in this section) C.2.a. through C.2.f., inclusive.

D. In such case, the Vendor/Contractor will submit in the form prescribed by the Owner, an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the Vendor/Contractor to the Owner for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the Owner. When both additions and credits are involved in any one (1) change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

6.19. CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES (continued)

A. Change of Contract Times:

1. The Contract Times may only be changed by a change order. Any claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the claim to the Engineer and the other party to the Contract in accordance with the provisions of Section titled " CHANGES INT HE WORK; CLAIMS" paragraph titled "CLAIMS".

2. Any adjustment of the contract times covered by a change order or any claim for an adjustment in the contract times will be determined in accordance with the provisions of this paragraph.

B. Delays:

1. Where Vendor/Contractor is prevented from completing any part of the work within the contract times due to delay beyond the control of Vendor/Contractor, the contract times will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS, paragraph titled "CLAIMS". Delays beyond the control of Vendor/Contractor shall include, but not be limited

to, acts or neglect by Owner, acts or neglect of utility owners or other Vendor/Contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.

2. If Owner, Engineer, or other Vendor/Contractors or utility owners performing other work for Owner, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the work, then Vendor/Contractor shall be entitled to an equitable adjustment in the contract price or the contract times, or both. Vendor/Contractor's entitlement to an adjustment of the contract times is conditioned on such adjustment being essential to Vendor/Contractor's ability to complete the work within the contract times.

3. If Vendor/Contractor is delayed in the performance or progress of the work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Vendor/Contractor, then Vendor/Contractor shall be entitled to an equitable adjustment in contract times, if such adjustment is essential to Vendor/Contractor's ability to complete the work within the Contract Times. Such an adjustment shall be Vendor/Contractor's sole and exclusive remedy for the delays described in this paragraph.

    a. Time Extensions for Delays Caused by Weather - Extensions of Contract Time for delays caused by the effects of inclement weather are justified only when inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

        i. The Vendor/Contractor being unable to work at least fifty percent (50%) of the normal work day on the predetermined controlling work items; or

        ii. The Vendor/Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

        iii. Vendor/Contractor must submit a written notice along with their updated Progress Schedule with their monthly progress payment request. If no monthly progress payment is being submitted for the month, then a written notice within thirty (30) days after occurrence of the event(s) giving rise to the weather delays must be submitted to the Owner, Engineer or designated person.

    b. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

c. Project Manager/Inspector - Daily reports shall be maintained for all projects by the Project Manager/Inspector. This shall include weather conditions, working conditions, erosion control, and effects of weather on major work items identified on the progress schedule and general comments as a minimum.

d. Weather Delays for Projects - Time extensions will be granted on a contract day per delayed day.

i. The Contractor provides a schedule which identifies the intended work week, thus determining the scheduled work days and the controlling items of work. The initial progress schedule must be approved and agreed to by Owner, Engineer, or designated person and Contractor's Representative prior to the notice to proceed being issued and before any work has been performed and monthly when submitted with the pay request if any changes have occurred during the reporting period. No weather delays will be recognized before the Vendor/Contractor actually begins work or attempts to begin work in accordance with the approved project work schedule. Weather delays will be granted only during the authorized contract time period.

ii. The Owner, Engineer or designated person shall review the request and the daily reports and determine if these delays are authorized. A written response will be given to the Contractor/Vendor within five (5) business days after receipt of the request. The Chief Procurement Officer will be provided a copy of this letter and any related correspondence.

4. Owner, Engineer and the related entities of each of them shall not be liable to Vendor/Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Vendor/Contractor on or in connection with any other project or anticipated project.

5. Vendor/Contractor shall not be entitled to an adjustment in contract price or contract times for delays within the control of Vendor/Contractor. Delays attributable to and within the control of a subcontractor or supplier shall be deemed to be delays within the control of Vendor/Contractor.

6.20. TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK:

A. Notice of Defects: Prompt notice of all defective work of which Owner or Engineer has actual knowledge will be given to Vendor/Contractor. All defective work may be rejected, corrected, or accepted as provided in this Paragraph.

B. Access to Work: Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the site and the work at reasonable times for their observation, inspecting, and testing. Vendor/Contractor shall provide them proper and safe conditions for such access and advise them of Vendor/Contractor's site safety procedures and programs so that they may comply therewith as applicable.

C. Tests and Inspections:

1. Vendor/Contractor shall give Engineer timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

2. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

   a. For inspections, tests, or approvals covered by Paragraphs D. and E. below;

   b. That costs incurred in connection with tests or inspections conducted pursuant to Paragraph C.2. shall be paid according to Paragraph E.; and

   c. As otherwise specifically provided in the Contract Documents.

3. If laws or regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Vendor/Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Owner Designated Representative the required certificates of inspection or approval.

4. Vendor/Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Owner Designated Representative's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Vendor/Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Owner Designated Representative.

5. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Vendor/Contractor without written concurrence of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for observation.

6. Uncovering work as provided in Paragraph D. shall be at Vendor/Contractor's expense unless Vendor/Contractor has given Engineer timely notice of Vendor/Contractor's intention

to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

7. Periodic inspections will be held throughout the work at the discretion of the Owner and Engineer to verify progress and compliance to Contract Documents, pay requests and general quality control.

8. Pre-final inspections are held for the purpose of substantiating completion of the work and preparing a punch-list of any deficiencies or corrections to be made. Pre-finals should be made with a representative of the Vendor/Contractor, Owner Designated Representative and Owner.

9. Final inspections will be held prior to acceptance in order to verify that all corrections and/or deficiencies have been performed or resolved and such inspection shall be mandatory prior to approval of final pay request. Finals shall be made with a representative of the Vendor/Contractor, Engineer and Owner.

D. Uncovering Work:

1. If any work is covered contrary to the written request of Owner Designated Representative, it must, if requested by Owner Designated Representative, be uncovered for Owner Designated Representative's observation and replaced at Vendor/Contractor's expense.

2. If Owner Designated Representative considers it necessary or advisable that covered work be observed by Owner Designated Representative or inspected or tested by others, Vendor/Contractor, at Owner Designated Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner Designated Representative may require, that portion of the work in question, furnishing all necessary labor, material, and equipment.

3. If it is found that the uncovered work is defective, Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the contract price. if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

4. If, the uncovered work is not found to be defective, and there are no related inspection requirements in the contract documents, Vendor/Contractor shall be allowed an increase in the contract price or an extension of the contract times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and

reconstruction. If the parties are unable to agree as to the amount or extent thereof, Vendor/Contractor may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS" paragraph titled "CLAIMS".

E. Owner Designated Representative May Stop the Work: If the work is defective, or Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the contract documents, Owner may order Vendor/Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Vendor/Contractor, any subcontractor, any supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

F. Correction or Removal of Defective Work:

1. Promptly after receipt of notice, Vendor/Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by Owner Designated Representative, remove it from the project and replace it with work that is not defective. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

2. When correcting defective work under the terms of this paragraph or the paragraph below, Vendor/Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said work.

G. Correction Period:

1. If within one (1) year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the contract documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Vendor/Contractor's use by Owner or permitted by laws and regulations as contemplated in the Contract Documents is found to be defective, Vendor/Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

   a. Repair such defective land or areas; or

   b. Correct such defective work; or

   c. If the defective work has been rejected by Owner, remove it from the project and replace it with work that is not defective, and

d. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

2. If Vendor/Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Vendor/Contractor.

3. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the work, the correction period for that item may start to run from an earlier date if so provided in the specifications.

4. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under above paragraph F, the correction period hereunder with respect to such work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

5. Vendor/Contractor's obligations under above paragraph F. are in addition to any other obligation or warranty. The provisions of Paragraph F. shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

H. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of defective work, Owner (and, prior to Owner Designated Representative's recommendation of final payment, Owner Designated Representative) prefers to accept it, Owner may do so. Vendor/Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner Designated Representative as to reasonableness) and the diminished value of the work to the extent not otherwise paid by Vendor/Contractor pursuant to this sentence. If any such acceptance occurs prior to Owner Designated Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the contract documents with respect to the work, and Owner shall be entitled to an appropriate decrease in the contract price, reflecting the diminished value of work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS". If the acceptance occurs after such recommendation, an appropriate amount will be paid by Vendor/Contractor to Owner.

I. Owner May Correct Defective Work:

1. If Vendor/Contractor fails within a reasonable time after written notice from Owner Designated Representative to correct defective work or to remove and replace rejected work as required by Owner Designated Representative in accordance with Paragraph F., or if Vendor/Contractor fails to perform the work in accordance with the contract documents, or if Vendor/Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven (7) days written notice to Vendor/Contractor, correct or remedy any such deficiency.

2. In exercising the rights and remedies under this paragraph, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site, take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's Designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under Paragraph I. will be charged against Vendor/Contractor, and a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the contract price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a claim therefore as provided in Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "CLAIMS. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Vendor/Contractor's defective work.

4. Vendor/Contractor shall not be allowed an extension of the contract times because of any delay in the performance of the work attributable to the exercise by Owner of Owner's rights and remedies under Paragraph I.

6.21. PAYMENTS TO CONTRACTOR AND COMPLETION

A. Schedule of Values: The Schedule of Values established as provided in Section titled "STARTING THE WORK", paragraph A. 2. c. will serve as the basis for progress payments and will be incorporated into a form of application for payment acceptable to Owner Designated Representative. Progress payments on account of unit price work will be based on the number of units completed.

B. Progress Payments:

1. Application for Payments:

a. At least twenty (20) business days before the date established in the Agreement for each progress payment (but not more often than once a month), Vendor/Contractor shall submit to Owner Designated Representative for review an application for payment filled out and signed by vendor/contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the contract documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at the site or at another location agreed to in writing, the application for payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment all of which must be satisfactory to Owner.

b. Beginning with the second application for payment, each application shall include an affidavit of Vendor/Contractor stating that all previous progress payments received on account of the work have been applied on account to discharge Vendor/Contractor's legitimate obligations associated with prior applications for payment.

c. The amount of retainage with respect to progress payments will be as stipulated in Article 5.02 of the construction agreement.

d. All progress payments will be subject to withholding and payment of retainage as specified under the provisions of sec. 218.735 , F.S. and as stipulated in the Contract Agreement attached herein. Payment requests will be processed within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, sec. 218.735 , F.S.

2. Review of Applications:

a. Owner Designated Representative will, within five (5) business days after receipt of each application for payment, either indicate in writing a recommendation of payment and present the application to Owner or return the application to Vendor/Contractor indicating in writing Owner Designated Representative's reasons for refusing to recommend payment. In the latter case, Vendor/Contractor may make the necessary corrections and resubmit the application.

b. Owner Designated Representative's recommendation of any payment requested in an application for payment will constitute a representation by Owner Designated Representative to Owner, based on Owner Designated Representative's observations on the site of the executed work as an experienced and qualified design professional and on Owner Designated Representative's review of the application for payment and the

accompanying data and schedules, that to the best of Owner Designated Representative's knowledge, information and belief:

i. The work has progressed to the point indicated;

ii. The quality of the work is generally in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price work under above Section titled: "COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK",, and to any other qualifications stated in the recommendation); and

iii. The conditions precedent to Vendor/Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Owner Designated Representative's responsibility to observe the work.

c. By recommending any such payment Owner Designated Representative will not thereby be deemed to have represented that:

i. Inspections made to check the quality or the quantity of the work as it has been performed have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Owner Designated Representative in the Contract Documents; or

ii. That there may not be other matters or issues between the parties that might entitle Vendor/Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Vendor/Contractor.

d. Neither Owner Designated Representative's review of Vendor/Contractor's work for the purposes of recommending payments nor Owner Designated Representative's recommendation of any payment, including final payment, will impose responsibility on Owner Designated Representative:

i. To supervise, direct, or control the work, or

ii. For the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

iii. For Vendor/Contractor's failure to comply with laws and regulations applicable to Vendor/Contractor's performance of the work, or

iv. To make any examination to ascertain how or for what purposes Vendor/Contractor has used the moneys paid on account of the contract price, or

v. To determine that title to any of the work, materials, or equipment has passed to Owner free and clear of any liens.

e. Owner Designated Representative may refuse to recommend the whole or any part of any payment if, in Owner Designated Representative's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 2.b., above. Owner Designated Representative may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Owner Designated Representative's opinion to protect Owner from loss because:

   i. The work is defective, or completed work has been damaged, requiring correction or replacement;

   ii. The contract price has been reduced by change orders;

   iii. Owner has been required to correct defective work or complete work in accordance with above Paragraph titled "Owner May Correct Defective Work" in Section titled: "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK"; or

   iv. Owner Designated Representative has actual knowledge of the occurrence of any of the events enumerated in below Paragraph titled "Owner May Terminate for Cause: " in Section titled: "TERMINATION AND SUSPENSION OF WORK".

3. Payment Becomes Due: The application for payment, and all of the required Federal and State submittals, with the Owner Designated Representative's recommendations will be presented to the Owner for consideration. If the Owner finds the application for payment acceptable, the recommended amount, less any reduction under the provisions of Paragraph B. 2. (in this section), will become due twenty-five (25) business days after the application for payment is presented to the Owner, and the Owner will make payment to the Vendor/Contractor.

4. Payment to Vendor/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. Reduction in Payment:

   a. Owner may refuse to make payment of the full amount recommended by Owner Designated Representative because:

i. Claims have been made against Owner on account of Vendor/Contractor's performance or furnishing of the work;

ii. Liens have been filed in connection with the work, except where Vendor/Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such liens;

iii. The Vendor/Contractor's performance or furnishing of the work is inconsistent with funding agency requirements;

iv. There are other items entitling Owner to a set off against the amount recommended; or

v. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs B. 2. e. i. through B. 2. e. iii. (in this section) or below Paragraph titled " Owner May Terminate for Cause" in Section titled: "TERMINATION AND SUSPENSION OF WORK.".

b. If Owner refuses to make payment of the full amount recommended by Owner Designated Representative, Owner will (in no case more than twenty (20) business days after receipt and twenty-five (25) business days for payment) give Vendor/Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Vendor/Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Vendor/Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Vendor/Contractor, when Vendor/Contractor corrects to Owner's satisfaction the reasons for such action.

c. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph B. 3. (in this section).

d. No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Vendor/Contractor.

C. Vendor/Contractor's Warranty of Title:

1. Vendor/Contractor warrants and guarantees that title to all work, materials, and equipment covered by any application for payment, whether incorporated in the project or not, will pass to Owner prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances; and that no work, materials or equipment covered by an application for payment will have been acquired by the Vendor/Contractor or by any other person performing the work at the site or furnishing materials and equipment for the project subject to an Agreement under which an interest therein or encumbrance

thereon is retained by the seller or otherwise imposed by the Vendor/Contractor or such other person.

2. In compliance with the above and as verification of the Vendor/Contractor's compliance with applicable provisions of the Florida Prompt Payment Act, sec. 218.735, F.S., concerning payment to subcontractors and suppliers, the Vendor/Contractor, in addition to any other payment provisions set in this contract, shall prior to submission of the second application for payment, produce for the Owner evidence, in the form of releases of lien or subcontractor(s)/suppliers affidavits of payment received, that all subcontractors and suppliers have been paid any sum or sums then due within the time periods so specified. This reporting process shall be repeated following each succeeding payment to the Vendor/Contractor throughout the life of the Contract. A failure on the part of the Vendor/Contractor to provide the releases as required herein shall result in further progress or partial payments being withheld until the releases or payment affidavits are provided.

D. Partial Utilization:

1. Prior to Substantial Completion of all the work, Owner may use or occupy any substantially completed part of the work which has specifically been identified in the Contract Documents, or which Owner, Owner Designated Representative, and Vendor/Contractor agree constitutes a separately functioning and usable part of the work that can be used by Owner for its intended purpose without significant interference with Vendor/Contractor's performance of the remainder of the work, subject to the following conditions.

   a. Owner at any time may request Vendor/Contractor in writing to permit Owner to use or occupy any such part of the work which Owner believes to be ready for its intended use and substantially complete. If and when Vendor/Contractor agrees that such part of the work is substantially complete, Vendor/Contractor will certify to Owner and Owner Designated Representative that such part of the work is substantially complete and request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   b. Vendor/Contractor at any time may notify Owner and Owner Designated Representative in writing that Vendor/Contractor considers any such part of the work ready for its intended use and is thus substantially complete and may request Owner Designated Representative to issue a certificate of substantial completion for that part of the work.

   c. Within a reasonable time after either such request, Owner, Vendor/Contractor, and Owner Designated Representative shall make an inspection of that part of the work to determine its status of completion. If Owner Designated Representative does not consider that part of the work to be substantially complete, Owner Designated Representative will notify Owner and Vendor/Contractor in writing giving the reasons

therefore. If Owner Designated Representative considers that part of the work to be substantially complete, the provisions stated herein will apply with respect to certification of Substantial Completion of that part of the work and the division of responsibility in respect thereof and access thereto.

d. No use or occupancy or separate operation of part of the work may occur prior to compliance with the requirements of the contract documents regarding property insurance.

E. Substantial Completion:

1. When Vendor/Contractor considers the entire work ready for its intended use Vendor/Contractor shall notify Owner and Owner Designated Representative in writing that the entire work is substantially complete (except for items specifically listed by Vendor/Contractor as incomplete) and request that the Owner issue a certificate of substantial completion.

2. Promptly after Vendor/Contractor's notification, Owner, Agency, Vendor/Contractor, and Owner Designated Representative shall make a pre-final inspection of the work to determine the status of completion. If Owner Designated Representative does not consider the work substantially complete, Owner Designated Representative will notify Vendor/Contractor in writing giving the reasons therefore.

3. If the Owner Designated Representative considers the work substantially complete, Owner Designated Representative will deliver to Owner a tentative certificate of substantial completion which shall fix the date of substantial completion. there shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the tentative certificate during which to make written objection to Owner Designated Representative as to any provisions of the certificate or attached list. If, after considering such objections, Owner Designated Representative concludes that the work is not substantially complete, Owner Designated Representative will within fourteen (14) days after submission of the tentative certificate to Owner notify Vendor/Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Owner Designated Representative considers the work substantially complete, Owner Designated Representative will within said fourteen (14) days execute and deliver to Owner and Vendor/Contractor a definitive certificate of substantial completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Owner Designated Representative believes justified after consideration of any objections from Owner.

4. At the time of delivery of the tentative certificate of Substantial Completion, Owner Designated Representative will deliver to Owner and Vendor/Contractor a written recommendation as to division of responsibilities pending final payment between Owner

and Vendor/Contractor with respect to security, operation, safety, and protection of the work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Vendor/Contractor agree otherwise in writing and so inform Owner Designated Representative in writing prior to Owner Designated Representative's issuing the definitive certificate of substantial completion, Owner Designated Representative's aforesaid recommendation will be binding on Owner and Vendor/Contractor until final payment.

5. Owner shall have the right to exclude Vendor/Contractor from the site after the date of Substantial Completion subject to allowing Vendor/Contractor reasonable access to complete or correct items on the tentative list.

F. Final Inspection: Upon written notice from Vendor/Contractor that the entire work or an agreed portion thereof is complete, Owner Designated Representative will promptly make a final inspection with Owner, Agency, and Vendor/Contractor and will notify Vendor/Contractor in writing of all particulars in which this inspection reveals that the work is incomplete or defective. Vendor/Contractor shall immediately take such measures as are necessary to complete such work or remedy such deficiencies.

6.22. PAYMENTS TO CONTRACTOR AND COMPLETION (continued)

A. Final Payment:

1. Application for Payment:

a. After Vendor/Contractor has, in the opinion of Owner Designated Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the contract documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked up record documents, and other documents, Vendor/Contractor may make application for final payment following the procedure for progress payments.

b. The final application for payment shall be accompanied (except as previously delivered) by:

i. All documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by above Section titled: "INSURANCE REQUIREMENTS" ;

ii. Consent of the surety, if any, to final payment;

iii. A list of all claims against Owner that Vendor/Contractor believes are unsettled; and

iv. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of or liens filed in connection with the work.

c. In lieu of the releases or waivers of liens specified in above Paragraph A. 1. b. iv. and as approved by Owner, Vendor/Contractor may furnish receipts or releases in full and an affidavit of Vendor/Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any subcontractor or supplier fails to furnish such a release or receipt in full, Vendor/Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any lien.

2. Owner Designated Representative's Review of Application and Acceptance:

a. If, on the basis of Owner Designated Representative's observation of the work during construction and final inspection, and Owner Designated Representative's review of the final application for payment and accompanying documentation as required by the Contract Documents, Owner Designated Representative is satisfied that the work has been completed and Vendor/Contractor's other obligations under the Contract Documents have been fulfilled, Owner Designated Representative will, within ten (10) days after receipt of the final application for payment, indicate in writing Owner Designated Representative's recommendation of payment and present the application for payment to Owner for payment. At the same time Owner Designated Representative will also give written notice to Owner and Vendor/Contractor that the work is acceptable to the provisions as described in above Paragraph A titled "Final Payment" (in this section) . Otherwise, Owner Designated Representative will return the application for payment to Vendor/Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Vendor/Contractor shall make the necessary corrections and resubmit the application for payment.

3. Payment Becomes Due: After the presentation to Owner of the application for payment and accompanying documentation to include all of the required Federal and State submittals, the Owner will, within the time periods established by applicable provisions of the Florida Prompt Payment Act, Part VII, sec. 218.735 , F.S., pay the Vendor/Contractor the amount recommended by Owner Designated Representative, less any sum Owner is entitled to set off against Owner Designated Representative's recommendation, including but not limited to liquidated damages.

B. Final Completion Delayed: If, through no fault of Vendor/Contractor, final completion of the work is significantly delayed, and if owner designated representative so confirms, owner shall, upon receipt of vendor/contractor's final application for payment (for work fully completed and accepted) and recommendation of Owner Designated Representative, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. If the remaining balance to be held by Owner for work not fully completed or

corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in above Section titled "PERFORMANCE AND PAYMENT BOND", the written consent of the surety to the payment of the balance due for that portion of the work fully completed and accepted shall be submitted by Vendor/Contractor to Owner Designated Representative with the application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims. The remaining balance of any sum included in the final application for payment but held by Owner for work not fully completed and accepted will become due when the work is fully completed and accepted.

C. Waiver of Claims: The making and acceptance of final payment will constitute:

1. A waiver of all claims by Owner against Vendor/Contractor, except claims arising from unsettled liens, from defective work appearing after final inspection pursuant to above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK", paragraph titled "CORRECTION OR REMOVAL OF DEFECTIVE WORK", from failure to comply with the contract documents or the terms of any special guarantees specified therein, or from Vendor/Contractor's continuing obligations under the contract documents; and

2. A waiver of all claims by Vendor/Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

D. Vendor/Contractor's Continuing Obligation: The Vendor/Contractor's obligation to perform the work and complete the work in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the County, the issuance of Certificate of Completion, any payment by the County to the Vendor/Contractor under the contract documents, any use or occupancy of the work or any part thereof by the County, any act of acceptance by the County, any failure to do so, nor any correction of defective work by the County shall constitute an acceptance of work not in accordance with the contract documents.

1. Contract Closeout:

a. Pre-final and Final Inspections:

i. Upon completion of work, Vendor/Contractor shall submit written certification that the Contract Documents have been reviewed, the work has been inspected by the Vendor/Contractor, and that the work is substantially complete in accordance with the contract document and ready for Engineer/Owner Designated Representative's inspection.

ii. At this time the representatives of the Vendor/Contractor, Engineer/Owner Designated Representative's and Owner shall make a pre-final/substantial

completion inspection with reasonable promptness. If the work is complete or defective, Engineer/Owner Designated Representative will notify the Contractor to remedy these deficiencies by insurance of a pre-final punch-list.

iii. Upon written notification from the Vendor/Contractor of substantial complete of the pre-final punch list items, the Engineer/Owner Designated Representative will coordinate the re-inspection of the work by conducting a final inspection. Representatives of the Contract, Engineer, and Owner Designated Representative shall be present for the final inspection.

iv. Vendor/Contractor shall submit the final signed and sealed As-Built drawings ten (10) days prior to the final inspection and provide all other submittals to the Engineer/Owner Designated Representative's that are required.

b. Project Record Documents: The Vendor/Contractor shall maintain on site, one (1) set of the following record documents; recording actual revisions of the work commensurate with the construction progress:

i. Contract Drawings

ii. Specifications

iii. Addenda

iv. Change Orders and other modification to the Contract

v. Reviewed (and approved) Shop Drawings and Product Data

vi. Permits

c. Closeout Submittals: When the Engineer/Owner Designated Representative's has determined that the work is acceptable under the Contract Documents, and the contract is fully performed, the Vendor/Contractor shall prepare and submit his final application for payment to the Engineer/Owner Designated Representative's with the following:

i. Contractor's Lien Waiver in the full amount of the contract sum.

ii. Lien waivers from all subcontractors and material suppliers who have furnished for the work under contract with the Contactor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.

iii. Consent of Surety to final payment.

iv. Evidence of compliance with governing authorities.

v. Certifications of inspections from all required agencies and departments, as needed.

vi. Warranties and Maintenance Bond.

vii. Confirmation from Florida Department of Environmental Protection the National Pollution Discharge Elimination System Notice of Termination (NOT) has been filed.

viii. Any outstanding documentation and/or reports necessary to ensure compliance with FDOT requirements.

ix. As-Built documents prepared in accordance with the contract documents and signed and sealed by a professional surveyor and mapper, registered in the State of Florida and all other requirements as set forth in the contract documents.

d. Performance Evaluation: At the end of the contract, the receiving Department will evaluate the successful Vendor/Contractor's performance. This evaluation will become public record.

6.23. TERMINATION AND SUSPENSION OF WORK

A. Termination for Default:

1. The County may, by written notice to the Vendor/Contractor, terminate this Contract for default in whole or in part (delivery orders, if applicable) if the Vendor/Contractor fails to:

   a. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.

   b. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.

   c. Make progress so as to endanger performance of this Contract.

   d. Perform any of the other provisions of this Contract.

2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor/Consultant) through the Chief Procurement Officer, Procurement Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Vendor/Contractor in accordance with the County's Procurement Ordinance. The Vendor/Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Vendor/Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

3. In the event of termination by the County for any cause, the Vendor/Contractor will have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a termination notice and except as otherwise directed by the County the Vendor/Contractor shall:

a. Stop work on the date and to the extent specified.

b. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

c. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

d. Continue and complete all parts of that work that have not been terminated.

4. If the Vendor/Contractor's failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Vendor/Contractor, the Contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience: The County, by written notice, may terminate this Contract, in whole or in part, when it is in the County's interest. If this Contract is terminated, the County shall be liable only for goods or services delivered and accepted. The county notice of termination may provide the Vendor/Contractor thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the Contract in its entirety.

C. Vendor/Contractor May Stop Work or Terminate:

1. If, through no act or fault of Vendor/Contractor, (i) the work is suspended for more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any application for payment within thirty (30) days after it is submitted, or (iii) Owner fails for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, then Vendor/Contractor may, upon seven (7) days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner.

2. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an application for payment within thirty (30) days after it is submitted, or Owner has failed for thirty (30) days to pay Vendor/Contractor any sum finally determined to be due, Vendor/Contractor may, seven (7) days after written notice to Owner and Engineer, stop the work until payment is made of all such amounts due Vendor/Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Vendor/Contractor from making a claim as described in above Section titled "CHANGES IN THE WORK; CLAIMS", paragraph titled "Claims", for an adjustment in contract price or contract times or otherwise for expenses or damage directly attributable to Vendor/Contractor's stopping the work as permitted by this paragraph.

D. Owner May Suspend Work: Owner may suspend work at any time and without cause, for a period of not more than ninety (90) consecutive days by notice in writing to Vendor/Contractor and Engineer which will fix the date on which work will be resumed. Vendor/Contractor shall resume the work on the date so fixed. Vendor/Contractor shall be granted an adjustment in the contract price or an extension of the contract times, or both, directly attributable to any such suspension if Vendor/Contractor makes a claim therefore as provided in above Section titled: "CHANGES IN THE WORK; CLAIMS".

E. Owner May Terminate for Cause:

1. The occurrence of any one (1) or more of the following events will justify termination for cause:

    a. Vendor/Contractor's persistent failure to perform the work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under above Section titled "STARTING THE WORK" Paragraph A. 2. a. as adjusted from time to time pursuant to above Section titled "CONTRACTOR'S RESPONSIBILITY" Paragraph titled "Progress Schedule";

    b. Vendor/Contractor's disregard of laws or regulations of any public body having jurisdiction;

    c. Vendor/Contractor's disregard of the authority of Engineer; or

    d. Vendor/Contractor's violation in any substantial way of any provisions of the Contract Documents.

2. If one (1) or more of the events identified in above Paragraph E. 1. occur, Owner may, after giving Vendor/Contractor (and surety) seven (7) days written notice of its intent to terminate the services of Vendor/Contractor:

    a. In exercising the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work", Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Vendor/Contractor from all or part of the site (without liability to Vendor/Contractor for trespass or conversion), take possession of all or part of the work and suspend Vendor/Contractor's services related thereto, take possession of Vendor/Contractor's tools, appliances, construction equipment and machinery at the site, and incorporate in the work all materials and equipment stored at the site or for which Owner has paid Vendor/Contractor but which are stored elsewhere. Vendor/Contractor shall allow Owner, Owner's Designated representatives, agents and employees, Owner's other Vendor/Contractors, and Engineer and Engineer's consultants access to the site to

enable Owner to exercise the rights and remedies under above Section titled "TESTS AND INSPECTIONS; CORRECTION, REMOVAL/ACCEPTANCE OF DEFECTIVE WORK" Paragraph titled "Owner May Correct Defective Work".

b. Complete the work as Owner may deem expedient.

3. If Owner proceeds as provided in Paragraph E. 2 above, Vendor/Contractor shall not be entitled to receive any further payment until the work is completed. If the unpaid balance of the contract price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the work, such excess will be paid to Vendor/Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Vendor/Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a change order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the work performed.

4. Notwithstanding above Paragraphs E. 2. and E. 3., Vendor/Contractor's services will not be terminated if Vendor/Contractor begins within seven (7) days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt of said notice.

5. Where Vendor/Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Vendor/Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Vendor/Contractor by Owner will not release Vendor/Contractor from liability.

6. If and to the extent that Vendor/Contractor has provided a Performance Bond under the provisions of above section, titled: "PERFORMANCE AND PAYMENT BOND" , the termination procedures of that bond shall supersede the provisions of above Paragraphs E. 2. and E. 3.

F. Litigation:

1. Should the Owner be temporarily prohibited or enjoined from proceeding with the work herein contemplated, the Vendor/Contractor shall not be entitled to any claim or damages, or otherwise, nor may the Vendor/Contractor withdraw from the Contract except by and with the consent of the Owner. The Vendor/Contractor shall, however, be entitled to an extension of time for completion of the work equal to the time of such interruption or delay as determined and certified by the Owner Designated Representative.

2. If the Owner is permanently prohibited or enjoined from proceeding with the work herein contemplated, the Owner may terminate this Contract and pay the Vendor/Contractor a sum equal to all expenses legitimately incurred by him in connection with this work, plus ten

percent (10%) of such expenses, less an amount equal to the sum of all partial payments previously made to the Vendor/Contractor. The sum thus computed shall be paid to the Vendor/Contractor within thirty (30) days after the Owner shall have terminated this Contract and the payment of said sum shall be payment in full for any and all liquidated damages for the termination of this Contract and shall constitute full settlement of all claims in connection with this Contract.

6.24. DISPUTE RESOLUTION

A. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision as provided in above Section titled "CHANGES IN THE WORK; CLAIMS:" Paragraph entitled "Claims" before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the effective date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association. Timely submission of the request shall stay the effect as described in said "Claims" Paragraph .

B. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process hall be concluded within sixty (60) days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to above Section entitled "CHANGES IN THE WORK; CLAIMS" Paragraph titled "Execution of Change Orders" paragraph C. or Paragraph Titled "Notification of Surety" Paragraph D. shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:

1. Agrees with the other party to submit the claim to another dispute resolution process, or
2. Gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

6.25. MISCELLANEOUS

A. Giving Notice:

1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
   a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
   b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

B. Computation of Times: When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last

day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

C. Cumulative Remedies: The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

D. Survival of Obligations: All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the work or termination or completion of the Contract or termination of the services of Vendor/Contractor.

E. Headings: Article and paragraph headings are inserted for convenience only and do not constitute parts of these Contract Documents.

F. Specification and Drawings Furnished by the Owner: All specifications, drawings and copies thereof furnished by the Owner shall remain its property. They shall not be used on another project and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the project.

G. Laws and Ordinances: The Contract Documents shall be governed by the laws of the State of Florida and the ordinances of Hernando County.

H. Vehicle Licensing: All prime Vendor/Contractors, including their subs, must obtain a temporary vehicle license for each and every out-of-state vehicle, personal or business (including trailers) that will be operating on-site. The cost shall be borne by the Vendor/Contractor. You must present evidence of title to the Tax Collector's Office to obtain the required temporary licenses.

I. Handicapped Non-discrimination: The Vendor/Contractor will not discriminate against any employee or applicant for employment because he or she is handicapped in regards to any position for which the employee or applicant for employment is qualified.

6.26. OTHER WORK AT THE SITE

OTHER WORK AT THE SITE:

A. Related Work at Site:

1. Owner may perform other work related to the project at the site with Owner's employees, or via other direct contracts therefore, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

a. Written notice thereof will be given to Vendor/Contractor prior to starting any such other work; and

b. If Owner and Vendor/Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the contract price or contract times that should be allowed as a result of such other work, a claim may be made therefore as provided in above Section titled: "CHANGES INTHE WORK; CLAIMS" Paragraph titled: "Claims".

2. Vendor/Contractor shall afford other Vendor/Contractors who are a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly coordinate the work with theirs. Vendor/Contractor shall do all cutting, fitting, and patching of the work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Vendor/Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner Designated Representative and the others whose work will be affected. The duties and responsibilities of Vendor/Contractor under this paragraph are for the benefit of such utility owners and other Vendor/Contractors to the extent that there are comparable provisions for the benefit of Vendor/Contractor in said direct contracts between Owner and such utility owners and other Vendor/Contractors.

3. If the proper execution or results of any part of Vendor/Contractor's work depends upon work performed by others under this section titled "OTHER WORK AT THE SITE", Vendor/Contractor shall inspect such other work and promptly report to Owner Designated Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Vendor/Contractor's work. Vendor/Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Vendor/Contractor's work except for latent defects and deficiencies in such other work.

B. Coordination:

1. If Owner intends to contract with others for the performance of other work on the project at the site, the following will be set forth in the Contract Documents:

a. The individual or entity who will have authority and responsibility for coordination of the activities among the various Vendor/Contractors will be identified;

b. The specific matters to be covered by such authority and responsibility will be itemized; and

2. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

6.27. MATERIAL SAFETY DATA SHEETS

MATERIAL SAFETY DATA SHEETS:

A. In accordance with Florida Emergency Planning and Community Right-to-Know Act, Chapter 252, Part II, Florida Statutes, it is the seller's duty to advise Hernando County if a product is a listed toxic substance and to provide a material safety data sheet (MSDS) at the time of delivery. Vendor/Contractors must comply with this procedure along with the Federal Emergency Planning and Community Right-to-Know Act (42 U.S.C. Ch 116) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

6.28. TRENCH SAFETY ACT

Bidder shall be solely responsible for complying with the Florida Trench Safety Act as established under 553.60 through 553.64, Florida Statutes, and under the OSHA excavation safety standards as established under 29 CFR 1926.650 (Sub-Part P) as amended. All costs associated with complying with these requirements shall be included in the bid. The Trench Safety Act Compliance Form attached in Questionnaire, must be submitted with the bid.

6.29. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473

Vendor/Contractor must certify that the company is not participating in a boycott of Israel. Vendor/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.

7. SCOPE AND SPECIFICATIONS

7.1. Scope of Work: Specifications

The awarded Contractor will be responsible for completing the following tasks at the Wiscon and Hexam Water Treatment Plants based on the constructions plans attached to this Invitation to Bid.

Wiscon WTP:

1. Installation of two (2) new raw water supply wells (designated WI-1 and WI-2), with associated well house buildings, well pumps, pump controls, and electrical switchgear
2. Construction of a new high service pump station, including concrete foundation, CMU walls, metal roof, pre-engineered wood truss roof supports, pipe gallery, electrical room, crane rail hoist, and roll-up door.
3. Installation of ventilation systems for the high service pump station, well houses, and high service pump station electrical room.
4. Furnish and installation of three (3) horizontal split case pumps, pump control panel, associated piping and valves, and equipment pads, with associated piping to accommodate a 4th future pump.
5. Furnish and installation of a central sodium hypochlorite storage and feed system, including an above ground chemical injection assembly prior to the ground storage tank and upstream of the previously mentioned high service pumps.
6. Furnish and installation of a new generator and fuel storage system.
7. Construction of a new 2.0 million gallon (MG) prestressed concrete ground storage tank (GST).
8. Installation of primary electrical system upgrades to accommodate the new WTP and well houses.
9. Yard piping, including possible demolition and abandonment of existing yard piping.
10. Civil/site work
11. Landscaping
12. Restoration

Hexam WTP:

1. Furnish and installation a new sodium hypochlorite storage and feed system, including a new above ground chemical injection assembly prior to the ground storage tank.
2. Furnish and installation of a pre-engineered metal fabricated building to cover the sodium hypochlorite tank and associated metering pumps.
3. Furnish and installation a new eyewash and shower assembly at the chemical building.
4. Demolition of existing sodium hypochlorite storage and feed system; chemical feed pipe.5. Yard piping.
6. Electrical and instrumentation systems to improvements.
7. Civil/site work.

Please refer to the attached **Exhibits A and B** for the complete list of specifications.

8. PRICING PROPOSAL

The Vendor/Contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Solicitation for the amounts specified in this Pricing Proposal, inclusive of overhead, profit and any other costs.

Vendor/Contractor is to understand that the total bid price is based on the estimated quantities indicated as follows and will control in awarding the Contract as provided in the Solicitation Instructions. It is further understood that the quantities stated in the Pricing Proposal for various items are estimated only and may be increased or decreased as provided in the Contract.

BID TABLE

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
Wiscon Water Treatment Plant						
1	1.0	Mobilization & Demobilization	1	LS		
Construction Survey, As-Builts, and Pre/Post Audio/Video Recording						
2	2.1	Construction Survey and Layout	1	LS		
3	2.2	As-Built Drawings	1	LS		
4	2.3	Pre/Post Audio-Video Recording	1	LS		
5	3.0	Insurance, Permits, & Performance and Payment Bond	1	LS		
Site Demolition						
6	W1.1	Tree Removal	1	LS		
7	W1.2	Shed, Tank, and Concrete Demolition	1	LS		
8	W1.3	Well Plugging	1	LS		
Civil/Sitework						

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
9	W2.1	Removal, Hauling, & Disposal of Fill Material	1	LS		
10	W2.2	Site Excavation	1	LS		
11	W2.3	Site Grading & Fill	1	LS		
12	W2.4	Asphalt Access Drive Construction	470	SY		
13	W2.5	Sodding	1	LS		
14	W2.6	Bollards	10	EA		
15	W2.7	Concrete Pad Construction	35	CY		
16	W2.8	Parking Bumpers	8	EA		
17	W2.9	Storm Intake Structures	2	EA		
18	W2.10	F&I 18" RCP	180	LF		
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
19	W3.1	F&I 8" DIP	15	LF		
20	W3.2	F&I 10" DIP	460	LF		
21	W3.3	F&I 12" DIP	670	LF		
22	W3.4	F&I 16" DIP	265	LF		
23	W3.5	F&I 10" MJ 90 Deg. Bend	2	EA		
24	W3.6	F&I 16" MJ 90 Deg. Bend	2	EA		
25	W3.7	F&I 12" MJ 45 Deg. Bend	4	EA		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
26	W3.8	F&I 16" MJ 45 Deg. Bend	5	EA		
27	W3.9	F&I 16" x 10" MJ Reducer	1	EA		
28	W3.10	F&I 16" x 12" MJ Reducer	1	EA		
29	W3.11	F&I 16" x 8" MJ Tee	1	EA		
30	W3.12	F&I 16" x 10" MJ Tee	1	EA		
31	W3.13	8" MJ Resilient Seat Gate Valve Assy	1	EA		
32	W3.14	10" MJ Resilient Seat Gate Valve Assy	2	EA		
33	W3.15	16" MJ Resilient Seat Gate Valve Assy	2	EA		
34	W3.16	Chemical Injection Assembly	1	LS		
35	W3.17	Connection to Existing 8" Water Main	1	LS		
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances						
36	W4.1	Horizontal Split Case High Service Pumps	3	EA		
37	W4.2	High Service Pump Station, Complete	1	LS		
38	W4.3	F&I Flanged 8" DIP	30	LF		
39	W4.4	F&I Flanged 10" DIP	35	LF		
40	W4.5	F&I Flanged 16" DIP	35	LF		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
41	W4.6	F&I 8" x 4" FL Ecc. Reducer	3	EA		
42	W4.7	F&I 10" x 5" FL Ecc. Reducer	3	EA		
43	W4.8	F&I 10" FL 90 Deg. Bend	4	EA		
44	W4.9	F&I 16" FL Tee	1	EA		
45	W4.10	F&I 16" x 10" FL Tee	4	EA		
46	W4.11	8" FL Check Valve Assy	3	EA		
47	W4.12	8" FL Gate Valve Assy	3	EA		
48	W4.13	10" FL Gate Valve Assy	3	EA		
49	W4.14	16" FL Butterfly Valve Assy	2	EA		
Ground Storage Tank						
50	W5.1	2.0 MG Domed Prestressed Concrete Tank	1	LS		
Chemical Storage						
51	W6.1	1,000 Gallon Sodium Hypochlorite Storage Tank	1	LS		
52	W6.2	Chemical Metering Pump System	1	LS		
53	W6.3	Chemical Storage Building	1	LS		
54	W6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	270	LF		

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances						
55	W7.1	Well Houses, Complete	1	LS		
56	W7.2	Well Pump Systems	1	LS		
57	W7.3	F&I 10" DIP	60	LF		
58	W7.4	F&I 10" FL 45 Deg. Bend	2	EA		
59	W7.5	F&I 10" x 4" FL Tee	4	EA		
60	W7.6	F&I 10" x 8" FL Reducer	2	EA		
61	W7.7	10" FL Check Valve Assy	2	EA		
62	W7.8	4" FL Gate Valve Assy	2	EA		
63	W7.9	10" FL Gate Valve Assy	2	EA		
Electrical & Instrumentation & Controls						
64	W8.1	Electrical Generator and Fuel Storage System	1	LS		
65	W8.2	Electrical Transformer	1	LS		
66	W8.3	Other Electrical Improvements	1	LS		
67	W8.4	Instrumentation and Controls	1	LS		
Heating, Ventilation, and Air Conditioning						
68	W9.1	HVAC Equipment	1	LS		
Hexam Chemical Feed System Improvements						
Gopher Tortoise Management						

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
69	H1.1	Gopher Tortoise Survey and Permitting	1	LS		
70	H1.2	Gopher Tortoise Burrow Exploration	2	EA		
71	H1.3	Gopher Tortoise Relocation	2	EA		
72	H1.4	Gopher Tortoise Burrow Monitoring During Construction	1	EA		
73	H2.0	Demolition	1	LS		
Civil/Sitework						
74	H3.1	Site Excavation	185	CY		
75	H3.2	Site Grading & Fill	1	LS		
76	H3.3	Asphalt Access Drive Construction	50	SY		
77	H3.4	Sodding	3,000	SF		
78	H4.0	Pump Station Building - Chemical Room Repairs	1	LS		
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
79	H5.1	F&I Ductile Iron Pipe	1	LS		
80	H5.2	F&I Ductile Iron Mechanical Joint Fittings	1	LS		
81	H5.3	Chemical Injection Assembly	1	LS		
Chemical Feed						

Line Item	Item No.	Description	Quantity	Unit of Measure	Unit Cost	Total
82	H6.1	1,550 Gallon Sodium Hypochlorite Storage Tank	1	LS		
83	H6.2	Chemical Metering Pump System	1	LS		
84	H6.3	Chemical Storage Building	1	LS		
85	H6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	90	LF		
86	H7.0	PVC Water Main	1	LS		
87	H8.0	Electrical & Controls Improvements	1	LS		
TOTAL						

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604
(352) 754-4020

ADDENDA REPORT

ITB No. 26-C01212/JG

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

RESPONSE DEADLINE: March 16, 2026 at 10:00 am

Tuesday, March 17, 2026

Addenda Issued:

Addendum #1

Feb 4, 2026 10:54 AM

Addendum #1 for 26-C01212/JG Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

Attachments:

· Addendum 1 26-C01212 Wiscon WTD and Hexam Chemical Feed

Addendum #2

Feb 18, 2026 1:26 PM

Addendum #2 for 26-C01212/JG Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

** PLEASE NOTE: QUESTION SUBMISSION DEADLINE AND BID SUBMISSION DEADLINE HAVE BEEN EXTENDED FOR 1 WEEK**

Attachments:

· Addendum 2 26-C01212 Wiscon WTD and Hexam Chemical Feed-

Addendum #3

Feb 24, 2026 9:42 AM

Addendum #3 for 26-C01212/JG Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

Attachments:

· Addendum 3 26-C01212 Wiscon WTD and Hexam Chemical Feed

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Sawcross, Inc	X	Feb 16, 2026 12:14 PM	Mikayla Parker
KAT Construction & Materials Inc.	X	Feb 18, 2026 2:53 PM	Pat Tooley

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Sawcross, Inc	X	Feb 23, 2026 8:50 AM	Mikayla Parker
KAT Construction & Materials Inc.	X	Feb 18, 2026 2:53 PM	Pat Tooley

Addendum #3

Proposal	Confirmed	Confirmed At	Confirmed By
Sawcross, Inc	X	Mar 6, 2026 1:04 PM	Mikayla Parker
KAT Construction & Materials Inc.	X	Feb 26, 2026 7:56 AM	Pat Tooley

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
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ADDENDUM # ONE (1)

TO
THE CONTRACT DOCUMENTS
FOR THE

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-C01212/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions 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. Questions and Answers

1.Q. Please clarify if the pre-bid conference is mandatory or non-mandatory. The ITB indicates non-mandatory, although OpenGov Overview states mandatory.

1.A. The Pre-Bid Meeting scheduled on February 11, 2026 is **NON**-Mandatory.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Alisa Pike

For: Carla Rossiter-Smith MSM, PMP, GPC
Director of Procurement and Strategic Initiatives

PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
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ADDENDUM # TWO (2)

TO
THE CONTRACT DOCUMENTS
FOR THE

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-C01212/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions 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. QUESTIONS and ANSWERS

1.Q. Would the county consider extending the qualification of similar projects within 15 years?

1.A. No, the County is firm on the requirement that references and experience must be from projects that have been substantially completed within the past seven (7) years as of the solicitation due date of March 9, 2026.

2.Q. Page 14 L. Harmonics - AC DRIVES shall include, but not be limited to, a motor protection filter unit designed to limit peak voltages and reduce electrical stress on the motor insulation. This option shall be required for motor lead lengths longer than 200FT. Question: will the motor leads be over 200 ft requiring this option?

2.A. The design drawings do not show any motors leads over 200ft.

3.Q. Please advise the Engineer's estimate or budget for this project.

3.A. The engineer’s estimate of costs for these projects is 10.4 million dollars.

4.Q. Please identify the permit costs in accordance with the following: Florida 218.80 Public Bid Disclosure Act (1) This section may be cited as the "Public Bid Disclosure Act." (2) It is the intent of the Legislature that a local governmental entity shall disclose all of the local governmental entity's permits or fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, payable by the contractor to the unit of government that issued the bidding documents or other request for proposal, unless such permits or fees are disclosed in the bidding documents or other request for proposal for the project at the time the project was let for bid. It is further the intent of the Legislature to prohibit local governments from halting construction to collect any undisclosed permits or fees which were not disclosed or included in the bidding documents or other request for proposal for the project at the time the project was let for bid.

4.A. The County has been issued an FDEP Public Water Supply Permit (No. 0125158-050-WC/17) for the Wiscon Water Treatment Plant.

County Building Department permits have been applied for and approved for both the Wiscon Water Treatment Plant and Hexam WTP Chemical System Improvements. The awarded General Contractor will be required to provide additional documentation, including but not limited to, subcontractor affidavits to the Building Department and pay applicable fees for issuance.

The awarded General Contractor will be required to apply for and pay for the FDEP NPDES permits.

A SWFWMD ERP has been issued to the County for the Wiscon Water Treatment Plant site.

Refer to Specification Section 01900 for more information.

5.Q. Please confirm the NEMA rating for the drive enclosures.

5.A. Per specification 16000, enclosures shall be rated NEMA 1G/12

6.Q. Can you add Grundfos as an approved manufacturer of the dosing pump and skid called out in Section 11348?

6.A. No, Grundfos pumps will not be approved for use in this project for this application.

7.Q. The Hexam WTP drawing M00.1 states: "CHEMICAL METERING SKID (PROVIDED BY OWNER, TO BE INSTALLED BY CONTRACTOR)." However, Specification Section 11348 does not indicate that the chemical metering skid is owner-provided. Please confirm that the chemical metering skid for the Hexam WTP is intended to be provided by the Owner.

7.A. FOR THE HEXAM WTP, Hernando County will furnish, separate from this contract, the skid-mounted sodium hypochlorite pump feed system described in paragraph 2.03. All other equipment and materials required in Specification Section 11348 for a complete chemical metering pump system, including piping between the chemical storage tank and the pump skid, power and instrumentation shall be furnished by the Contractor.

8.Q. The triplex ProMinent ProMod triplex NaOCl skid that was purchased for the Hexam WTP does not have the chemical magmeters that are specified in Specification Section 11348 2.03 F.5. The Hexam WTP mechanical and instrumentation drawings do not indicate the proposed chemical magmeters. The Wiscon WTP mechanical and instrumentation drawings do not indicate the proposed chemical magmeters. Please confirm that the chemical magmeters for both the Hexam WTP, and the Wiscon WTP, can be installed in the field, on the proposed NaOCl discharge lines.

8.A. Delete Specification Section 11348 paragraph 2.03 F.5.

9.Q. The ProMinent Sigma 1 motor driven metering pumps that were purchased for the Hexam WTP have a 13.7 GPH capacity that is much higher than the 3 GPH specified in Specification Section 11348 2.06. Additionally, the ProMinent Sigma I metering pumps are prewired to a terminal junction box that includes 4 I/O (1 DI, 1 DO, 1 AI, 1 AO) signals to the SCADA system, for each metering pump. The specified ProMinent Gamma XL solenoid metering pumps for the Wiscon WTP have 4 I/O (1 DI, 1 DO, 1 AI, 1 AO) signals to the SCADA system, for each metering pump. But, the Wiscon WTP drawing I.02 indicates 7 I/O (4 DI, 1 DO, 1 AI, 1 AO) signals to the SCADA system for each metering pump. Please confirm that 4 I/O on each metering pump are acceptable.

9.A. Provide the 4 standard I/O, utilize analog speed feedback for run and ETM indication. Provide alarm notification and remote control via I/O.

10.Q Will Simflo pumps be added as approved equal to specification section 11213W?

10.A Simflo is listed in Specification Section 11213W, paragraph 1.02 B

11.Q. Will Trillium pumps be added as approved equal to specification section 11213W?

11.A. No, Trillium pumps will not be approved for use in this project.

12.Q. Will a lesser warranty be acceptable for the PEMB as manufacturers do not offer a 20-year warranty for a chemical storage area?

12.A. Twenty year material and watertightness warranties are a requirement of the bid documents. Bidders are required to include the manufacturers material and warranty with their bid for acceptance.

13.Q. Can Grundfos pumps be added as an approved manufacturer for specification section 11309W?

13.A. No, Grundfos pumps will not be approved for use in this project for this application.

14.Q. Preload, LLC meets all requirements set forth in Section 03360 1.02 Quality Assurance. We respectfully request Prequalified Tank Manufacturer Status in order to provide Hernando County with another competitive tank bid. Our Statement of Qualifications has been submitted to the Procurement Department for review.

14.A. Per Specification Section 03360W, paragraph 1.02 B.2. "*The Tank Contractor shall have on its staff a full-time structural engineer, registered in the State of Florida, who shall have no less than ten years' experience in the design and field construction of circular prestressed composite tanks, and who shall be in responsible engineering charge of the work to be done.*" The Statement of Qualifications provided by Preload does not indicate that a full-time structural engineer is employed on staff, registered in the State of Florida. Therefore, Hernando County respectfully declines to include Preload as a prequalified manufacturer at this time.

15.Q. Can you please specify material type for the Static Mixer , or model # .

15.A. Static mixer shall be NSF 61 approved. All wetted parts shall be FRP.

16.Q. Sheet C.05 has an existing well and concrete to be removed , Is there anymore information on this well ? Depth , Irrigation well? Small residential type well? Is there a possibility it could be used for construction water?

16.A. It is an out-of-service irrigation well. Refer to Measurement and Payment and Bid Item number W1.3 for additional information. At this time, availability of this well for construction water is not anticipated.

17.Q. Please provide the Geotechnical report by Arehna Engineering Inc. dated August 2, 2023 referenced in plan sheet S.01.

17.A. See Line 1 of Section B ADDITIONS / CHANGES of this Addendum #2

18.Q. What are the required subgrade improvements below the proposed prestressed concrete ground storage tank and the resulting allowable bearing capacity, total settlement, and differential settlement?

18.A. Reference Specification 03360, 2.01.A. for the design criteria for the ground storage tank.

19.Q. Please provide the maximum fill and drawdown rates for the proposed prestressed concrete ground storage tank.

19.A. Maximum fill rate is approximately 2,000 gallons per minute, which is equivalent to both on-site well pumps operating at design capacity.

Max drawdown rate is approximately 2,100 gallons per minute, which is equivalent to the high service pump station full build-out design capacity.

20.Q Specification section 03360W Circular Prestressed Concrete Tank, lists a 12" tall dome parapet wall but there is no plan detail. Is the parapet wall required? If yes, please provide a plan sheet detail of the parapet wall.

20.A. Parapet wall is not required.

21.Q. Is Xypex Admin C-500 Red Admixture required in the proposed prestressed concrete ground storage tank wall and floor?

21.A. No. Reference specification 03360 – Circular Prestressed Concrete Tank for the performance requirements for the ground storage tank.

22.Q. Plan sheet C.09 shows a 16" outlet pipe while Specification section 03360W Circular Prestressed Concrete Tank list an 18" diameter outlet. Please clarify which size outlet pipe should be used.

22.A. Outlet pipe shall be 16" diameter.

23.Q. Plan sheet M.06 details a stainless-steel vortex breaker on the outlet pipe while Specification section 03360W Circular Prestressed Concrete Tank list a FRP vortex plate. Please clarify what material should be used for the vortex plate.

23.A. Outlet pipe vortex breaker shall be FRP.

24.Q. Plan sheet M.03 shows four total precast dome overflows while Specification section 03360W Circular Prestressed Concrete requires six precast overflows. Please clarify the number of required dome precast overflows.

24.A. Tank shall have a minimum of four (4) dome precast overflows.

25.Q. Specification section 03360W Circular Prestressed Concrete list a 24" overflow pipe penetrating through the tank floor but there is no overflow pipe detail in the plans. Is the through floor overflow pipe required? If yes, please provide a plan sheet detailing the extents of the overflow pipe.

25.A. Through floor overflow pipe is not required.

26.Q. Will this project be subject to prevailing wages?

26.A. No, this project is not subject to prevailing wages requirements.

27.Q. Will this project be subject to AIS, Buy America, or other funding requirements?

27.A. No, this project is not subject to any of the funding requirements listed or otherwise.

28.Q. Please confirm the concrete surfaces on the underside of the dome require Tnemec Series N218 at 1/8" minimum.

28.A. Please note that specification 03360 Circular Prestressed Concrete Tank is intended to be a performance specification. Alternative interior coatings on the underside of the dome proposed by the Tank Contractor will be considered for acceptance.

29.Q. Please confirm interior wall concrete surfaces require Tnemec Series N218 as needed to meet minimum requirement listed in the product data sheet prior to the application of the coating system.

29.A. Please note that specification 03360 Circular Prestressed Concrete Tank is intended to be a performance specification. Alternative interior coatings on the interior walls proposed by the Tank Contractor will be considered for acceptance.

30.Q. The tank construction company shall self-perform the interior and exterior coatings of the tank (concrete surfaces and metallic surfaces). The tank construction company shall be QP-8 certified and have system responsibility for all coatings under the same warranty as the tank. If the tank construction company is not QP-8 certified, then a Senior Certified Coatings Inspector (CIP Level 3) shall be hired at the expense of the tank construction company and present full-time during the application of all coating systems.

30.A. Please note that specification 03360 Circular Prestressed Concrete Tank is intended to be a performance specification.

31.Q. Please confirm whether this project is subject to Davis-Bacon Wage Determination. Please provide the Davis-Bacon Wage determinations required for this project.

31.A. No, this project is not subject to Davis-Bacon wage determinations.

32.Q. Please confirm whether this project is subject to AIS/ Buy American provisions.

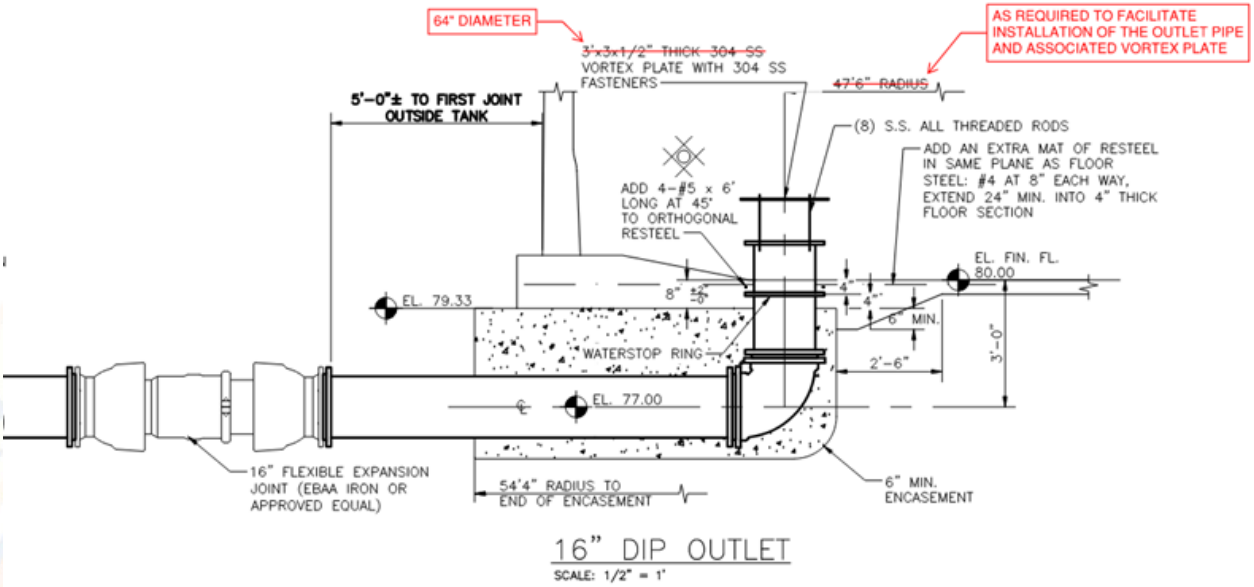
32.A. See the answer to question 27 of this Addendum #2.

33.Q. Please confirm if prevailing wages are required including certified payroll. If so, please provide Heavy and Highway Construction wage rates for the tank construction.

33.A. See the answer to question 26 of this Addendum #2.

34.Q. 16" DIP outlet shown on sheet M.06 does not show height of flanged connection above finished floor. Please confirm the floor pipe does not exceed 6" in height to flange

34.A. Distance from pipe to flange of 16" DIP outlet shall be a minimum of 6"; actual height shall be determined by the tank manufacturer and furnished to Engineer during shop drawing submittal review. In addition, the vortex plate shall be 64" diameter in accordance with Hydraulic Institute Standard 9.8. See revised detail below.



35.Q. 16" DIP inlet shown on sheet M.06 does not show a flanged connection above finished floor. Please confirm the inlet pipe shall have a flanged connection that does not exceed 6" in height above finished floor elevation.

35.A. See answer to question 34 of this Addendum #2

36.Q. During the application of shotcrete to the exterior tank wall, rebound from the shotcrete process will build up around the perimeter of the tank. Shotcrete rebound is usually spread around the tank foundation during construction creating a stabilized subgrade. Please confirm shotcrete rebound may be left onsite in this manner.

36.A. This is acceptable. Contractor will be required to grade the site around the ground storage tank in accordance with the grading plan on Wiscon Water Treatment Plant sheet C.07.

37.Q. Please be aware that bonding to any reinforcing encased tank concrete is not recommended and shall not be allowed, per the tank manufacturer. All bonding shall be done by using air terminals on the top of the tank wall with PVC conduit adhered to the exterior tank wall. Electrical grounding to the reinforcing of a prestressed concrete tank is prohibited by AWWA D110-13 per Section 5.16. Items requiring grounding, such as lightning protection, are required to be a separate system with its own ground connections.

37.A. Acknowledged

38.Q. Tank Specification 03360.2.04.A.10 calls out a 12" tall dome parapet wall please confirm a parapet is not required for this tank.

38.A. See answer to question 20 of this Addendum #2.

39.Q. Tank Specification 03360.2.04.A.7 calls out a 6 precast concrete overflows tank plans show (4) four please confirm quantity.

39.A. See answer to question 24 of this Addendum #2.

B. ADDITIONS / CHANGES

1. In Section 9, ATTACHMENTS, Exhibit F "*Wiscon Geotechnical Report B-22-068.01*" is hereby added fully and completely as if the same were fully set forth therein.
2. In Section 9, ATTACHMENTS, Exhibit G "*Wiscon_WTP_IFB_Drawings_Nov_2025_E.04_REVISION_1*" is hereby added fully and completely as if the same were fully set forth therein.
3. **OVERVIEW** is revised as follows:
    a. Timeline

    Release Project Date: February 4, 2026

    Pre-Proposal Meeting (Non-Mandatory): February 11, 2026, 10:00am

    Hernando County Utilities

    15365 Cortez Blvd, Brooksville, FL 34613

    Question Submission Deadline: ~~February 16, 2026~~ February 23, 2026, 5:00pm

    Proposal Submission Deadline: ~~March 9, 2026~~ March 16, 2026, 10:00am

    Administrative Conference Room at 15470 Flight Path Drive Brooksville, FL 34604

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BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

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PROCUREMENT DEPARTMENT

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ADDENDUM # THREE (3)

TO
THE CONTRACT DOCUMENTS
FOR THE

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

IN
HERNANDO COUNTY, FLORIDA

SOLICITATION NO. 26-C01212/JG

Bidders are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Bid Opening.

The following changes, additions 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. Questions and Answers

1.Q. Can Pulsafeeder be added as an approved manufacturer of the dosing pump skid called out in Section 11348?

1.A. No, Pulsafeeder will not be approved for use in this project.

2.Q. Can Peerless split case pumps be added as an approved manufacturer?

2.A. Yes, Peerless pumps are approved for use in this project.

3.Q. Will the County accept System Integrators that are not listed in specification section 13300-1.03-D? We have over 25 years of SI experience in the water/wastewater industry.

3.A. No, Data Flow Systems is the SCADA System Supplier & Integrator for this project.

4.Q. In our experience an overflow pipe is recommended for the prolonged operation of a storage tank. Please reconsider the use of an overflow pipe.

4.A. Please refer to the answer to question 25 in Addendum #2.

BOARD OF COUNTY COMMISSIONERS
OF HERNANDO COUNTY, FLORIDA

Felicia Holmes, CPPO, CPPB, NIGP-CPP
For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

County of Hernando
Procurement Department
Carla Rossiter-Smith, Chief Procurement Officer
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION

ITB No. 26-C01212/JG

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

RESPONSE DEADLINE: March 16, 2026 at 10:00 am
Report Generated: Monday, March 16, 2026

SELECTED VENDOR TOTALS

Vendor	Total
Sawcross, Inc	$9,905,170.00
KAT Construction & Materials Inc.	$10,231,225.00

BID TABLE

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
Wiscon Water Treatment Plant										
X	1	Mobilization & Demobilization	1	LS	$625,000.00	$625,000.00	1.0	$470,000.00	$470,000.00	1.0
Construction Survey, As-Builts, and Pre/Post Audio/Video Recording										
X	2	Construction Survey and Layout	1	LS	$50,000.00	$50,000.00	2.1	$20,000.00	$20,000.00	2.1
X	3	As-Built Drawings	1	LS	$15,000.00	$15,000.00	2.2	$10,000.00	$10,000.00	2.2
X	4	Pre/Post Audio-Video Recording	1	LS	$1,500.00	$1,500.00	2.3	$2,500.00	$2,500.00	2.3

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	5	Insurance, Permits, & Performance and Payment Bond	1	LS	$200,000.00	$200,000.00	3.0	$150,000.00	$150,000.00	3.0
Site Demolition										
X	6	Tree Removal	1	LS	$65,000.00	$65,000.00	W1.1	$30,000.00	$30,000.00	W1.1
X	7	Shed, Tank, and Concrete Demolition	1	LS	$75,000.00	$75,000.00	W1.2	$50,000.00	$50,000.00	W1.2
X	8	Well Plugging	1	LS	$100,000.00	$100,000.00	W1.3	$22,000.00	$22,000.00	W1.3
Civil/Sitework										
X	9	Removal, Hauling, & Disposal of Fill Material	1	LS	$165,000.00	$165,000.00	W2.1	$25,000.00	$25,000.00	W2.1
X	10	Site Excavation	1	LS	$50,000.00	$50,000.00	W2.2	$380,000.00	$380,000.00	W2.2
X	11	Site Grading & Fill	1	LS	$80,000.00	$80,000.00	W2.3	$290,000.00	$290,000.00	W2.3
X	12	Asphalt Access Drive Construction	470	SY	$175.00	$82,250.00	W2.4	$58.00	$27,260.00	W2.4
X	13	Sodding	1	LS	$60,000.00	$60,000.00	W2.5	$25,000.00	$25,000.00	W2.5
X	14	Bollards	10	EA	$800.00	$8,000.00	W2.6	$750.00	$7,500.00	W2.6

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	15	Concrete Pad Construction	35	CY	$1,000.00	$35,000.00	W2.7	$750.00	$26,250.00	W2.7
X	16	Parking Bumpers	8	EA	$400.00	$3,200.00	W2.8	$220.00	$1,760.00	W2.8
X	17	Storm Intake Structures	2	EA	$15,000.00	$30,000.00	W2.9	$5,000.00	$10,000.00	W2.9
X	18	F&I 18" RCP	180	LF	$225.00	$40,500.00	W2.10	$70.00	$12,600.00	W2.10
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances										
X	19	F&I 8" DIP	15	LF	$2,000.00	$30,000.00	W3.1	$165.00	$2,475.00	W3.1
X	20	F&I 10" DIP	460	LF	$325.00	$149,500.00	W3.2	$185.00	$85,100.00	W3.2
X	21	F&I 12" DIP	670	LF	$350.00	$234,500.00	W3.3	$215.00	$144,050.00	W3.3
X	22	F&I 16" DIP	265	LF	$450.00	$119,250.00	W3.4	$285.00	$75,525.00	W3.4
X	23	F&I 10" MJ 90 Deg. Bend	2	EA	$1,200.00	$2,400.00	W3.5	$1,850.00	$3,700.00	W3.5
X	24	F&I 16" MJ 90 Deg. Bend	2	EA	$1,500.00	$3,000.00	W3.6	$3,200.00	$6,400.00	W3.6
X	25	F&I 12" MJ 45 Deg. Bend	4	EA	$1,200.00	$4,800.00	W3.7	$1,900.00	$7,600.00	W3.7
X	26	F&I 16" MJ 45 Deg. Bend	5	EA	$1,500.00	$7,500.00	W3.8	$3,400.00	$17,000.00	W3.8
X	27	F&I 16" x 10" MJ Reducer	1	EA	$1,200.00	$1,200.00	W3.9	$2,600.00	$2,600.00	W3.9

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	28	F&I 16" x 12" MJ Reducer	1	EA	$1,500.00	$1,500.00	W3.10	$2,200.00	$2,200.00	W3.10
X	29	F&I 16" x 8" MJ Tee	1	EA	$1,300.00	$1,300.00	W3.11	$3,200.00	$3,200.00	W3.11
X	30	F&I 16" x 10" MJ Tee	1	EA	$1,500.00	$1,500.00	W3.12	$3,600.00	$3,600.00	W3.12
X	31	8" MJ Resilient Seat Gate Valve Assy	1	EA	$3,900.00	$3,900.00	W3.13	$3,800.00	$3,800.00	W3.13
X	32	10" MJ Resilient Seat Gate Valve Assy	2	EA	$4,500.00	$9,000.00	W3.14	$4,500.00	$9,000.00	W3.14
X	33	16" MJ Resilient Seat Gate Valve Assy	2	EA	$10,000.00	$20,000.00	W3.15	$7,200.00	$14,400.00	W3.15
X	34	Chemical Injection Assembly	1	LS	$20,000.00	$20,000.00	W3.16	$1,800.00	$1,800.00	W3.16
X	35	Connection to Existing 8" Water Main	1	LS	$15,000.00	$15,000.00	W3.17	$12,500.00	$12,500.00	W3.17
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances										
X	36	Horizontal Split Case High Service Pumps	3	EA	$162,000.00	$486,000.00	W4.1	$185,000.00	$555,000.00	W4.1
X	37	High Service Pump Station, Complete	1	LS	$525,000.00	$525,000.00	W4.2	$1,300,000.00	$1,300,000.00	W4.2

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	38	F&I Flanged 8" DIP	30	LF	$1,000.00	$30,000.00	W4.3	$265.00	$7,950.00	W4.3
X	39	F&I Flanged 10" DIP	35	LF	$1,200.00	$42,000.00	W4.4	$310.00	$10,850.00	W4.4
X	40	F&I Flanged 16" DIP	35	LF	$1,800.00	$63,000.00	W4.5	$420.00	$14,700.00	W4.5
X	41	F&I 8" x 4" FL Ecc. Reducer	3	EA	$1,100.00	$3,300.00	W4.6	$950.00	$2,850.00	W4.6
X	42	F&I 10" x 5" FL Ecc. Reducer	3	EA	$1,500.00	$4,500.00	W4.7	$1,200.00	$3,600.00	W4.7
X	43	F&I 10" FL 90 Deg. Bend	4	EA	$1,200.00	$4,800.00	W4.8	$1,850.00	$7,400.00	W4.8
X	44	F&I 16" FL Tee	1	EA	$2,200.00	$2,200.00	W4.9	$4,600.00	$4,600.00	W4.9
X	45	F&I 16" x 10" FL Tee	4	EA	$3,500.00	$14,000.00	W4.10	$4,200.00	$16,800.00	W4.10
X	46	8" FL Check Valve Assy	3	EA	$8,000.00	$24,000.00	W4.11	$7,200.00	$21,600.00	W4.11
X	47	8" FL Gate Valve Assy	3	EA	$8,000.00	$24,000.00	W4.12	$5,200.00	$15,600.00	W4.12
X	48	10" FL Gate Valve Assy	3	EA	$10,000.00	$30,000.00	W4.13	$6,200.00	$18,600.00	W4.13
X	49	16" FL Butterfly Valve Assy	2	EA	$6,500.00	$13,000.00	W4.14	$11,500.00	$23,000.00	W4.14
Ground Storage Tank										

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	50	2.0 MG Domed Prestressed Concrete Tank	1	LS	$2,600,000.00	$2,600,000.00	W5.1	$2,225,000.00	$2,225,000.00	W5.1
Chemical Storage										
X	51	1,000 Gallon Sodium Hypochlorite Storage Tank	1	LS	$25,000.00	$25,000.00	W6.1	$24,000.00	$24,000.00	W6.1
X	52	Chemical Metering Pump System	1	LS	$40,000.00	$40,000.00	W6.2	$42,000.00	$42,000.00	W6.2
X	53	Chemical Storage Building	1	LS	$40,000.00	$40,000.00	W6.3	$210,000.00	$210,000.00	W6.3
X	54	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	270	LF	$75.00	$20,250.00	W6.4	$165.00	$44,550.00	W6.4
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances										
X	55	Well Houses, Complete	1	LS	$300,000.00	$300,000.00	W7.1	$265,000.00	$265,000.00	W7.1
X	56	Well Pump Systems	1	LS	$330,000.00	$330,000.00	W7.2	$420,000.00	$420,000.00	W7.2
X	57	F&I 10" DIP	60	LF	$350.00	$21,000.00	W7.3	$185.00	$11,100.00	W7.3
X	58	F&I 10" FL 45 Deg. Bend	2	EA	$2,500.00	$5,000.00	W7.4	$1,850.00	$3,700.00	W7.4

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	59	F&I 10" x 4" FL Tee	4	EA	$7,500.00	$30,000.00	W7.5	$2,200.00	$8,800.00	W7.5
X	60	F&I 10" x 8" FL Reducer	2	EA	$2,200.00	$4,400.00	W7.6	$1,200.00	$2,400.00	W7.6
X	61	10" FL Check Valve Assy	2	EA	$20,000.00	$40,000.00	W7.7	$8,800.00	$17,600.00	W7.7
X	62	4" FL Gate Valve Assy	2	EA	$8,000.00	$16,000.00	W7.8	$3,200.00	$6,400.00	W7.8
X	63	10" FL Gate Valve Assy	2	EA	$14,000.00	$28,000.00	W7.9	$6,200.00	$12,400.00	W7.9
Electrical & Instrumentation & Controls										
X	64	Electrical Generator and Fuel Storage System	1	LS	$325,000.00	$325,000.00	W8.1	$325,000.00	$325,000.00	W8.1
X	65	Electrical Transformer	1	LS	$100,000.00	$100,000.00	W8.2	$120,000.00	$120,000.00	W8.2
X	66	Other Electrical Improvements	1	LS	$1,700,000.00	$1,700,000.00	W8.3	$1,050,000.00	$1,050,000.00	W8.3
X	67	Instrumentation and Controls	1	LS	$350,000.00	$350,000.00	W8.4	$420,000.00	$420,000.00	W8.4
Heating, Ventilation, and Air Conditioning										
X	68	HVAC Equipment	1	LS	$160,000.00	$160,000.00	W9.1	$95,000.00	$95,000.00	W9.1
Hexam Chemical Feed System Improvements										

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
Gopher Tortoise Management										
X	69	Gopher Tortoise Survey and Permitting	1	LS	$12,000.00	$12,000.00	H1.1	$9,500.00	$9,500.00	H1.1
X	70	Gopher Tortoise Burrow Exploration	2	EA	$800.00	$1,600.00	H1.2	$3,700.00	$7,400.00	H1.2
X	71	Gopher Tortoise Relocation	2	EA	$10,000.00	$20,000.00	H1.3	$4,800.00	$9,600.00	H1.3
X	72	Gopher Tortoise Burrow Monitoring During Construction	1	EA	$5,500.00	$5,500.00	H1.4	$3,200.00	$3,200.00	H1.4
X	73	Demolition	1	LS	$35,000.00	$35,000.00	H2.0	$85,000.00	$85,000.00	H2.0
Civil/Sitework										
X	74	Site Excavation	185	CY	$75.00	$13,875.00	H3.1	$20.00	$3,700.00	H3.1
X	75	Site Grading & Fill	1	LS	$22,000.00	$22,000.00	H3.2	$8,500.00	$8,500.00	H3.2
X	76	Asphalt Access Drive Construction	50	SY	$150.00	$7,500.00	H3.3	$150.00	$7,500.00	H3.3
X	77	Sodding	3000	SF	$12.00	$36,000.00	H3.4	$0.70	$2,100.00	H3.4

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	78	Pump Station Building - Chemical Room Repairs	1	LS	$45,000.00	$45,000.00	H4.0	$32,000.00	$32,000.00	H4.0
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances										
X	79	F&I Ductile Iron Pipe	1	LS	$20,000.00	$20,000.00	H5.1	$32,000.00	$32,000.00	H5.1
X	80	F&I Ductile Iron Mechanical Joint Fittings	1	LS	$10,000.00	$10,000.00	H5.2	$24,000.00	$24,000.00	H5.2
X	81	Chemical Injection Assembly	1	LS	$20,000.00	$20,000.00	H5.3	$16,500.00	$16,500.00	H5.3
Chemical Feed										
X	82	1,550 Gallon Sodium Hypochlorite Storage Tank	1	LS	$25,000.00	$25,000.00	H6.1	$28,000.00	$28,000.00	H6.1
X	83	Chemical Metering Pump System	1	LS	$10,000.00	$10,000.00	H6.2	$36,000.00	$36,000.00	H6.2
X	84	Chemical Storage Building	1	LS	$65,000.00	$65,000.00	H6.3	$165,000.00	$165,000.00	H6.3
X	85	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	90	LF	$250.00	$22,500.00	H6.4	$165.00	$14,850.00	H6.4
X	86	PVC Water Main	1	LS	$15,000.00	$15,000.00	H7.0	$42,000.00	$42,000.00	H7.0

BID TABLE					KAT Construction & Materials Inc.			Sawcross, Inc		
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Item No.	Unit Cost	Total	Item No.
X	87	Electrical & Controls Improvements	1	LS	$135,000.00	$135,000.00	H8.0	$118,000.00	$118,000.00	H8.0
Total						$10,231,225.00			$9,905,170.00	

Felicia Holmes, CPPO, CPPB, NIGP-CPP

For: Carla Rossiter-Smith MSM, PMP, GPC
Chief Procurement Officer

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

DATE: 03/30/26

TO: Joseph Goulart, Contracting Agent II

FROM: Kerry Jones, Project Manager

SUBJECT: Recommendation for Award Bid No. 26-C01212/JG
Project Name: Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

The attached bid received from Sawcross, Inc for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager.

1. Total Contract Bid Price is: $9,905,170.00
2. Reference checks are satisfactory: ☑ YES ☐ NO
   If no, provide an explanation using the space provided below and/or attached to this form.
3. 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.
4. Request Next Bidder? ☐ YES ☑ NO
5. 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.

From the references provided and interviewed, Sawcross can complete this project and turn over a Water Treatment Plant within time and scope.

6. Provide the funding information: Fund 4144 Dept 07244 Account 5626303

Recommendation Approved By: _____ Date: 3-30-26
Department Director/Manager

Enclosure

REFERENCE

HERNANDO COUNTY - HEXAM - WISCON - BID - CO1212JG

Reference For (Firm/Company): SAWCROSS INC.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: JEA-US 1 SOUTH REPUMP AND BPS

First Name, Last Name: BRIAN PHILLIPS

PHONE #: 904-997-3281 Email: PHILBR@JEA.COM

1. Describe the work contracted to firm/company.
   CONFIRMED AS LISTED IN THE BID PACAGE

2. Was the work completed on time?
   NO, THERE WERE DELAYS WITH EQUIPMENT DELIVERY

3. Were you satisfied with the final results?
   YES - did good work

4. Did you implement their recommendations?
   OWNER DIRECTED CHANGES, PRICING WAS FAIR AND REASONABLE.

5. Did you encounter any problems?
   Not that he could recall

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	4
Qualifications	4
Final Product	5
Cooperation	5
Reliability	4

Has worked with them before, depends on what team is assigned to the job.

7. Would you contract with this company again?
   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: DIANE ACHINELLI - MCKIM AND CREED Date: 3-20-26

REFERENCE

HERNANDO COUNTY - HEXAM - WISCON - BID - CO1212JG

Reference For (Firm/Company): SAWCROSS INC.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: JEA-LOFTON OAKS

First Name, Last Name: Dean Llewellyn

PHONE #: 757-771-4578 Email: llewd@jea.com

1. Describe the work contracted to firm/company.
   CONFIRMED AS LISTED IN THE BID PACKAGE

2. Was the work completed on time?
   NO, THERE WERE DELAYS WITH EQUIPMENT DELIVERY, PUMPS AND GENERATOR

3. Were you satisfied with the final results?
   YES

4. Did you implement their recommendations?
   OWNER DIRECTED CHANGES, PRICING WAS FAIR AND REASONABLE.

5. Did you encounter any problems?
   COMMUNICATION ISSUES

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	3
Qualifications	4
Final Product	5
Cooperation	4
Reliability	3.5-4

STATED THAT THE TEAM ASSIGNED WAS GREAT, HOWEVER, THE PM/UPPER STAFF NOT SO MUCH - COMMUNICATION ISSUES.

7. Would you contract with this company again?
   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: DIANE ACHINELLI - MCKIM AND CREED Date: 3-20-26

Merry Jones

REFERENCE

HERNANDO COUNTY - HEXAM - WISCON - BID - CO1212JG

Reference For (Firm/Company): SAWCROSS INC.

Company & Person Completing Reference: (Company & First and Last Name of Person Completing this Form):

Company Name: JEA-US 1 SOUTH REPUMP AND BPS

First Name, Last Name: BRIAN PHILLIPS

PHONE #: 904-997-3281 Email: PHILBR@JEA.COM

1. Describe the work contracted to firm/company.
   CONFIRMED AS LISTED IN THE BID PACAGE

2. Was the work completed on time?
   NO, THERE WERE DELAYS WITH EQUIPMENT DELIVERY

3. Were you satisfied with the final results?
   YES - did good work

4. Did you implement their recommendations?
   OWNER DIRECTED CHANGES, PRICING WAS FAIR AND REASONABLE.

5. Did you encounter any problems?
   Not that he could recall

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	4
Qualifications	4
Final Product	5
Cooperation	5
Reliability	4

Has worked with them before, depends on what team is assigned to the job.

7. Would you contract with this company again?
   Yes X No _____ Maybe _____

Hernando County Use Only
Reference checked by: DIANE ACHINELLI - MCKIM AND CREED Date: 3-20-26

Kerry Jones

TECHNICAL EVALUATION FOR BID AWARD

ITB# 26-C01212/JG ITB Name Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased?

Yes, it is.

If the bid is considered reasonable/realistic, provide justification for your conclusion.

The low bid amount is reasonable and realistic since it is within 3% of the second low bid and 5% of the EOPCC.

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

N/A

B. Was an independent County estimate developed prior to soliciting for the procurement?

Yes, an EOPCC was provided to the County prior to the project being advertised.

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

Comment noted. See attachment.

C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation?

N/A

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract. N/A

D. Does the bidder have a satisfactory record of performance?

Yes.

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days or it will negatively impact the evaluation the bid.

References were contacted.

E. Provide your overall recommendation on the Recommendation for Award Form.

Pursuant to the review by Hernando County and McKim & Creed, no errors were identified in the bid packages or Bid Tabulation. Sawcross, Inc. is the apparent low bidder and has provided all required documentation in accordance with the Contract Documents. It is our professional opinion that Sawcross, Inc. is a responsible and

Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.

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

ITB No. 26-C01212/JG

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements

RESPONSE DEADLINE: March 16, 2026 at 10:00 am

Tuesday, March 31, 2026

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:

Sawcross, Inc

10970 New Berlin Road

Jacksonville, FL 32226

The tentative date for this recommendation is April 28, 2026. 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/media/vwnjxtgp/procurement-manual_v-july-2025.pdf. 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,

Carla Rossiter-Smith, MSM, PMP, GPC
Chief Procurement Officer

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT

This Contract, entered into this _____ day of _____, 20___, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Sawcross, Inc. _____, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements
ITB NO. 26-C01212/JG
Hernando County, Florida

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

    a. Solicitation
    b. Introduction
    c. Definitions and Solicitation Instructions
    d. General Conditions
    e. Special Conditions
    f. Scope and Specifications
    g. Fully-executed Construction Contract

2. Attachments

    a. Exhibit A--General Requirements and Technical Specifications
    b. Exhibit B--Plans/Drawings

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:

    a. Insurance Certificate.
    b. Payment and Performance Bond.

1.02 Amending and Supplementing Contract Documents:

The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, Section titled “SPECIAL CONDITIONS,” Paragraph 3.16, titled “Changes in the Work; Claims.”

Major Changes (Amendments to the Contract Documents): The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by a Change Order.

Minor Adjustments or Clarifications: The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

A. A field order;

B. Engineer’s approval of a shop drawing or sample; or

C. Engineer’s written interpretation or clarification per the provisions described in the Contract Documents.

1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents:

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, Drawings. Within the Solicitation Document, the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

1.04 The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer’s decision shall be final.

1.05 The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

(1) Notice to Proceed.
(2) Change Order(s).

1.06 The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

1.07 The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

1.08 There are no Contract Documents other than those listed in this section.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Omar Khan, P.E. of McKim & Creed,** for the plans and specifications. **Kerry Jones and/or Brad Smith** will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **five hundred fifty (550) calendar days** after the commencement date indicated in the Notice to Proceed and ready for final payment within **five hundred eighty (580)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **two hundred fifty dollars ($250.00)** per day as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 County shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

4.01.1 For all work other than unit price work, a lump sum of:

LUMP SUM ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
Wiscon Water Treatment Plant						
1	1.0	Mobilization & Demobilization	1	LS	$470,000.00	$470,000.00
Construction Survey, As-Builts, and Pre/Post Audio/Video Recording						
2	2.1	Construction Survey and Layout	1	LS	$20,000.00	$20,000.00
3	2.2	As-Built Drawings	1	LS	$10,000.00	$10,000.00
4	2.3	Pre/Post Audio-Video Recording	1	LS	$2,500.00	$2,500.00
5	3.0	Insurance, Permits, & Performance and Payment Bond	1	LS	$150,000.00	$150,000.00
Site Demolition						
6	W1.1	Tree Removal	1	LS	$30,000.00	$30,000.00
7	W1.2	Shed, Tank, and Concrete Demolition	1	LS	$50,000.00	$50,000.00
8	W1.3	Well Plugging	1	LS	$22,000.00	$22,000.00

Civil/Sitework						
9	W2.1	Removal, Hauling, & Disposal of Fill Material	1	LS	$25,000.00	$25,000.00
10	W2.2	Site Excavation	1	LS	$380,000.00	$380,000.00
11	W2.3	Site Grading & Fill	1	LS	$290,000.00	$290,000.00
13	W2.5	Sodding	1	LS	$25,000.00	$25,000.00
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
34	W3.16	Chemical Injection Assembly	1	LS	$1,800.00	$1,800.00
35	W3.17	Connection to Existing 8" Water Main	1	LS	$12,500.00	$12,500.00
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances						
37	W4.2	High Service Pump Station, Complete	1	LS	$1,300,000.00	$1,300,000.00
Ground Storage Tank						
50	W5.1	2.0 MG Domed Prestressed Concrete Tank	1	LS	$2,225,000.00	$2,225,000.00
Chemical Storage						
51	W6.1	1,000 Gallon Sodium Hypochlorite Storage Tank	1	LS	$24,000.00	$24,000.00
52	W6.2	Chemical Metering Pump System	1	LS	$42,000.00	$42,000.00
53	W6.3	Chemical Storage Building	1	LS	$210,000.00	$210,000.00
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances						
55	W7.1	Well Houses, Complete	1	LS	$265,000.00	$265,000.00
56	W7.2	Well Pump Systems	1	LS	$420,000.00	$420,000.00
Electrical & Instrumentation & Controls						
64	W8.1	Electrical Generator and Fuel Storage System	1	LS	$325,000.00	$325,000.00
65	W8.2	Electrical Transformer	1	LS	$120,000.00	$120,000.00
66	W8.3	Other Electrical Improvements	1	LS	$1,050,000.00	$1,050,000.00
67	W8.4	Instrumentation and Controls	1	LS	$420,000.00	$420,000.00
Heating, Ventilation, and Air Conditioning						
68	W9.1	HVAC Equipment	1	LS	$95,000.00	$95,000.00
Hexam Chemical Feed System Improvements						
Gopher Tortoise Management						
69	H1.1	Gopher Tortoise Survey and Permitting	1	LS	$9,500.00	$9,500.00
73	H2.0	Demolition	1	LS	$85,000.00	$85,000.00
Civil/Sitework						
75	H3.2	Site Grading & Fill	1	LS	$8,500.00	$8,500.00
78	H4.0	Pump Station Building - Chemical Room Repairs	1	LS	$32,000.00	$32,000.00
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
79	H5.1	F&I Ductile Iron Pipe	1	LS	$32,000.00	$32,000.00
80	H5.2	F&I Ductile Iron Mechanical Joint Fittings	1	LS	$24,000.00	$24,000.00
81	H5.3	Chemical Injection Assembly	1	LS	$16,500.00	$16,500.00
Chemical Feed						
82	H6.1	1,550 Gallon Sodium Hypochlorite Storage Tank	1	LS	$28,000.00	$28,000.00
83	H6.2	Chemical Metering Pump System	1	LS	$36,000.00	$36,000.00
84	H6.3	Chemical Storage Building	1	LS	$165,000.00	$165,000.00
86	H7.0	PVC Water Main	1	LS	$42,000.00	$42,000.00
87	H8.0	Electrical & Controls Improvements	1	LS	$118,000.00	$118,00.000
Total of Lump Sum Items			Eight million, five hundred eighty-one thousand, three hundred dollars and zero cents			$8,581,300.00

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled “SPECIAL CONDITIONS”,

paragraph 7.17, titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph B, titled “Allowances” item no. 2, titled “Cash Allowances”.

4.01.2 For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled “SPECIAL CONDITIONS”, paragraph 7.17, titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C, titled “Unit Price Work”, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled “SPECIAL CONDITIONS”, paragraph 7.17, titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C, titled “Unit Price Work”. Unit prices have been computed as provided in the ITB, section titled “SPECIAL CONDITIONS”, paragraph 17, titled “Cost of the Work; Allowances; Unit Price Work”, subparagraph C, titled “Unit Price Work”.

UNIT PRICED ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
Wiscon Water Treatment Plant						
Civil/Sitework						
12	W2.4	Asphalt Access Drive Construction	470	SY	$58.00	$27,260.00
14	W2.6	Bollards	10	EA	$750.00	$7,500.00
15	W2.7	Concrete Pad Construction	35	CY	$750.00	$26,250.00
16	W2.8	Parking Bumpers	8	EA	$220.00	$1,760.00
17	W2.9	Storm Intake Structures	2	EA	$5,000.00	$10,000.00
18	W2.10	F&I 18" RCP	180	LF	$70.00	$12,600
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
19	W3.1	F&I 8" DIP	15	LF	$165.00	$2,475.00
20	W3.2	F&I 10" DIP	460	LF	$185.00	$85,100.00
21	W3.3	F&I 12" DIP	670	LF	$215.00	$144,050.00
22	W3.4	F&I 16" DIP	265	LF	$285.00	$75,525.00
23	W3.5	F&I 10" MJ 90 Deg. Bend	2	EA	$1,850.00	$3,700.00
24	W3.6	F&I 16" MJ 90 Deg. Bend	2	EA	$3,200.00	$6,400.00
25	W3.7	F&I 12" MJ 45 Deg. Bend	4	EA	$1,900.00	$7,600.00
26	W3.8	F&I 16" MJ 45 Deg. Bend	5	EA	$3,400.00	$17,000.00
27	W3.9	F&I 16" x 10" MJ Reducer	1	EA	$2,600.00	$2,600.00
28	W3.10	F&I 16" x 12" MJ Reducer	1	EA	$2,200.00	$2,200.00
29	W3.11	F&I 16" x 8" MJ Tee	1	EA	$3,200.00	$3,200.00
30	W3.12	F&I 16" x 10" MJ Tee	1	EA	$3,600.00	$3,600.00
31	W3.13	8" MJ Resilient Seat Gate Valve Assy	1	EA	$3,800.00	$3,800.00
32	W3.14	10" MJ Resilient Seat Gate Valve Assy	2	EA	$4,500.00	$9,000.00
33	W3.15	16" MJ Resilient Seat Gate Valve Assy	2	EA	$7,200.00	$14,400.00
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances						
36	W4.1	Horizontal Split Case High Service Pumps	3	EA	$185,000.00	$555,000.00
38	W4.3	F&I Flanged 8" DIP	30	LF	$265.00	$7,950.00
39	W4.4	F&I Flanged 10" DIP	35	LF	$310.00	$10,850.00
40	W4.5	F&I Flanged 16" DIP	35	LF	$420.00	$14,700.00
41	W4.6	F&I 8" x 4" FL Ecc. Reducer	3	EA	$950.00	$2,850.00
42	W4.7	F&I 10" x 5" FL Ecc. Reducer	3	EA	$1,200.00	$3,600.00

UNIT PRICED ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
43	W4.8	F&I 10" FL 90 Deg. Bend	4	EA	$1,850.00	$7,400.00
44	W4.9	F&I 16" FL Tee	1	EA	$4,600.00,	$4,600.00
45	W4.10	F&I 16" x 10" FL Tee	4	EA	$4,200.00	$16,800.00
46	W4.11	8" FL Check Valve Assy	3	EA	$7,200.00	$21,600.00
47	W4.12	8" FL Gate Valve Assy	3	EA	$5,200.00	$15,600.00
48	W4.13	10" FL Gate Valve Assy	3	EA	$6,200.00	$18,600.00
49	W4.14	16" FL Butterfly Valve Assy	2	EA	$11,500.00	$23,000.00
Chemical Storage						
54	W6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	270	LF	$165.00	$44,550.00
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances						
57	W7.3	F&I 10" DIP	60	LF	$185.00	$11,100.00
58	W7.4	F&I 10" FL 45 Deg. Bend	2	EA	$1,850.00	$3,700.00
59	W7.5	F&I 10" x 4" FL Tee	4	EA	$2,200.00	$8,800.00
60	W7.6	F&I 10" x 8" FL Reducer	2	EA	$1,200.00	$2,400.00
61	W7.7	10" FL Check Valve Assy	2	EA	$8,800.00	$17,600.00
62	W7.8	4" FL Gate Valve Assy	2	EA	$3,200.00	$6,400.00
63	W7.9	10" FL Gate Valve Assy	2	EA	$6,200.00	$12,400.00
Hexam Chemical Feed System Improvements						
Gopher Tortoise Management						
70	H1.2	Gopher Tortoise Burrow Exploration	2	EA	$3,700.00	$7,400.00
71	H1.3	Gopher Tortoise Relocation	2	EA	$4,800.00	$9,600.00
72	H1.4	Gopher Tortoise Burrow Monitoring During Construction	1	EA	$3,200.00	$3,200.00
Civil/Sitework						
74	H3.1	Site Excavation	185	CY	$20.00	$3,700.00
76	H3.3	Asphalt Access Drive Construction	50	SY	$150.00	$7,500.00
77	H3.4	Sodding	3000	SY	$0.70	$2,100.00
Chemical Feed						
85	H6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	90	LF	$165.00	$14,850.00
Total of Unit Priced Items			One million, three hundred twenty-three thousand, eight hundred seventy dollars and zero cents			$1,323,870.00
Total of Lump Sum and Unit Priced Items			Nine million, nine hundred five thousand, one hundred seventy dollars and zero cents			$9,905,170.00

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Section

218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative's recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce County to enter into this Contract Vendor/Contractor makes the following representations:

7.01.1 Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

7.01.2 Vendor/Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.

7.01.3 Vendor/Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.

7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.

7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

7.01.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of nine million, nine hundred five thousand, one hundred seventy dollars ($9,905,170.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

THIS SPACE INTENTIONALLY LEFT BLANK
SIGNATURES ON NEXT PAGE

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: JERRY CAMPBELL

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr.

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

Sawcross, Inc.

By: Mark Hickinbotham

Title: President

[CORPORATE SEAL]

Attest: Mikayla Parker

Title: Preconstruction Services

Address for giving notices:

10970 New Berlin Rd

Jacksonville, FL 32226

Agent for service of process:

Mark Hickinbotham

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT

FILED
Jan 06, 2026
Secretary of State
2616193494CC

DOCUMENT# V55559

Entity Name: SAWCROSS, INC.

Current Principal Place of Business:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270

Current Mailing Address:

10970 NEW BERLIN ROAD
JACKSONVILLE, FL 32226-2270 US

FEI Number: 59-3136689

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

HICKINBOTHAM, MARK E
8127 WEKIVA LANE
JACKSONVILLE, FL 32256 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:

Electronic Signature of Registered Agent — Date

Officer/Director Detail :

Title	D	Title	VP
Name	HICKINBOTHAM, MARK E	Name	HICKINBOTHAM, FRANCES T
Address	8127 WEKIVA LANE	Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256	City-State-Zip:	JACKSONVILLE FL 32256
Title	S	Title	P
Name	HICKINBOTHAM, FRANCES T	Name	HICKINBOTHAM, MARK E
Address	8127 WEKIVA LANE	Address	8127 WEKIVA LANE
City-State-Zip:	JACKSONVILLE FL 32256	City-State-Zip:	JACKSONVILLE FL 32256

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 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MARK HICKINBOTHAM PRESIDENT 01/06/2026

Electronic Signature of Signing Officer/Director Detail — Date

G/L ACCOUNT - MASTER INQUIRY

```
Org code:     B4402011  HCUD-WATER & SEWER FUND              Type:     E
Object code:  566350    CAPITAL-IMPROVE OTHR THAN BLDG       Status:     A
Project code: XC543     IMPROV-WTR PLNT/WELL/STOR            Budgetary:  Y

  Fund         B411   HCUD-WATER & SEWER FUND
  Department   200      HCUD-ADMINISTRATION
  Group        14108    HCUD - CAPITAL
  Area of Op   40       UTILITIES
  Function     53600    WATER/SEWER SERVICES
                        *UNKNOWN*
                        *UNKNOWN*
  Project      XC543  IMPROV-WTR PLNT/WELL/STOR

Full description:  CAPITAL-IMPROVE OTHR THAN BLDG    Short desc: 566350
Reference Acct:                                    Auto-encumber? (Y/N)  N

              --------- CURRENT YEAR MONTHLY AMOUNTS ----------
PER            ACTUAL       ENCUMBRANCE      BUD TRANSFER            BUDGET
 00               .00               .00               .00               .00
 01               .00               .00               .00     16,379,278.00
 02               .00               .00               .00               .00
 03               .00               .00               .00               .00
 04               .00               .00        111,681.00        111,681.00
 05               .00      3,062,129.75               .00               .00
 06               .00               .00       -756,354.00       -756,354.00
 07               .00               .00               .00               .00
 08               .00               .00               .00               .00
 09               .00               .00               .00               .00
 10               .00               .00               .00               .00
 11               .00               .00               .00               .00
 12               .00               .00               .00               .00
 13               .00               .00               .00               .00
Tot:              .00      3,062,129.75       -644,673.00     15,734,605.00

              ---------- CURRENT YEAR TOTAL AMOUNTS -----------
Actual (Memo)                    .00  Original Budget          16,379,278.00
Encumbrances            3,062,129.75  Budget Tranfr In            117,681.00
Requisitions                     .00  Budget Tranfr Out          -762,354.00
  Total                 3,062,129.75  Carry Fwd Budget                  .00
Available Budget       12,672,475.25  Carry Fwd Bud Tfr                 .00
Percent Used                  19.46  Revised Budget           15,734,605.00

Inceptn to SOY                   .00  Inceptn Orig Bud                  .00
                                      Inceptn Revsd Bud                 .00

Encumb-Last Yr                   .00                                    .00
Actual-Last Yr                   .00                                    .00
Estim-Actual           16,490,959.00                                    .00
                             .00                                        .00
                                                                        .00
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BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONSTRUCTION CONTRACT

This Contract, entered into this 28th day of April, 2026 by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and Sawcross, Inc. _____, hereinafter called the VENDOR/CONTRACTOR. County and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

Wiscon Water Treatment Plant and Hexam WTP Chemical Feed System Improvements
ITB NO. 26-C01212/JG
Hernando County, Florida

ARTICLE 1 – CONTRACT DOCUMENTS

1.01 The Vendor/Contractor shall furnish all labor, equipment and materials and perform the work above described for the amount stated above in strict accordance with this Contract and the Contract Documents, all of which are made a part hereof and designated as follows:

1. Solicitation Document (ITB, RFQ or RFP) in its entirety including but not limited to all sections therein, exhibits, and the Solicitation-Offer-Award cover sheet

    a. Solicitation
    b. Introduction
    c. Definitions and Solicitation Instructions
    d. General Conditions
    e. Special Conditions
    f. Scope and Specifications
    g. Fully-executed Construction Contract

2. Attachments

    a. Exhibit A--General Requirements and Technical Specifications
    b. Exhibit B--Plans/Drawings

All addenda issued by the County prior to the receipt of bids and all supplementary drawings issued after award of the Contract become part of the Contract Document.

All provisions required by law to be inserted in this Contract, whether actually inserted or not.

Exhibits to this Agreement (as follows):

1. Vendor/Contractor's Pricing Proposal (Bid).
2. Documentation submitted by Vendor/Contractor after the Notice of Award:

    a. Insurance Certificate.
    b. Payment and Performance Bond.

1.02 Amending and Supplementing Contract Documents:

The Contract Documents may only be amended, modified, or supplemented as stated in the Solicitation Document, Section titled "SPECIAL CONDITIONS," Paragraph 3.16, titled "Changes in the Work; Claims."

Major Changes (Amendments to the Contract Documents): The Contract Documents may be amended to provide for additions, deletions, and revisions in the work or to modify the terms and conditions thereof by a Change Order.

Minor Adjustments or Clarifications: The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the work may be authorized, by one (1) or more of the following ways:

A. A field order;

B. Engineer's approval of a shop drawing or sample; or

C. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

1.03 Resolving Conflicts, Errors and Discrepancies in the Contract Documents:

In resolving such conflicts, errors and discrepancies, the documents shall be given preference in the following order: Contract, Solicitation Document, Drawings. Within the Solicitation Document, the order of preference shall be as follows: Addenda, General Conditions, Technical Specifications. Figure dimensions on drawings shall govern over scale dimensions, and the detailed drawings shall govern over general drawings. Any work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. In case of conflict the more stringent requirements shall take precedence and govern.

1.04 The Vendor/Contractor shall take no advantage of any error or omission in the plans or of any discrepancy between the plans and specifications, and the Engineer shall make such interpretation he/she may deem necessary for the fulfillment of the intent of the plans and specifications as construed by him/her; the Engineer's decision shall be final.

1.05 The following which may be delivered or issued on or after the effective date of the Agreement and are not attached hereto:

(1) Notice to Proceed.
(2) Change Order(s).

1.06 The documents listed in this paragraph are attached to the Agreement (except as expressly noted otherwise).

1.07 The Contract Documents may only be amended, modified, or supplemented as provided in the Contract Documents.

1.08 There are no Contract Documents other than those listed in this section.

ARTICLE 2 - THE ENGINEER

2.01 Engineer in the administration of this Contract and any references to the Engineer or the Professional shall be deemed to mean **Omar Khan, P.E. of McKim & Creed,** for the plans and specifications. **Kerry Jones and/or Brad Smith** will act as the County's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the work in accordance with their respective scope of work and the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 Time of the Essence:

For purposes of this Contract, all time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence.

3.02 Days to Achieve Substantial Completion and Final Payment:

Vendor/Contractor agrees that the work will be substantially complete within **five hundred fifty (550) calendar days** after the commencement date indicated in the Notice to Proceed and ready for final payment within **five hundred eighty (580)** calendar days after the date indicated on the Notice to Proceed.

3.03 Liquidated Damages:

Vendor/Contractor and County agree for each consecutive calendar day that the work remains incomplete after the date established for substantial completion and/or final completion, the County will retain from the compensation otherwise to be paid to the Vendor/Contractor the sum of **two hundred fifty dollars ($250.00)** per day as liquidated damages. This liquidated damages amount is the minimum measure of damages the County will sustain by failure of the Vendor/Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks required to complete all work specified.

ARTICLE 4 – CONTRACT PRICE

4.01 County shall pay Vendor/Contractor for completion of the work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to the paragraphs below:

4.01.1 For all work other than unit price work, a lump sum of:

LUMP SUM ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
Wiscon Water Treatment Plant						
1	1.0	Mobilization & Demobilization	1	LS	$470,000.00	$470,000.00
Construction Survey, As-Builts, and Pre/Post Audio/Video Recording						
2	2.1	Construction Survey and Layout	1	LS	$20,000.00	$20,000.00
3	2.2	As-Built Drawings	1	LS	$10,000.00	$10,000.00
4	2.3	Pre/Post Audio-Video Recording	1	LS	$2,500.00	$2,500.00
5	3.0	Insurance, Permits, & Performance and Payment Bond	1	LS	$150,000.00	$150,000.00
Site Demolition						
6	W1.1	Tree Removal	1	LS	$30,000.00	$30,000.00
7	W1.2	Shed, Tank, and Concrete Demolition	1	LS	$50,000.00	$50,000.00
8	W1.3	Well Plugging	1	LS	$22,000.00	$22,000.00

Civil/Sitework						
9	W2.1	Removal, Hauling, & Disposal of Fill Material	1	LS	$25,000.00	$25,000.00
10	W2.2	Site Excavation	1	LS	$380,000.00	$380,000.00
11	W2.3	Site Grading & Fill	1	LS	$290,000.00	$290,000.00
13	W2.5	Sodding	1	LS	$25,000.00	$25,000.00
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
34	W3.16	Chemical Injection Assembly	1	LS	$1,800.00	$1,800.00
35	W3.17	Connection to Existing 8" Water Main	1	LS	$12,500.00	$12,500.00
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances						
37	W4.2	High Service Pump Station, Complete	1	LS	$1,300,000.00	$1,300,000.00
Ground Storage Tank						
50	W5.1	2.0 MG Domed Prestressed Concrete Tank	1	LS	$2,225,000.00	$2,225,000.00
Chemical Storage						
51	W6.1	1,000 Gallon Sodium Hypochlorite Storage Tank	1	LS	$24,000.00	$24,000.00
52	W6.2	Chemical Metering Pump System	1	LS	$42,000.00	$42,000.00
53	W6.3	Chemical Storage Building	1	LS	$210,000.00	$210,000.00
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances						
55	W7.1	Well Houses, Complete	1	LS	$265,000.00	$265,000.00
56	W7.2	Well Pump Systems	1	LS	$420,000.00	$420,000.00
Electrical & Instrumentation & Controls						
64	W8.1	Electrical Generator and Fuel Storage System	1	LS	$325,000.00	$325,000.00
65	W8.2	Electrical Transformer	1	LS	$120,000.00	$120,000.00
66	W8.3	Other Electrical Improvements	1	LS	$1,050,000.00	$1,050,000.00
67	W8.4	Instrumentation and Controls	1	LS	$420,000.00	$420,000.00
Heating, Ventilation, and Air Conditioning						
68	W9.1	HVAC Equipment	1	LS	$95,000.00	$95,000.00
Hexam Chemical Feed System Improvements						
Gopher Tortoise Management						
69	H1.1	Gopher Tortoise Survey and Permitting	1	LS	$9,500.00	$9,500.00
73	H2.0	Demolition	1	LS	$85,000.00	$85,000.00
Civil/Sitework						
75	H3.2	Site Grading & Fill	1	LS	$8,500.00	$8,500.00
78	H4.0	Pump Station Building - Chemical Room Repairs	1	LS	$32,000.00	$32,000.00
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
79	H5.1	F&I Ductile Iron Pipe	1	LS	$32,000.00	$32,000.00
80	H5.2	F&I Ductile Iron Mechanical Joint Fittings	1	LS	$24,000.00	$24,000.00
81	H5.3	Chemical Injection Assembly	1	LS	$16,500.00	$16,500.00
Chemical Feed						
82	H6.1	1,550 Gallon Sodium Hypochlorite Storage Tank	1	LS	$28,000.00	$28,000.00
83	H6.2	Chemical Metering Pump System	1	LS	$36,000.00	$36,000.00
84	H6.3	Chemical Storage Building	1	LS	$165,000.00	$165,000.00
86	H7.0	PVC Water Main	1	LS	$42,000.00	$42,000.00
87	H8.0	Electrical & Controls Improvements	1	LS	$118,000.00	$118,00.000
Total of Lump Sum Items			Eight million, five hundred eighty-one thousand, three hundred dollars and zero cents			$8,581,300.00

All specific cash allowances are included in the above price and have been computed in accordance with the Solicitation Document, section titled "SPECIAL CONDITIONS",

paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph B, titled "Allowances" item no. 2, titled "Cash Allowances".

4.01.2 For all unit price work, an amount equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated in this paragraph:

As provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work", estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by County Designated Representative as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work". Unit prices have been computed as provided in the ITB, section titled "SPECIAL CONDITIONS", paragraph 17, titled "Cost of the Work; Allowances; Unit Price Work", subparagraph C, titled "Unit Price Work".

UNIT PRICED ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
Wiscon Water Treatment Plant						
Civil/Sitework						
12	W2.4	Asphalt Access Drive Construction	470	SY	$58.00	$27,260.00
14	W2.6	Bollards	10	EA	$750.00	$7,500.00
15	W2.7	Concrete Pad Construction	35	CY	$750.00	$26,250.00
16	W2.8	Parking Bumpers	8	EA	$220.00	$1,760.00
17	W2.9	Storm Intake Structures	2	EA	$5,000.00	$10,000.00
18	W2.10	F&I 18" RCP	180	LF	$70.00	$12,600
Ductile Iron Yard Piping, Mechanical Joints (MJ) Fittings & Appurtenances						
19	W3.1	F&I 8" DIP	15	LF	$165.00	$2,475.00
20	W3.2	F&I 10" DIP	460	LF	$185.00	$85,100.00
21	W3.3	F&I 12" DIP	670	LF	$215.00	$144,050.00
22	W3.4	F&I 16" DIP	265	LF	$285.00	$75,525.00
23	W3.5	F&I 10" MJ 90 Deg. Bend	2	EA	$1,850.00	$3,700.00
24	W3.6	F&I 16" MJ 90 Deg. Bend	2	EA	$3,200.00	$6,400.00
25	W3.7	F&I 12" MJ 45 Deg. Bend	4	EA	$1,900.00	$7,600.00
26	W3.8	F&I 16" MJ 45 Deg. Bend	5	EA	$3,400.00	$17,000.00
27	W3.9	F&I 16" x 10" MJ Reducer	1	EA	$2,600.00	$2,600.00
28	W3.10	F&I 16" x 12" MJ Reducer	1	EA	$2,200.00	$2,200.00
29	W3.11	F&I 16" x 8" MJ Tee	1	EA	$3,200.00	$3,200.00
30	W3.12	F&I 16" x 10" MJ Tee	1	EA	$3,600.00	$3,600.00
31	W3.13	8" MJ Resilient Seat Gate Valve Assy	1	EA	$3,800.00	$3,800.00
32	W3.14	10" MJ Resilient Seat Gate Valve Assy	2	EA	$4,500.00	$9,000.00
33	W3.15	16" MJ Resilient Seat Gate Valve Assy	2	EA	$7,200.00	$14,400.00
High Service Pump Station, Ductile Iron Water Main Flanged Fittings and Appurtenances						
36	W4.1	Horizontal Split Case High Service Pumps	3	EA	$185,000.00	$555,000.00
38	W4.3	F&I Flanged 8" DIP	30	LF	$265.00	$7,950.00
39	W4.4	F&I Flanged 10" DIP	35	LF	$310.00	$10,850.00
40	W4.5	F&I Flanged 16" DIP	35	LF	$420.00	$14,700.00
41	W4.6	F&I 8" x 4" FL Ecc. Reducer	3	EA	$950.00	$2,850.00
42	W4.7	F&I 10" x 5" FL Ecc. Reducer	3	EA	$1,200.00	$3,600.00

UNIT PRICED ITEMS						
Line Item	**Item No.**	**Description**	**QTY**	**UOM**	**Unit Cost**	**Total Cost**
43	W4.8	F&I 10" FL 90 Deg. Bend	4	EA	$1,850.00	$7,400.00
44	W4.9	F&I 16" FL Tee	1	EA	$4,600.00,	$4,600.00
45	W4.10	F&I 16" x 10" FL Tee	4	EA	$4,200.00	$16,800.00
46	W4.11	8" FL Check Valve Assy	3	EA	$7,200.00	$21,600.00
47	W4.12	8" FL Gate Valve Assy	3	EA	$5,200.00	$15,600.00
48	W4.13	10" FL Gate Valve Assy	3	EA	$6,200.00	$18,600.00
49	W4.14	16" FL Butterfly Valve Assy	2	EA	$11,500.00	$23,000.00
Chemical Storage						
54	W6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	270	LF	$165.00	$44,550.00
Well Houses, Ductile Iron Raw Water Main Flanged Fittings and Appurtenances						
57	W7.3	F&I 10" DIP	60	LF	$185.00	$11,100.00
58	W7.4	F&I 10" FL 45 Deg. Bend	2	EA	$1,850.00	$3,700.00
59	W7.5	F&I 10" x 4" FL Tee	4	EA	$2,200.00	$8,800.00
60	W7.6	F&I 10" x 8" FL Reducer	2	EA	$1,200.00	$2,400.00
61	W7.7	10" FL Check Valve Assy	2	EA	$8,800.00	$17,600.00
62	W7.8	4" FL Gate Valve Assy	2	EA	$3,200.00	$6,400.00
63	W7.9	10" FL Gate Valve Assy	2	EA	$6,200.00	$12,400.00
Hexam Chemical Feed System Improvements						
Gopher Tortoise Management						
70	H1.2	Gopher Tortoise Burrow Exploration	2	EA	$3,700.00	$7,400.00
71	H1.3	Gopher Tortoise Relocation	2	EA	$4,800.00	$9,600.00
72	H1.4	Gopher Tortoise Burrow Monitoring During Construction	1	EA	$3,200.00	$3,200.00
Civil/Sitework						
74	H3.1	Site Excavation	185	CY	$20.00	$3,700.00
76	H3.3	Asphalt Access Drive Construction	50	SY	$150.00	$7,500.00
77	H3.4	Sodding	3000	SY	$0.70	$2,100.00
Chemical Feed						
85	H6.4	2" SCH-80 PVC Containment Pipe with 1/2" Polytubing	90	LF	$165.00	$14,850.00
Total of Unit Priced Items			One million, three hundred twenty-three thousand, eight hundred seventy dollars and zero cents			$1,323,870.00
Total of Lump Sum and Unit Priced Items			Nine million, nine hundred five thousand, one hundred seventy dollars and zero cents			$9,905,170.00

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments:

Vendor/Contractor shall submit Applications for Payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item A. Applications for Payment will be processed by County Designated Representative as provided in the Contract Documents.

5.02 Progress Payments; Retainage:

5.02.1 County shall make progress payments on account of the Contract Price on the basis of Vendor/Contractor's Applications for Payment not later than the time periods established by applicable provisions of the Florida Prompt Payment Act, Section

218.735, F.S., during performance of the work as provided in paragraphs below. All such payments will be measured by the Schedule of Values (and in the case of unit price work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:

5.02.1.1 Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as County Designated Representative may determine or County may withhold, including but not limited to liquidated damages, in accordance with the Contract Documents:

5.02.1.1.1 Ninety-five percent (95%) of work completed (with the balance being retainage); and

5.02.1.1.2 Ninety-five percent (95%) of cost of materials and equipment not incorporated in the work (with the balance being retainage).

5.03 Final Payment:

5.03.1 Upon receipt of the final Application for Payment accompanied by County Designated Representative's recommendation of payment in accordance with the ITB, section titled "SPECIAL CONDITIONS", paragraph 7.21, titled "Payments to Contractor and Completion", subparagraph B, titled "Progress Payments", subparagraph 1 titled "Application for Payments", item a., County shall pay Vendor/Contractor the remainder of the Contract Price as recommended by County Designated Representative, less any sum County is entitled to set off against County Designated Representative's recommendation, including but not limited to liquidated damages.

5.03.2 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the County to the Vendor/Contractor when the work has been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the County Designated Representative.

ARTICLE 6 – INTEREST

All moneys not paid when due shall bear interest at the maximum legal rate.

ARTICLE 7 – VENDOR/CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce County to enter into this Contract Vendor/Contractor makes the following representations:

7.01.1 Vendor/Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.

7.01.2 Vendor/Contractor has visited the Site and become familiar with and is satisfied with the general, local, and Site conditions that may affect cost, progress, and performance of the work.

7.01.3 Vendor/Contractor is familiar with and is satisfied with all Federal, State, and local laws and regulations that may affect cost, progress, and performance of the work.

7.01.4 Vendor/Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.01.5 Vendor/Contractor is aware of the general nature of work to be performed by County and others at the Site that relates to the work as indicated in the Contract Documents.

7.01.6 Vendor/Contractor has correlated the information known to Vendor/Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

7.01.7 Vendor/Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor/Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Vendor/Contractor.

7.01.8 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms:

Terms used in this Contract will have the meanings stated in the Contract Documents.

8.02 Assignment of Contract:

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 Severability:

Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon County and Vendor/Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

ARTICLE 9 – CONTRACT PAYMENT

9.01 The County agrees to pay the Vendor/Contractor for the faithful performance under this Contract for the agreed amount of nine million, nine hundred five thousand, one hundred seventy dollars ($9,905,170.00) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

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SIGNATURES ON NEXT PAGE

OWNER/COUNTY:
HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

By: JERRY CAMPBELL

Title: CHAIRMAN

[CORPORATE SEAL]

Attest: Douglas A. Chorvat, Jr. Deputy Clerk

Title: Clerk of Circuit Court & Comptroller

Address for giving notices:

15470 Flight Path Dr.

Brooksville, FL 34604

VENDOR/CONTRACTOR

Sawcross, Inc.

By: Mark Hickinbotham

Title: President

[CORPORATE SEAL]

Attest: Mikayla Parker

Title: Preconstruction Services

Address for giving notices:

10970 New Berlin Rd

Jacksonville, FL 32226

Agent for service of process:

Mark Hickinbotham

(If Vendor/Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17340
Legal Request Number:
Bid/Contract Number: 18-R00020 TO#11

TITLE

Change Order No. 2 to Purchase Order With McKim & Creed, Inc., for Killian Water Treatment Plant Upgrade Project for Utilities Department (Contract No. 18-R00020; Amount: $223,391.10)

RESULT: ADOPTED

Board of County Commissioners

AGENDA ITEM

Meeting: 07/10/18 09:00 AM
Department: Purchasing & Contracts
Prepared By: Patty Hall

Initiator: James Wunderle
DOC ID: 14622
Legal Request Number: 17-757
Bid/Contract Number: 18-R00020/PH

TITLE

Award of Contracts to McKim and Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc., No. 18-R00020/PH for Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects (Estimated Annual Expenditure: $400,000.00)

BRIEF OVERVIEW

On December 13, 2017, Purchasing and Contracts Department issued a Request for Qualifications (RFQ No. 18-R00020/PH) for Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects. The term of the resulting contract is for three (3) years with two (2) twelve-month renewal options upon mutual agreement. The County intends to award three (3) contracts to the highest ranked proposing firms.

Twenty (20) proposals were received on the opening date of February 1, 2018 from the following firms (in alphabetical order):

AECOM Technical Services, Inc. - Tampa, FL
Arcadis U.S., Inc. - Tampa, FL
Ayres Associates - Tampa, FL
Cardno, Inc. - Brooksville, FL
Coastal Engineering - Brooksville, FL
Dewberry Engineers, Inc. - Tampa, FL
Florida Design Consultants, Inc. - New Port Richey, FL
Genesis - Tampa, FL
George F. Young, Inc. - Tampa, FL
Greenman-Pedersen, Inc. - Brooksville, FL
Hazen and Sawyer - Tampa, FL
HDR Engineering, Inc. - Tampa, FL
Jones Edmunds - Tampa, FL
Kimley-Horn - Ocala, FL
King Engineering Associates, Inc. - Tampa, FL
McKim & Creed, Inc. - Tampa, FL
Metzger & Willard, Inc. - Tampa, FL
Reiss Engineering - Tampa, FL
Stroud Engineering Consultants - Odessa, FL
Tetra Tech, Inc. - Tampa, FL

A Professional Services Review Committee (PSRC) comprised of Rick Kirby, Engineering Division Manager; Clay Black, Stormwater Engineer; and Josh Martin, Water Distribution Supervisor, met on March 7, 2018 to review and rank the twenty (20) written proposals. The selection process was conducted using the guidelines set forth

in Section 287.055 (Current Edition), Florida Statutes. This statute only permits negotiation of fees or project costs as a part of the contract negotiation process (i.e., after the firms have been ranked).

The PSRC consensus scoring actions resulted in a short list of these three (3) firms in highest ranking order:

FIRM NAME	TOTAL POINTS
1. McKim & Creed, Inc.	80.67
2. Arcadis U.S., Inc.	77.33
3. Coastal Engineering	75.67

At the April 10, 2018 BOCC meeting, the Board approved (DOC ID 14298) the ranking order and authorized staff to enter into negotiations for RFQ 18-R00020/PH with the top three (3) ranked firms.

Staff has successfully completed negotiations with McKim & Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc.

FINANCIAL IMPACT

Task Orders will be used and negotiated on an as-needed basis. Funding is available in account No. 07096-5303101 – Engineering Professional Services. Estimated annual cost is $400,000.00.

LEGAL NOTE

The Board has the authority to take the recommended action pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances. **(LR No. 17-757)**

RECOMMENDATION

1) Staff recommends the Board approve award of Contract No. 18-R00020/PH for Continuing Engineering Services for Water, Wastewater, and Reclaimed Water Projects to McKim & Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc. to be used on an as-needed basis. The initial contract is for a term of thirty-six (36) months with two (2) additional twelve (12) month renewal options upon mutual agreement; and

2) Staff requests the Board authorize the Chief Procurement Officer to approve renewals of the Contracts when there is no change to the terms and conditions; and

3) Staff requests that individual task orders as defined in FL Statute 287.055 (Current

Edition) for Continuing Contracts (not-to-exceed $200,000.00) be approved by the Chief Procurement Officer up to the amount of funding approved in the first term of the Contracts. Task Orders will be assigned and issued on a rotational basis.

REVIEW PROCESS

James Wunderle	Completed	06/27/2018 7:52 AM
Richard Kirby	Completed	07/02/2018 11:43 AM
Gordon Onderdonk	Completed	07/02/2018 11:48 AM
Grace Sheppard	Completed	06/28/2018 4:23 PM
Michelle Bishop	Completed	07/02/2018 11:07 AM
George Zoettlein	Completed	07/02/2018 12:05 PM
Garth Coller	Completed	07/02/2018 3:51 PM
Sue Bishop	Completed	07/02/2018 12:11 PM
Jenine Wimer	Completed	07/02/2018 4:52 PM
Leonard Sossamon	Completed	07/03/2018 8:19 AM
Tina Duenninger	Completed	07/05/2018 9:33 AM
Board of County Commissioners	Completed	07/10/2018 9:00 AM

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Dukes, Second Vice Chairman
SECONDER:	John Mitten, Commissioner
AYES:	Steve Champion, Wayne Dukes, Jeff Holcomb, John Mitten

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTINUING ENGINEERING SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CONTRACT NO. 18-R00020/PH

This Contract made and entered into this 10th day of July ,2018 by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 20 N. Main Street, Room No. 263, Brooksville, FL 34601 hereinafter referred to as the "COUNTY" and McKim & Creed, Inc., located at 3903 Northdale Blvd., Suite 115E, Tampa, FL 33624, hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering Task Orders and other services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 (Current Edition), Florida Statutes and Hernando County Policy, latest revision,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

1.1 "ENGINEER" shall be defined herein to include all principals of the firm of McKim & Creed, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-consultants retained by the ENGINEER to perform its obligations hereunder. Sub-consultants shall be reviewed and approved by the COUNTY prior to Notice-to-Proceed with their prospective work assignments.

1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment as applicable. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Assignments (Task Orders). The

ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Task Order.

1.3.1 Certain and agreed upon Sub-consultant Services may constitute a specialized Task Order requiring the independent Sub-consultant to work directly with the COUNTY.

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment (Task Order).

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This agreement is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that Professional Service projects awarded under this agreement will be assigned on a rotating basis to all Professional Engineering Firms awarded continuing contracts for Continuing Professional Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment (task order) either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment (task order) is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project (task order). It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as "Exhibit B - Task Order Form", which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the

work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written proposal from the ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.

3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.

3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

a. Lump Sum Method
b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.

b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a) DIRECT COSTS

Direct costs are Sub-consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-consultant Costs shall be defined as the actual compensation paid to professional and technical sub-consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b) HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its Sub-consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B - Task Order Form" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of

Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increate to go into effect on the renewal date of the contract will be the percent change of increase in the CPI-U series between May 2015 and May 2016. The percent change will be effective on the renewal date.

c) OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.

d) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of $100.00, shall be the property of COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

e) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

f) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

g) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061.

h) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

i) COST LIMITATION

(1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation

indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

j. TASK ORDER CONTRACT PRICE

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

(2) In the event any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

k. PROGRESS PAYMENTS TO THE ENGINEER

(1) For a Task Order Performed under the Lump Sum Method of compensation, the ENGINEER will prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15)

days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5
WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Task Order of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 EXPIRATION

This Contract shall expire three (3) years after the date of execution of this Agreement. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6
COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.

d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2 DESIGNEE

The County Administrator's designee under a contract resulting from **RFQ No. 18-R00020/PH** shall be the Hernando County Utilities Director.

SECTION 7
CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8
TERMINATION OF CONTRACT

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.

b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.

c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.

d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.

e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.

f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY's Rights and Responsibilities.

b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.

c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause,

provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY's intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

8.6 SUSPENSION

a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER

hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9
CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10
INDEMNITY AND INSURANCE

10.1 GENERAL

The ENGINEER agrees, to the fullest extent permitted by Florida law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement, and those of the ENGINEER's subconsultants or anyone for whom the ENGINEER is legally liable.

The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the COUNTY's negligent acts, errors or omissions and those of the COUNTY's contractors, subcontractors, consultants or anyone for whom the COUNTY is legally liable, and arising from the project that is the subject of this Agreement.

The ENGINEER is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this contract have been detailed in **RFQ No. 18-R00020/PH.** The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The ENGINEER will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and $500,000 for Employers' Liability.

b. Comprehensive General Liability

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than $2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Comprehensive Automobile Liability

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000 CSL or its equivalent

d. Professional Liability Insurance

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than $1,000,000 that protects the ENGINEER to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
1653 Blaise Drive
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11
NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 12

OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 13
STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14
ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books,

records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15
CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16
ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 17
CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18
FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19
EXTENT OF CONTRACT

This Contract, together with the RFQ No. 18-R00020/PH issued December 13, 2017, the proposal submitted by McKim & Creed, Inc. and the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services
Exhibit B: Compensation and Method of Payment
Exhibit C: Truth in Negotiation Certification

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER:

Witness

SEAL
BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

COUNTY:
Hernando County Board of County Commissioners

Susan Burns, Deputy Clerk
Attest

Steve Champion, Chairman

EXHIBIT "A"

SCOPE OF SERVICES
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CONTRACT No. 18-R00020/PH

GENERAL: Hernando County is seeking statements of qualifications from Florida registered firms qualified to provide Engineering Services necessary to deliver new and renovated water and wastewater infrastructure. Professional consultant services may be required for design, permitting, studies and evaluations, and design criteria packages of water and wastewater processes, pipeline and pumping, and all necessary appurtenant assets.

Professional Consulting Services may be required for Civil, Environmental, Structural, Mechanical, Geotechnical, Biological Process, Chemical Process, Electrical, and Landscaping including, but not limited to, the following:

- Design and permitting of sewage and water treatment plants and related structures
- Design and permitting of modifications to water and sewage treatment plants and related structures
- Construction inspection services
- Design and permitting of sewage pumping stations and forcemains
- Design and permitting of water storage and pumping systems
- Design and permitting of reclaimed water land application systems
- Design and permitting of reclaimed water storage and pumping stations
- Development of design criteria packages for Design-Build projects
- Design and permitting required site work
- Environmental monitoring plans
- Scientific investigations, analyses, and technical studies
- Develop or upgrade hydraulic models for water or reclaimed water distribution systems
- Develop or upgrade hydraulic models for manifolded forcemain systems
- Develop documents necessary to publish bids for construction of water, wastewater, and reclaimed water projects
- Develop engineering plans
- Develop as-built drawings
- All other related services

DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DRIVE • BROOKSVILLE, FLORIDA 34601

P 352.754.4020 • F 352.754.4199 • W www.HernandoCounty.us

EXHIBIT "B"

SCHEDULE OF RATES
18-R00020/PH
McKim & Creed

Position Classifications	Hourly Rates
Principal Engineer	$250.00
Senior Engineer	$195.00
Project Engineer I	$116.93
Project Engineer II	$135.36
Project Engineer III	$160.00
Engineer Intern/Ecologist	$98.59
Project Director	$240.00
Senior Project Manager	$200.00
Project Manager	$180.00
Project Manager I	$166.78
Project Coordinator	$86.72
Utility Engineering Sr. Project Manager	$185.00
Utility Engineering Project Manager	$115.39
Utility Engineering Analyst	$77.22
Utility Engineering Specialist	$101.76
Utility Engineering Technician I	$47.26
Utility Engineering Technician II	$62.43
Senior Field Technician	$79.84
Field Crew Chief	$76.29
Field Technician	$59.42
Senior Technical Specialist	$250.00
CADD Technician	$65.44
Survey CADD Technician	$76.80
Sr. Surveyor/Project Manager I	$121.63
Sr. Surveyor/Project Manager II	$148.13
Sr. Surveyor/Project Manager III	$200.00
4-Man Crew (CC, IO, RT, RT)	$219.58
3-Man Survey Crew	$176.19
2-Man Survey Crew	$132.83
Instrument Operator	$56.51
Rodman/Technician	$43.39
Designer I	$96.00
Designer II	$102.40
Designer III	$112.10
I&C Designer/Designer IV	$131.42
Senior Project Administrator	$99.39
Project Administrator/Field	$73.25
Construction Administrator I	$120.77
Construction Administrator II	$155.39
Secretary/Clerical	$60.03
Senior Construction Inspector	$138.00
Construction Inspector	$80.00

CONTRACT No. 18-R00020/PH
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

Task Order No. _____

PROJECT NAME:_____

PROJECT ACTIVITY	Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			

SUB-TOTAL HOURLY COSTS $_____

Out-of-Pocket Expenses (actual cost - not to exceed) $_____

Miscellaneous Expenses (Subconsultant) $_____

NOT TO EXCEED TOTAL LUMP SUM COST $_____

Firm Name: _____

Signature: _____

_____
(Printed Name and Title)

Date: _____

HERNANDO COUNTY

_____ _____
Department Name Authorized Signature

_____ _____
(Date) (Printed Name and Title)

_____
James S. Wunderle
Chief Procurement Officer

_____
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATION

(Applicable to Contracts over $195,000)

Per FS 287.055 (5) (a) (Current Edition): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 (Current Edition) Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

McKim & Creed
Name of Firm

Authorized Signature

Sr. Project Manager
Title

6/25/18
Date

Exhibit A
Hernando County
Killian Water Treatment Plant Upgrade
CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects – Task Order No. 11

Scope of Services
March 21, 2022

PROJECT DESCRIPTION

The West Hernando Water System includes multiple interconnected water treatment plants (WTPs), of which the Killian WTP is one. The existing Killian WTP (also referred to as the Mariner-Killian WTP) includes two (2) raw water supply wells (KI-3 and KI-4), a 2 million gallon ground storage tank, a High Service Pump Station equipped with three (3) high service pumps, and a sodium hypochlorite feed system for disinfection. A third raw water supply well (KI-5) was constructed in 2012, however it has not been put into service. As part of the County's long-range plan, upgrades to the Killian WTP were identified. These upgrades include installation of a well pump in well KI-5 and associated yard piping to connect this well to the ground storage tank, construction of a new High Service Pump Station and a new chemical feed system to replace the existing facility which has reached the end of its useful life, replacement of the standby power generator, demolition of the existing facilities, and civil site work.

SCOPE OF SERVICES

McKim & Creed (Consultant) shall perform the following tasks under this scope of services.

TASK 1. PROJECT MANAGEMENT, ADMINISTRATION AND MEETINGS

This task includes project setup and project management plan, client and internal team project kickoff meetings, general communication and coordination with the County and team members, monthly progress reports and invoicing, and project close-out including delivery of electronic data and records obtained and produced during the project. This task also includes monthly project Teams (virtual) meetings with the County to discuss project status, schedule and upcoming issues and needs and in-person design review meetings with the County staff to review progress on the project, discuss the work being performed, and address assumptions and decisions made by the project team. The design review meetings will follow the County's review of the Basis of Design Report and the 60% and 90% design submittals.

TASK 2. DATA COLLECTION AN REVIEW

Consultant will coordinate with the County to obtain information that will be used to assist with the design of the improvements. Data requested from the County may include, but not be

limited to: record drawings applicable to the project, prior site investigations including surveys and geotechnical investigations, well log for KI-05 and well sampling data, well data for existing wells KI-3 and KI-4, utility power billing history, maintenance and operation data for existing equipment.

TASK 3. SURVEY

The County has provided a signed and sealed topographic survey of the Killian WTP site prepared by James Kirk, Jr., PSM, and dated March 28, 2020. Consultant will use this survey for the design of the upgrades to the Killian WTP. It is understood that the Consultant will be entitled to rely on the accuracy of the survey provided by the County without any requirement for the Consultant to verify such accuracy.

TASK 4. GEOTECHNICAL INVESTIGATION

Perform geotechnical investigation at the WTP site to obtain information regarding subsurface conditions for the design of the foundation of the proposed high service pump station and for the design of the storm water retention pond.

For budgeting purposes, we have assumed a total of one (1) soil boring at the WTP site. One (1) hand auger boring and double ring infiltration test will be performed for storm water retention pond design.

TASK 5. SUBSURFACE UTILITY ENGINEERING SERVICES

Consultant will utilize existing record drawings, pipe and cable locators, along with SUE to identify potential underground conflicts associated with the project. Consultant will perform SUE Quality Level B (QLB) designation and ground penetrating radar (GPR) to assist with identifying potential underground conflicts. For budgeting purposes, we have assumed one (1) field day to perform the QLB investigation. Consultant will also perform SUE Quality Level A (QLA) locates to verify vertical and horizontal (vVH) locations of the conflicts to assist with the final civil/site, yard piping, electrical distribution system design and locates to stake borings for the geotechnical investigation. For budgeting purposes, we have assumed no more than 6 vVH locates will be required.

TASK 6. WELL KI-5 RE-DEVELOPMENT

It is the Consultant's understanding that existing potable water well KI-5, a 16-inch diameter well (well casing) was constructed in 2012. This well has never been put into service. Well KI-5 is permitted for 600,000 gpd (annual average) and 738,000 gpd (peak month). The well construction report indicates that the well is cased to a depth of 158 feet below land surface and a total depth of 368 feet. The well depth was limited by a loose limestone dredge zone from 376 to 396 feet. The report referenced that due to a relatively low specific capacity, the well is limited to a production rate of 1,000 gallons per minute (gpm). Since the well has not been used

since it was constructed, it will be evaluated to verify that the borehole is clear to the total drilled depth, re-test the specific capacity, and confirm that the turbidity and sand content meet County requirements. The scope of work under this task includes utilizing the services of WSP to coordinate and oversee the well evaluation activities performed by Citrus Well Drilling (CWD). CWD will sound the well to verify the total well depth. They will set a test pump capable of pumping up to 1,200 gpm, a flow meter, sand tester and discharge line to direct the discharge to the existing swale at the NE corner of the site which in turn discharges to a nearby DRA. The well will be pumped for up to eight hours at rates of 700 and 900 gpm for one hour each, and 1,000 gpm for at least two hours with short durations of 1,100 gpm and 1,200 gpm to test for specific capacity and sand content. A WSP Hydrogeologist will be on site to measure water levels and monitor pumping rate, turbidity and sand content during the test. WSP will prepare a Technical Memorandum documenting the test activities and providing the data collected during the test. An operational pumping rate and pump set depth will be recommended. The Technical Memorandum will be submitted as an appendix to the Basis of Design Report prepared under Task 7.

TASK 7. BASIS OF DESIGN REPORT

Prepare a Basis of Design Report to summarize design criteria for the proposed WTP upgrades. The Basis of Design Report will address high service pump capacity, well pump capacity, site planning and constraints, primary power requirements, standby power requirements, building construction, equipment selection, permitting requirements, facility operating protocol, and sequence of construction. The Basis of Design Report will include a preliminary site plan for the WTP site, a preliminary layout drawing for the high service pump station, a preliminary process and instrumentation diagram (P&ID), a preliminary opinion of construction cost and a list of construction drawings and technical specifications anticipated.

TASK 8. DESIGN PHASE SERVICES

The following design phase services will be provided for the proposed Killian WTP Upgrade:

A. Design modifications to the existing yard piping that feeds the on-site 2 MG prestressed concrete ground storage tank (GST) to accommodate the new raw water supply from well KI-5. Design modifications to the existing yard piping leaving the GST to direct this flow to the proposed high service pump station. At this time, it is assumed modifications to the GST will not be required under this scope of services.

B. Design of one high service pump station (HSPS) similar to the HSPS's previously constructed at the Gretna and Eldridge WTP's. The HSPS shall house horizontal split case pumps (two duty and one standby, assumed) with variable frequency drives, new disinfection equipment (in a separate room), pump controls and electrical switchgear. It is anticipated that the high service pump station building will be of concrete masonry unit construction with stucco finish and a wood truss and standing seam metal roof.

C. Design of instrumentation and controls (I&C) for the WTP. It is understood that the pump controls will incorporate the County standard pump controller as manufactured by Data Flow Systems. I&C design will follow the previously constructed Gretna and Eldridge WTP's.

D. Design of a new emergency generator system for the WTP, with the generator sized for three well pumps, the high service pumps and ancillary equipment. The generator and fuel storage tank will be located on a concrete pad near the high service pump station. The generator will specified to include a weatherproof sound attenuating enclosure similar to that previously constructed at the Hexam WTP.

E. Design of primary electrical system upgrades for the increased electrical service demand, including coordination with the local electrical service provider.

F. Design of a ventilation system (intake louvers and exhaust fans) for the pump and chemical feed rooms, and HVAC system for the electrical room.

G. Design performance level sprinkler system for chemical feed storage room.

H. Design of a new sodium hypochlorite disinfection system. Design will include a triplex pump skid with two above grade feed points, one into the GST influent pipe and the other into the HSPS discharge header.

I. Design of one vertical turbine well pump, well head piping, and pump controls for KI-5.

J. Design of one well house building to house well KI-5, well pump, pump controls and electrical switchgear. It is understood that the County will provide a recent well house design as the preferred design that the Consultant should use for well KI-5.

K. Design of yard piping improvements to route water from the GST to the HSPS, route finished water from the HSPS to the existing transmission main at Killian Road, and route the chemical feed pipe from the HSPS to the chlorine feed points.

L. Design of site improvements including the design of a storm water retention basin, asphalt paved access drive, site lighting, limited landscaping, and site security (e.g. chain link) fence.

M. Prepare construction drawings and technical specifications for use by the County in obtaining bids for the construction of WTP. Technical specifications shall be prepared in CSI format and incorporate Hernando County Utility Department standards where applicable. Plans and specifications will be submitted at 60%, 90% and Issue for Bid stages.

N. Prepare opinions of construction costs with each submittal.

O. Front end bidding documents (i.e., Information for Bidders, Bid Form, Contract Document, General Conditions, etc.) shall be provided by the County and reviewed by the Consultant.

P. Perform a quality control/quality assurance review of the 60%, 90% and Issue for Bid construction plans and technical specifications.

TASK 9. PERMIT ASSISTANCE

The following permit assistance will be provided for the construction of the proposed Killian WTP Upgrade:

A. Assist the County in obtaining approval from the FDEP for the construction of the WTP by preparing the *Application for a Specific Permit to Construct PWS Components* for the WTP. Respond to RAI's received from the FDEP. Permit fees will be paid for by the County.

B. Assist the County in obtaining approval from the FDEP for the storm water improvements required for WTP by preparing the Environmental Resource Permit (ERP) application. Respond to RAI's received from the FDEP. Permit fees will be paid for by the County.

C. Assist the County in obtaining approval from the County Building Department for the WTP by preparing the Building Department submittal package for the WTP. Respond to RAI's received from the County Building Department. Permit fees will be paid for by the County.

TASK 10. BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

The Consultant shall perform the following services during the bidding and construction phases. Note that for the purposes of establishing fees for these services, we have assumed that construction will be completed within twelve (12) months from Contractor's notice to proceed.

A. Attend and conduct the Pre-Bid conference.

B. Prepare clarifications and addenda in response to questions received from prospective bidders.

C. Evaluate bids received, prepare bid summary, and issue recommendation of award.

D. Attend and conduct Pre-Construction conference with the selected Contractor and County staff to review project requirements, coordination, and scheduling issues.

E. Provide technical review of shop drawings and other Contractor submittals for compliance with the Contract Documents. The Consultant's Construction Administrator will coordinate the review process.

F. Provide general contract administration including interpretations of the Contract Documents, general correspondence with the Contractor, respond to Contractor's request for information (RFI), review of changed conditions and changes in the work required, and maintain reports of construction activities for the project record.

G. Review Contractors' requests for payment, compare request with work completed, and recommend appropriate action by the County.

H. Provide a part-time project representative to observe the WTP construction work performed by the Contractor relating to the design requirements. For budgeting purposes, we have assumed two 8 hour days per week for a construction period of 12 months.

I. Make periodic site visits by the design engineers and project manager to observe the work in progress and the quality of the various systems and facilities with the respect to their intended function and Contract requirements. Forty (40) hours have been allocated for this purpose.

J. Attend and conduct monthly project status meeting. Prepare and distribute minutes of each meeting. For budgeting purposes, we have assumed a construction period of twelve (12) months.

K. Attend the equipment start-up for the high service pumps, well pump, the disinfection equipment and plant SCADA systems. Provide assistance in the startup of the pumping equipment by reviewing and commenting on the Contractor's procedures for placing the facility into operation and providing troubleshooting assistance during the startup procedures.

L. Review change requests submitted by the Contractor and make recommendations to the County.

M. Prepare intermediate and final punch lists for the Contractor to complete and/or correct items that are required by the Contract Documents. Follow-up to ascertain that the Contractor has satisfactorily completed items and perform the final inspection of completed work.

N. Prepare record drawings of the improvements based on data furnished by the Contractor, including red-line mark ups of the Issue for Bid drawings and signed and sealed As-built Survey. Provide the County two sets of signed and sealed Record Drawings.

O. Prepare Certifications of Completion for the FDEP.

DELIVERABLES

Project deliverables shall include:

- Draft Basis of Design Report (one pdf and one MS Word copy).
- Final Basis of Design Report (one pdf copy, electronically signed and sealed).
- 60%, 90% and Issue for Bid construction documents (plans and technical specifications). For the 60% and 90% documents one pdf copy and one paper copy (11" x 17") will be submitted. For the Issue for Bid documents; one pdf copy, electronically signed and sealed; and one bound signed and sealed paper copy (22" x 34") will be provided.
- Engineer's opinion of construction cost at each submittal stage.
- FDEP and Hernando County Building permit application packages. The County will pay all fees relating to filing of all permits.
- Record drawings (2 bound signed and sealed copies; one pdf copy, electronically signed and sealed; and an electronic copy in AutoCad 2020).

SCHEDULE

A preliminary schedule for the design services is attached. The Consultant will provide a final schedule for the project within 2 weeks of the actual Notice to Proceed date.

COMPENSATION

Compensation for the scope of work provided herein for Task Nos. 1 through 10 is based on a lump sum fee of $457,618.17 in accordance with Exhibit B – Task Fee Quotation Proposal attached.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 22000723

pdf Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 03/28/22	BUYER: CRICHARDSON	REQ. NO.: RQ220825	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT #18-R00020/PH, T	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, BOCC Approved on: 7/10/18, Doc ID No.14622 and Task Order No. 11. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. This Contract No.18-R00020/PH will expire on: 7/09/22. The County will issue a Notice to Proceed (NTP) for the work to begin . The Period of Performance is: 36 months from NTP.		
			The County Contact Person is: Mark Morgan, email: MarkM@co.hernando.fl.us The Contractor Contact is: Mitchel Chiavaroli, Phone Number: (910) 343-1048 email: mchiavaroli@mckimcreed.com		
01	457618.17	JOB	KILLIAN WATER TREATMENT PLANT UPGRADE, PERIOD OF PERFORMANCE 36 MONTHS	1.0000	457,618.17

CONTRACT EXPIRES 7/9/23 - ALN

NTP COMPLETION 4/10/25 - ALN ✓

CO 1 ADMIN CO TO KEEP PO OPEN UNTIL COMPLETION. - ALN

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5676510	457,618.17	106360

PAGE TOTAL	$	457,618.17
TOTAL	$	457,618.17

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

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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

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 22000723-1
CHANGE DATE: 04/02/25

Copy
pdf

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 03/28/22	BUYER: CRICHARDSON	REQ. NO.: RQ220825	REQ. DATE: 03/25/22
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			04/02/2025 - Change Order #1 - JAC Contract #: 18-R00020/PH Contract Name: Continuing Engineering Svcs for Water, Wastewater and Reclaimed Water Projects. Task Order #11 for Killian Water Treatment Plant Upgrade. CO #: 1 is requested to administratively revise the Purchase Order date to remain open through construction project completion to provide construction and CEI services.		
			7201-5676510 1 .00		
01	.00	JOB	KILLIAN WATER TREATMENT PLANT UPGRADE, PERIOD OF PERFORMANCE 36 MONTHS	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5676510	.00	106360

PAGE TOTAL $	.00
TOTAL $	.00

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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QUALITY

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QUANTITY/PRICE

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INDEMNITY AND INSURANCE

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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
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	$ 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
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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 22000723-1

pdf Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 03/28/22	BUYER: CRICHARDSON	REQ. NO.: RQ220825	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT #18-R00020/PH, T	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, BOCC Approved on: 7/10/18, Doc ID No.14622 and Task Order No. 11. The Contract Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. This Contract No.18-R00020/PH will expire on: 7/09/22. The County will issue a Notice to Proceed (NTP) for the work to begin . The Period of Performance is: 36 months from NTP.

The County Contact Person is: Mark Morgan, email: MarkM@co.hernando.fl.us
The Contractor Contact is: Mitchel Chiavaroli, Phone Number: (910) 343-1048
email: mchiavaroli@mckimcreed.com

04/02/2025 - Change Order #1 - JAC

Contract #: 18-R00020/PH Contract Name: Continuing Engineering Svcs for Water, Wastewater and Reclaimed Water Projects. Task Order #11 for Killian Water Treatment Plant Upgrade.

CO #: 1 is requested to administratively revise the Purchase Order date to remain open through

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

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 22000723-1

Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

PDF

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 03/28/22	BUYER: CRICHARDSON	REQ. NO.: RQ220825	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT #18-R00020/PH, T	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			construction project completion to provide construction and CEI services.		
			7201-5676510 1 .00		
01	457618.17	JOB	KILLIAN WATER TREATMENT PLANT UPGRADE, PERIOD OF PERFORMANCE 36 MONTHS	1.0000	457,618.17

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5676510	457,618.17	106360

PAGE TOTAL $	457,618.17
TOTAL $	457,618.17

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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Rev: 6

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: MCKIM & CREED INC

Change Order No. 1
Contract No. 22000723
Change Order Date: 03-27-2025
Contract Date:

Project Description:

KILLIAN WATER TREATMENT PLANT UPGRADE

The Project is Changed as Follows

Justification: Contract #: 18-R00020/PH Contract Name: Continuing Engineering Svcs for Water, Wastewater and Reclaimed Water Projects. Task Order #11 for Killian Water Treatment Plant Upgrade.

CO #: 1 is requested to administratively revise the Purchase Order date to remain open through construction project completion to provide construction and CEI services.

7201-5676510 1 .00

Total Addition/Deduction this Change Order:	.00
The Original Contract Sum was	457,618.17
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	457,618.17
The Net Amount of this Change Order is:	.00
The new Contract Sum including this Change Order will be	457,618.17
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:
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Phillip J. Lane
Authorized Signature
Date: 3/27/25

Owner or Owner's Representative:
Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Carla Rossetti-Hunter
Chief Procurement Office
Date: 4/2/2025

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

From:	Charles Turner
To:	Katrina Tejera
Cc:	Grace Sheppard; Cintia Richardson; Brad Smith
Subject:	Killian WTP Upgrades - PO 22000723
Date:	Friday, February 14, 2025 2:02:32 PM
Attachments:	image001.png

Trina

Engineering PO #22000723 for the Killian WTP Upgrade project currently has an end date of 04/10/2025. The engineering firm, McKim and Creed, is currently under contract to provide construction services for this project. The construction services include pay application review and approval, record drawings of the completed project, and some CEI services. I am requesting that PO #22000723 end date be changed so it will remain open through project construction completion.

Thank you.

Allen Turner
Senior Project Manager
Hernando County Utilities Engineering
15365 Cortez Boulevard
Brooksville, FL 34613
Direct Phone: (352)540-6219
Office Phone: (352)754-4037 ext. 35132
cturner@hernandocounty.us
http://hernandocounty.us/utils/

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Department: HCUD
Vendor Name: McKim & Creed

Purchase Order No.: 22000723 **Change Order No.:** 2
Contract No.: 18-R00020/PH **Change Order Date:** 3/24/26

The Project is Changed as Follows:

Contract #: 18-R00020/PH Contract Name: Contin. Eng Svcs. for Wtr, WW,& Reclaim- Killian WTR Plnt Upgrade Task Order #11

CO #:2 is to increase the PO by $223,391.10 due to the contractor for this project is behind schedule and the current allowance for the Resident Project Representative (RPR) and construction administration have been depleted. This change order is necessary to maintain the RPR and construction administration to monitor the contractor while they continue to bring this project to a successful conclusion.
Increase Line1 $223,391.10; New Line Total $681,009.27
Dept B411-200-14102-40 Account 53600-566500-XC837 line #1 $223,391.10
Old PO Total $457618.17 New PO Total $681,009.27

Total Addition/Deduction this Change Order: $ 223,391.10

The Original Contract Sum was: $ 457,618.17
Net Change by previously authorized Change Orders: $ 0.00
The Net Amount of this Change Order is: $ 223,391.10
The new Contract Sum including this Change Order will be $ 681,009.27
The Contract Time will be changed by this Change Order (Days): 0
The Date of Final Completion as of the date of this Change Order therefore is: 11/30/26

Engineer of Record Name: Phil Locke
Engineer of Record Signature:
Date: 3/25/26

Vendor Authorized Signer Name

Phil Locke

Vendor Authorized Signature:

Date: 3/25/26

Project Manager Name:

Charles A. Turner

Project Manager Signature:

Date: 3/25/2026

From:	Charles Turner
To:	Cintia Richardson
Cc:	Grace Sheppard; Katrina Tejera; Scott Rimby; Brad Smith
Subject:	Contract #18-R00020/PH Task Order #11 Change Order #2 Killian WTP Project
Date:	Friday, March 20, 2026 9:17:55 AM
Attachments:	image001.png Killian Contract 18 R00020 PH Task order 11.pdf

HCUD is requesting a change order to Contract #18-R00020/PH Task Order #11, McKim and Creed PO #2200073. Please see attached.

Justification: The contractor for this project is behind schedule and the current allowance for the Resident Project Representative (RPR) and construction administration have been depleted. This change order is necessary to maintain the RPR and construction administration to monitor the contractor while they continue to bring this project to a successful conclusion.

Thank you.

Allen Turner
Senior Project Manager
Hernando County Utilities Engineering
15365 Cortez Boulevard
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Office Phone: (352)540-4368 ext. 35132
cturner@hernandocounty.us
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Exhibit A
Hernando County
Killian Water Treatment Plant Upgrade
CONTRACT No. 18-R00020/PH - Continuing Engineering Services – Task Order No. 11
Change Order #2
Scope of Services
March 17, 2026

PROJECT DESCRIPTION

The West Hernando Water System includes multiple interconnected water treatment plants (WTPs), of which the Killian WTP is one. The existing Killian WTP (also referred to as the Mariner-Killian WTP) includes two (2) raw water supply wells (KI-3 and KI-4), a 2 million gallon ground storage tank, a High Service Pump Station equipped with three (3) high service pumps, and a sodium hypochlorite feed system for disinfection. A third raw water supply well (KI-5) was constructed in 2012; however, it has not been put into service. As part of the County's long-range plan, upgrades to the Killian WTP were identified. These upgrades include installation of a well pump in well KI-5 and associated yard piping to connect this well to the ground storage tank, construction of a new High Service Pump Station and a new chemical feed system to replace the existing facility which has reached the end of its useful life, replacement of the standby power generator, demolition of the existing facilities, and civil site work.

McKim & Creed (Consultant) included part time (two 8 hour days per week) project representative (RPR) services under **CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects.** The budget for these RPR services has been exhausted as of March 1, 2026. The current Project Schedule indicates that substantial project completion will extend beyond the current Construction Contract date of June 3, 2026, and that final project completion will extend beyond the Construction Contract date of September 1, 2026. Also, due to conditions beyond the control of the Consultant or Hernando County (County), additional effort has been required for Construction Administration such that the original Project Bidding and Construction Administration budget has been exhausted as of March 1, 2025. Because of these items, a determination has been made by Hernando County (County) that additional Consultant Bidding and Construction Administration services are needed to ensure successful project implementation.

SCOPE OF SERVICES

Consultant shall perform the following task / subtasks under this scope of services.

TASK 11. ADDITIONAL BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

The Consultant shall perform the following service during the construction phase. Note that we have assumed that substantial construction completion will be achieved by September 1, 2026, with final completion achieved by December 31, 2026.

A. Attend and conduct the Pre-Bid conference: *Engineering Servies completed, no additional fees requested.*

B. Prepare clarifications and addenda in response to questions received from prospective bidders: *Engineering Services completed, no additional fees requested.*

C. Evaluate bids received, prepare bid summary, and issue recommendation of award: *Engineering Services completed, no additional fees requested.*

D. Attend and conduct Pre-Construction conference with the selected Contractor and County staff to review project requirements, coordination, and scheduling issues: *Engineering Services completed, no additional feed requested.*

E. Provide technical review of shop drawings and other Contractor submittals for compliance with the Contract Documents. The Consultant's Construction Administrator will coordinate the review process. Based on a review of shop drawings and other submittals to date, the Consultant estimates that 40 additional hours will be required for this task.

F. Provide general contract administration including interpretations of the Contract Documents, general correspondence with the Contractor, respond to Contractor's request for information (RFI), review of changed conditions and changes in the work required, and maintain reports of construction activities for the project record. The budget is based on 10 months of Construction Administration, with an average of 12 hours per month, for this Task.

G. Review Contractors' requests for payment, compare request with work completed, and recommend appropriate action by the County. For budgeting purposes, this task includes work associated with an estimated 10 additional Contractors' request for payments.

H. Provide a full-time project representative to observe the WTP construction work performed by the Contractor relating to the design requirements. The budget for this task includes 6 months of full-time (40 hrs/week) RPR services until the anticipated substantial completion date of September 1, 2026 and an average of 20 hours/week of RPR services from the anticipated substantial date, through November 30, 2026.

I. Make periodic site visits by the design engineers and project manager to observe the work in progress and the quality of the various systems and facilities with the respect to their intended function and Contract requirements. For budgeting purposes, 6 hours per month for 10 months have been allocated for this purpose.

J. Attend and conduct monthly project construction meetings. Prepare and distribute minutes of each meeting. For budgeting purposes, 10 additional monthly construction meetings are included for this Task.

K. Attend the equipment start-up for the high service pumps, well pump, the disinfection equipment and plant SCADA systems. Provide assistance in the startup of the pumping equipment by reviewing and commenting on the Contractor's procedures for placing the facility into operation and providing troubleshooting assistance during the startup procedures: *Engineering Services included in original contract, no additional fees requested.*

L. Review change requests submitted by the Contractor and make recommendations to the County. Based on a review of change requests submitted and reviewed to date, Consultant has budgeted 36 hours for this Task

M. Prepare intermediate and final punch lists for the Contractor to complete and/or correct items that are required by the Contract Documents. Follow-up to ascertain that the Contractor has satisfactorily completed items and perform the final inspection of completed work: *Engineering Services included in original contract, no additional fees requested.*

N. Prepare record drawings of the improvements based on data furnished by the Contractor, including red-line mark ups of the Issue for Bid drawings and signed and sealed As-built Survey. Provide the County with two sets of signed and sealed Record Drawings: *Engineering Services included in original contract, no additional fees requested.*

O. Prepare Certifications of Completion for the FDEP: *Engineering Services included in original contract, no additional fees requested.*

Assumptions and Other Information

1. Only services described in this Scope of Work are included. Additional services can be provided, with commensurate fees, upon written approval by the County.
2. This Scope of Work is based on substantial completion achieved by September 1, 2026 and final completion achieved by November 30, 2026. If the construction periods extend beyond these respective dates, it is assumed that additional services will be required. These additional services can be provided, with commensurate fees, upon written approval by the County.

COMPENSATION

Compensation for the scope of work provided herein for Task Order No. 2 is based on a lump sum fee of $223,391.10 in accordance with the attached **Exhibit B – Task Fee Quotation Proposal.**

CONTRACT No. 18-R00020/PH - Continuing Engineering Services For Water, Wastewater, and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Killian Water Treatment Plant Upgrade TASK ORDER No. 11; Change Order No. 2
Doc. ID: 15559 A, BOCC Approved 4/19/19

PROJECT ACTIVITY	Sr PM		Sr. Proj. Engineer		Proj. Engineer III		Proj. Engineer II		Sr. Const. Inspector		Construction Admin I		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Task 11 Additional Bidding and Construction Administration Services															
E. Shop Drawing & Other Submittal Reviews	2	$200.00	6	$195.00	12	$160.00	12	$135.36			8	120.77	$6,080.48	40	152.012
F. Construction Contract Administration	4	$200.00	16	$195.00	24	$160.00	36	$135.36			40	120.77	$17,463.76	120	145.5313
G. Review Contractors' Requests for Payment	2	$200.00						$135.36			8	120.77	$1,366.16	10	136.616
H. Full-Time RPR Services (10-months)								$135.36	1300	$138.00			$179,400.00	1300	138
I. Periodic Engineer & Project Manager Site Visits	4	$200.00	8	$195.00	8	$160.00	40	$135.36					$9,054.40	60	150.9067
J. Attend & Conduct Monthly Construction Progress Meetings	5	$200.00		$195.00			10	$135.36			10	120.77	$3,561.30	25	142.452
L. Review Contractor's Change Requests	8	$200.00		$195.00			16	$135.36			12	120.77	$5,215.00	36	144.8611
Totals	25		30		44		114		1300		78		$222,141.10	1591	$139.62

SUB-TOTAL HOURLY COSTS $ $222,141.10

Out-of-Pocket Expenses (actual cost - not to exceed) $ $1,250.00

Miscellaneous Expenses (Subconsultant) $

NOT TO EXCEED TOTAL LUMP SUM COST $ $223,391.10

Firm Name: McKim & Creed

Signature: Phillip J. Locke

Phillip J. Locke, P.E.
Sr. Project Manager
(Printed Name and Title)

Date: March 17, 2026

H.C.U.D
Department Name

3-18-26
(Date)

Authorized Signature

BRAD SMITH
(Printed Name and Title)

INTERIM UTILITIES DIRECTOR

HERNANDO COUNTY

Alisa Pike

Procurement Manager

3-20-26
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17363
Legal Request Number:
Bid/Contract Number: 18-R00020 TO#7

TITLE

Change Order No. 6 to Purchase Order With McKim & Creed, Inc., for Chalmer Pumping Station Upgrade Project for Utilities Department (Contract No. 18-R00020; Amount: $59,616.00)

RESULT: ADOPTED

Board of County Commissioners

AGENDA ITEM

Meeting: 07/10/18 09:00 AM
Department: Purchasing & Contracts
Prepared By: Patty Hall

Initiator: James Wunderle
DOC ID: 14622
Legal Request Number: 17-757
Bid/Contract Number: 18-R00020/PH

TITLE

Award of Contracts to McKim and Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc., No. 18-R00020/PH for Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects (Estimated Annual Expenditure: $400,000.00)

BRIEF OVERVIEW

On December 13, 2017, Purchasing and Contracts Department issued a Request for Qualifications (RFQ No. 18-R00020/PH) for Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects. The term of the resulting contract is for three (3) years with two (2) twelve-month renewal options upon mutual agreement. The County intends to award three (3) contracts to the highest ranked proposing firms.

Twenty (20) proposals were received on the opening date of February 1, 2018 from the following firms (in alphabetical order):

AECOM Technical Services, Inc. - Tampa, FL
Arcadis U.S., Inc. - Tampa, FL
Ayres Associates - Tampa, FL
Cardno, Inc. - Brooksville, FL
Coastal Engineering - Brooksville, FL
Dewberry Engineers, Inc. - Tampa, FL
Florida Design Consultants, Inc. - New Port Richey, FL
Genesis - Tampa, FL
George F. Young, Inc. - Tampa, FL
Greenman-Pedersen, Inc. - Brooksville, FL
Hazen and Sawyer - Tampa, FL
HDR Engineering, Inc. - Tampa, FL
Jones Edmunds - Tampa, FL
Kimley-Horn - Ocala, FL
King Engineering Associates, Inc. - Tampa, FL
McKim & Creed, Inc. - Tampa, FL
Metzger & Willard, Inc. - Tampa, FL
Reiss Engineering - Tampa, FL
Stroud Engineering Consultants - Odessa, FL
Tetra Tech, Inc. - Tampa, FL

A Professional Services Review Committee (PSRC) comprised of Rick Kirby, Engineering Division Manager; Clay Black, Stormwater Engineer; and Josh Martin, Water Distribution Supervisor, met on March 7, 2018 to review and rank the twenty (20) written proposals. The selection process was conducted using the guidelines set forth

in Section 287.055 (Current Edition), Florida Statutes. This statute only permits negotiation of fees or project costs as a part of the contract negotiation process (i.e., after the firms have been ranked).

The PSRC consensus scoring actions resulted in a short list of these three (3) firms in highest ranking order:

FIRM NAME	TOTAL POINTS
1. McKim & Creed, Inc.	80.67
2. Arcadis U.S., Inc.	77.33
3. Coastal Engineering	75.67

At the April 10, 2018 BOCC meeting, the Board approved (DOC ID 14298) the ranking order and authorized staff to enter into negotiations for RFQ 18-R00020/PH with the top three (3) ranked firms.

Staff has successfully completed negotiations with McKim & Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc.

FINANCIAL IMPACT

Task Orders will be used and negotiated on an as-needed basis. Funding is available in account No. 07096-5303101 – Engineering Professional Services. Estimated annual cost is $400,000.00.

LEGAL NOTE

The Board has the authority to take the recommended action pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances. **(LR No. 17-757)**

RECOMMENDATION

1) Staff recommends the Board approve award of Contract No. 18-R00020/PH for Continuing Engineering Services for Water, Wastewater, and Reclaimed Water Projects to McKim & Creed, Inc., Arcadis U.S., Inc., and Coastal Engineering Associates, Inc. to be used on an as-needed basis. The initial contract is for a term of thirty-six (36) months with two (2) additional twelve (12) month renewal options upon mutual agreement; and

2) Staff requests the Board authorize the Chief Procurement Officer to approve renewals of the Contracts when there is no change to the terms and conditions; and

3) Staff requests that individual task orders as defined in FL Statute 287.055 (Current

Edition) for Continuing Contracts (not-to-exceed $200,000.00) be approved by the Chief Procurement Officer up to the amount of funding approved in the first term of the Contracts. Task Orders will be assigned and issued on a rotational basis.

REVIEW PROCESS

James Wunderle	Completed	06/27/2018 7:52 AM
Richard Kirby	Completed	07/02/2018 11:43 AM
Gordon Onderdonk	Completed	07/02/2018 11:48 AM
Grace Sheppard	Completed	06/28/2018 4:23 PM
Michelle Bishop	Completed	07/02/2018 11:07 AM
George Zoettlein	Completed	07/02/2018 12:05 PM
Garth Coller	Completed	07/02/2018 3:51 PM
Sue Bishop	Completed	07/02/2018 12:11 PM
Jenine Wimer	Completed	07/02/2018 4:52 PM
Leonard Sossamon	Completed	07/03/2018 8:19 AM
Tina Duenninger	Completed	07/05/2018 9:33 AM
Board of County Commissioners	Completed	07/10/2018 9:00 AM

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Wayne Dukes, Second Vice Chairman
SECONDER:	John Mitten, Commissioner
AYES:	Steve Champion, Wayne Dukes, Jeff Holcomb, John Mitten

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
CONTINUING ENGINEERING SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CONTRACT NO. 18-R00020/PH

This Contract made and entered into this 10th day of July ,2018 by and between the HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, located at 20 N. Main Street, Room No. 263, Brooksville, FL 34601 hereinafter referred to as the "COUNTY" and McKim & Creed, Inc., located at 3903 Northdale Blvd., Suite 115E, Tampa, FL 33624, hereinafter referred to as the "ENGINEER".

PREMISES

WHEREAS, the COUNTY desires to retain the ENGINEER to perform Continuing Professional Engineering Services for Hernando County; the performance of such services hereinafter referred to as "Task Orders"; and,

WHEREAS, the COUNTY desires to employ the ENGINEER for the performance of Engineering Task Orders and other services upon the terms and conditions hereinafter set forth, and the ENGINEER is desirous of performing such services upon such terms and conditions; and,

WHEREAS the Engineering Consultant has been selected to perform these professional services pursuant to the provisions of Section 287.055 (Current Edition), Florida Statutes and Hernando County Policy, latest revision,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the parties hereto as follows:

SECTION 1 – GENERAL

1.1 "ENGINEER" shall be defined herein to include all principals of the firm of McKim & Creed, Inc., including full time employees, professionals or otherwise, and all servants, agents, employees and/or Sub-consultants retained by the ENGINEER to perform its obligations hereunder. Sub-consultants shall be reviewed and approved by the COUNTY prior to Notice-to-Proceed with their prospective work assignments.

1.2 Prior to the start of any work under this Contract, the ENGINEER will have submitted to the COUNTY a detailed resume of key engineering personnel that will be involved in performing Services described in the Assignment as applicable. The COUNTY hereby acknowledges its acceptance of such personnel to perform services under this Contract. At any time hereafter that the ENGINEER desires to change the key engineering personnel in an active assignment, it shall submit the qualifications of the new engineering personnel to the COUNTY for prior approval. Key engineering personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

1.3 The ENGINEER acknowledges that the COUNTY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the ENGINEER may be necessary from time to time for the successful completion of the Assignments (Task Orders). The

ENGINEER agrees to provide such coordination as necessary within the Scope of Engineering Services contained in each authorized Task Order.

1.3.1 Certain and agreed upon Sub-consultant Services may constitute a specialized Task Order requiring the independent Sub-consultant to work directly with the COUNTY.

1.4 The ENGINEER will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the Assignment (Task Order).

1.5 Requirements for sealing all plans, reports and documents prepared by the ENGINEER shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.

1.6 This agreement is for Continuing Professional Engineering Services for projects located in Hernando County. It is understood that Professional Service projects awarded under this agreement will be assigned on a rotating basis to all Professional Engineering Firms awarded continuing contracts for Continuing Professional Engineering Services, provided that; (1) there is no conflict of interest present relating to the project assignment (task order) either by the Engineer or any principal of the Engineer; (2) the Engineer's schedule and/or workload permits completion of the project in the time frame acceptable to the County and (3) the Engineer's cost proposal for completing the assignment (task order) is within the budget available for the work. Should any of these exceptions occur, the next firm in the project rotation schedule would be assigned the project (task order). It is understood that the COUNTY may also elect to competitively select a Professional for a specific and/or specialized project.

SECTION 2 – SCOPE OF SERVICES

The ENGINEER shall diligently and in a professional and timely manner perform the work included in the Assignment/Task Order. Unless modified in writing by the parties hereto, duties of the ENGINEER shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

The ENGINEER agrees to perform those engineering services described in Exhibit A – Scope of Engineering Services which is attached hereto and made a part hereof. Services to be provided by the ENGINEER shall be authorized in writing as Task Orders in accordance with Section 2.3 herein.

2.2 SPECIAL ENGINEERING SERVICE

The COUNTY and the ENGINEER agree that there may be certain additional services required to be performed by the ENGINEER during the performance of the Assignment that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Task Orders in accordance with Section 2.3 and shall be undertaken only under terms of formal amendments to this Contract.

2.3 TASK ORDERS

Services to be provided by the ENGINEER, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Task Orders. Task Orders to be provided shall be prepared on the form delineated as "Exhibit B - Task Order Form", which is attached hereto and made a part hereof. Each Task Order shall include: a detailed description of the work to be performed; a schedule of completion (including phases) for the

work authorized; and the amount and method of compensation. Task Orders shall be dated and serially numbered annually. The Task Orders may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Contract pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this contract.

The County Administrator or his/her designee may authorize Task Orders for services under this continuing contract, which are equal to or less than limits prescribed for Continuing Contracts under the provision of F.S. 287.055(g) (Current Edition). Professional fees under such specified Task Orders shall be based on a written proposal from the ENGINEER as may be requested in writing by the COUNTY's designated representative. Task Order information and supporting documentation shall be forwarded to the COUNTY's Purchasing and Contracts Department for audit of accuracy, completeness, and compliance with this contract and any applicable COUNTY Purchasing policies and procedures; and, if appropriate, a Purchase Order encumbering funds for the ENGINEER's Task shall be issued. Under no circumstances shall the value of any Task Order issued under this paragraph exceed the limits imposed under F.S. 287.055(g), for Continuing Contracts either initially or through subsequent amendment. A single unitary task may not be divided into more than one task for the purpose of qualifying for authorization hereunder. Nothing in this paragraph is intended to limit any other rights, responsibilities, and duties of the parties under any other provision of this continuing contract.

SECTION 3 – COUNTY'S RIGHTS AND REPONSIBILITIES

The COUNTY shall provide the service described below in a timely fashion at no cost to the ENGINEER:

3.1 Furnish the ENGINEER with existing data, records, maps, plans, specifications, reports, fiscal data and other engineering information that is available in the COUNTY's files, necessary or useful to the ENGINEER for the performance of the Assignment. All of the documents conveyed by the COUNTY shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the Assignment to be performed by the ENGINEER.

3.2 Make COUNTY personnel available when required and necessary to assist the ENGINEER. The availability and necessity of said personnel to assist the ENGINEER shall be determined solely at the discretion of the COUNTY.

3.3 Provide access to and make provisions for the ENGINEER to enter upon the project lands as required for the ENGINEER within a reasonable time, to perform surveys, observations and other work as necessary to complete the Assignment.

3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and render written decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

3.5 Transmit instructions, relevant information and provide interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

3.6 Give prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any development that affects the scope of timing of the ENGINEER's services or becomes aware of any defect or changes necessary in the work of the ENGINEER.

3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the Engineer.

3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Assignment not covered under the Engineering Assignment.

SECTION 4 – COMPENSATION

4.1 GENERAL

Compensation to the ENGINEER for services performed on each Task Order shall be in accordance with one of the following methods or compensation, as defined and indicated herein:

a. Lump Sum Method
b. Hourly Rate plus Direct Cost

The type and amount of compensation for each Task Order shall be described on the Task Order form included in "Exhibit B – Task Order Form".

4.2 LUMP SUM METHOD

a) Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, Sub-consultants' and specialist costs), for the services to be provided in the Task Order unless there is a change in the scope of the work, or other conditions stipulated in the Task Order, and the Task Order is modified by both the COUNTY and ENGINEER to reflect the change(s) by formal amendment to this Contract.

b) Payment to the ENGINEER for services performed under a Task Order under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by the ENGINEER and accepted by the COUNTY.

4.3 HOURLY RATE PLUS DIRECT COST

Compensation for services performed under the Hourly Rate plus Direct Cost Method shall be based on reimbursement of hourly costs incurred by the ENGINEER plus Direct Cost budgeted for reimbursable cost, in its performance of services under a Task Order.

a) DIRECT COSTS

Direct costs are Sub-consultant Costs and Other Direct and Unit Costs as defined below. Direct Sub-consultant Costs shall be defined as the actual compensation paid to professional and technical sub-consultants of the ENGINEER while such are engaged directly in the performance of the services under this Contract.

b) HOURLY RATE SCHEDULE

A schedule of approved hourly rates currently used by the ENGINEER, including its Sub-consultants by classifications of personnel likely to be employed to perform Services under this Contract is contained in "Exhibit B - Task Order Form" which is attached hereto and made a part hereof. Any revisions to the ranges of approved hourly rates shall be negotiated with and approved by the COUNTY prior to being charged. Any changes to rates in subsequent years will be adjusted by the percent change in the Consumer Price Index (CPI-U) issued by the Bureau of

Labor Statistics, Southeastern Regional Office for the South for the index for All Items/Wage Earners & Clerical Workers not seasonally adjusted for the percent of change through the month of May of each calendar year. For example, the increate to go into effect on the renewal date of the contract will be the percent change of increase in the CPI-U series between May 2015 and May 2016. The percent change will be effective on the renewal date.

c) OTHER DIRECT COSTS

Other Direct Costs include the actual costs to the ENGINEER of project-related expenses that are required to complete the Assignment/Task Order, as defined in the following paragraphs.

d) EQUIPMENT, MATERIALS AND SUPPLIES

This item includes all equipment, materials and supplies used and consumed directly in the performance of the services hereunder not included in the ENGINEER's Standard hourly rates, such as: special report binders, costs of plans, drawings and reports from other agencies, utility companies and other like bodies. Any equipment or material items purchased solely for the performance of the Assignment covered by this Contract which individually have a value in excess of $100.00, shall be the property of COUNTY and shall be given to the COUNTY at the termination of this Contract, if requested.

e) REPRODUCTIONS

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

f) COMMUNICATIONS AND SHIPPING

This item includes the identifiable long-distance communications, postage and express charges at actual cost.

g) TRAVEL AND SUBSISTANCE

This item includes long-distance travel, subsistence and transportation expenses of personnel during the performance of the Assignment, not to exceed rates and limits as established by the FS Section 112.061.

h) MISCELLANEOUS

This item includes any other identifiable project-related costs and expenses incurred by the ENGINEER in connection with the services performed under the terms of this Contract that are not applicable to general overhead, including but not limited to special equipment rental costs and costs for temporary personnel services.

i) COST LIMITATION

(1) The total of all Costs actually incurred by the ENGINEER, as determined and defined in this Contract, for services performed under the authorized Task Order, will not exceed the Cost Limitation established, without a formal amendment to the Task Order.

(2) In the event that the ENGINEER's estimated total Costs for the performance of services under a Task Order are forecasted by the COUNTY or ENGINEER to exceed the Cost Limitation

indicated in the Task Order, the COUNTY and ENGINEER shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Task Order to provide additional cost recovery to the ENGINEER or renegotiate the scope of the services of the Task Order so that the Cost Limitation will not be exceeded. The results of any such review requiring modification of this Contract will be detailed in a formal amendment to the Task Order.

(3) The COUNTY is not obligated to reimburse the ENGINEER for costs incurred in excess of the Cost Limitation indicated for the Task Order and the ENGINEER shall not continue performing the services and incur costs in excess of the Cost Limitation for the Task Order, unless the costs incurred are the results of error, omission or negligence on behalf of the ENGINEER and which shall be paid solely by ENGINEER. Once the Task Order has been formally amended in writing to increase the Cost Limitation, which has been mutually agreed to between the parties, the ENGINEER shall continue to perform the required services. The ENGINEER's liabilities, commitments or expenditures incurred in excess of the Cost Limitation for Task Order prior to approval by the COUNTY shall be at the ENGINEER's risk and expense, unless mutually agreeable in writing by the ENGINEER and the COUNTY.

j. TASK ORDER CONTRACT PRICE

(1) The total Task Order Contract Price for each Task Order consists of the sum of the Cost Limitation and the Direct Cost for each Task Order. This amount shall not be exceeded without formal amendment to the Task Order, unless the Contract is terminated in accordance with Section 8.

(2) In the event any action or combination of actions taken pursuant to Section 7, Changes in Scope, of this Contract are estimated by the ENGINEER, with the written concurrence of COUNTY, to cause material increase or decrease in the scope of services of any Task Order, an equitable adjustment to the Fixed Fee shall be made, as well as any necessary increase or decrease in the Cost recitation. Any request by the ENGINEER or by the COUNTY for an adjustment of the Task Order Contract Price must be asserted in writing within forty-five (45) days from the date of receipt by the ENGINEER of the County's notification of changed work, unless the County shall grant a further period of time for such request resolution.

k. PROGRESS PAYMENTS TO THE ENGINEER

(1) For a Task Order Performed under the Lump Sum Method of compensation, the ENGINEER will prepare an invoice accompanied with a narrative statement from the ENGINEER describing the work accomplished by the ENGINEER during the period covered by the invoice.

(2) For a Task Order performed under the Hourly Rate Method of compensation, the ENGINEER shall submit at the end of each monthly period, an invoice of Hourly Costs incurred in such period plus an increment of the Direct Fee earned in such period. All invoices shall be itemized in an invoice format acceptable to the COUNTY. All Costs included on the invoices shall be taken from the books of the accounts kept by the ENGINEER and shall be supported by the ENGINEER's monthly "Billing Cost Detail Report". The portion of the Professional Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by the COUNTY's Designated Representative.

4.4 INVOICE PROCESSING

Invoices received by the COUNTY will be processed for payment within thirty (30) days of receipt of FINANCE. ENGINEER will be notified of questionable items contained in the invoices within fifteen (15)

days of receipt by the COUNTY with an explanation of the deficiencies. The COUNTY will make an effort to resolve all questionable items contained in the ENGINEER's invoices within thirty (30) days of receipt of the invoices by the COUNTY. At the end of the thirty (30) day period, the COUNTY shall pay the ENGINEER the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating Hernando County Department.

4.5 PAYMENT IN THE EVENT OF CONTRACT TERMINANATION OR SUSPENSION

In the event that a Task Order or this Contract is terminated or canceled, or the ENGINEER's services suspended on a Task Order or this Contract, prior to completion, payment shall be made in accordance with the provisions of Section 8.

4.6. ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF ASSIGNMENT

If instructed to do so by COUNTY, the ENGINEER shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the ENGINEER, the ENGINEER may be entitled to additional compensation. The additional compensation shall be requested by the ENGINEER on a revised fee quotation proposal which must be submitted to the COUNTY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Assignment by formal amendment or Task Order to this Contract.

SECTION 5
WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF CONTRACT

5.1 WORK COMMENCEMENT

The ENGINEER shall commence work on each authorized Task Order within ten (10) days after receipt by the ENGINEER of a written Notice-To-Proceed from the COUNTY's Designated Representative. If the ENGINEER fails to commence work within the ten (10) day period, then the COUNTY shall have the right to seek other firms for the Assignment, unless the delay is due to no fault of the ENGINEER.

5.2 IMPLEMENTATION SCHEDULE

The ENGINEER and the COUNTY agree to make every effort to adhere to the schedule established for the various Task Orders described in the Assignment.

In the event the work of the ENGINEER is delayed due to no fault of the ENGINEER, which delays the completion of any Task Order of the Assignment, the ENGINEER shall be entitled to an appropriate extension of the contract time for the specific Task Order.

Additional compensation to the ENGINEER will be negotiated to the mutual agreement of the COUNTY and the ENGINEER in the event such delay causes any Task Order's costs to increase for reasons beyond the ENGINEER's control.

5.3 EXPIRATION

This Contract shall expire three (3) years after the date of execution of this Agreement. This Contract may be extended for two (2) additional one (1) year periods; not to exceed five (5) years maximum, upon written mutual consent of the COUNTY and the ENGINEER.

5.4 CONTINUING CONTRACT

In accordance with 287.055 (g) (Current Edition), this is a "continuing contract" for professional services entered into in accordance with all procedures of this act between the COUNTY and the ENGINEER, whereby the ENGINEER shall provide professional services to the COUNTY for projects in which construction or professional costs do not exceed the statutory limitations imposed. Additionally, the ENGINEER shall provide for work of a specified nature as outlined in Exhibit A of this Contract as required by the COUNTY.

SECTION 6
COUNTY'S "DESIGNATED" REPRESENTATIVE

6.1 GENERAL

The COUNTY hereby designates the County Administrator or his/her designee to represent the COUNTY in all matters pertaining to and arising from the work and performance of this contract. The County Administrator or designee shall have the following responsibilities.

a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the ENGINEER and rendering, in writing, decisions indicating the COUNTY's approval or disapproval within a reasonable time so as not to materially delay the work of the ENGINEER.

b. Transmission of instructions, receipt of information and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

c. Giving prompt written notice to the ENGINEER whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in the project.

d. Following the ENGINEER's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

e. When appropriate, authorizing Task Orders equal to or less than limits prescribed for Continuing Contracts pursuant to the provisions of FS 287.055(g) (Current Edition) and paragraph 2.3 hereof.

6.2 DESIGNEE

The County Administrator's designee under a contract resulting from **RFQ No. 18-R00020/PH** shall be the Hernando County Utilities Director.

SECTION 7
CHANGES IN SCOPE

The COUNTY or the ENGINEER may request changes in the Scope of Services of a Task Order. Such change(s), including any increase or decrease in the amount of the ENGINEER's compensation for any Task Order pursuant to Section 4 – Compensation, which are mutually agreed upon by and between the COUNTY and the ENGINEER, shall be incorporated by written formal amendment.

SECTION 8
TERMINATION OF CONTRACT

8.1 TERMINATION BY COUNTY FOR CAUSE

The COUNTY may terminate this Contract for any one or more of the following reasons:

a. If adequate progress on any phase of the assignment is not being made by the ENGINEER as a direct result of the ENGINEER's failure to perform.

b. The quality of the services performed by the ENGINEER is not in conformance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the COUNTY to be essential to the proper completion of any Assignment.

c. The ENGINEER or any employee or agent of the ENGINEER is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the ENGINEER.

d. The ENGINEER becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors.

e. The ENGINEER violates the Standards of Conduct provisions of Section 13 herein.

f. In the event of any of the causes described in Section 8.1, the COUNTY's Designated Representative may send a certified letter to the ENGINEER requesting that the ENGINEER show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the COUNTY within fifteen (15) days of the receipt by the ENGINEER of said show cause notice, the COUNTY may consider the ENGINEER to be in default and may immediately terminate this Contract.

8.2 TERMINATION BY ENGINEER FOR CAUSE

The ENGINEER may cancel this Contract for the following reasons:

a. The COUNTY fails to meet its obligations and responsibilities as contained in Section 3 – COUNTY's Rights and Responsibilities.

b. The COUNTY fails to pay the ENGINEER in accordance with Section 4 – Compensation.

c. In the event of either of the causes described in Section 8.2, the ENGINEER may send a certified letter requesting that the COUNTY show cause why the Contract should not be terminated. If adequate assurances are not given to the ENGINEER within fifteen (15) days of the receipt by the COUNTY of said show cause notice, then the ENGINEER may consider the COUNTY to be in default, and may immediately terminate this Contract.

8.3 TERMINATION BY COUNTY WITHOUT CAUSE

Notwithstanding any other provision of this Contract, the COUNTY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Assignment without cause,

provided that ten (10) days prior written notice is given to the ENGINEER of the COUNTY's intent to terminate. In the event that a Task Order is terminated, The COUNTY shall identify the specific Task Order(s) being terminated and the specific Task Order(s) to be continued to completion pursuant to the provisions of this Contract. This Contract will remain in full force and effect as to all authorized Task Orders which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Contract or any Assignment is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the ENGINEER to the date of termination and any additional services thereafter will be determined by negotiation between the COUNTY and the ENGINEER. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the COUNTY may adjust any payment to take into account any additional costs to be incurred by the COUNTY due to such default.

8.5 ACTION FOLLOWING TERMINATION

a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.

b. In the case of the COUNTY terminating the ENGINEER, the ENGINEER shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the COUNTY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the ENGINEER in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the COUNTY.

8.6 SUSPENSION

a. The performance of the ENGINEER's service under any provision of this Contract may be suspended by the COUNTY at any time. In the event the COUNTY suspends the performance of the ENGINEER's services hereunder, the COUNTY shall so notify the ENGINEER in writing, such suspension becoming effective upon the date of its receipt by the ENGINEER, and COUNTY shall promptly pay to the ENGINEER all fees which have become due and payable to the ENGINEER to the effective date of such suspension. The COUNTY shall thereafter have no further obligation for payment to the ENGINEER for the suspended services unless and until the COUNTY notifies the ENGINEER that the services of the ENGINEER called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that the ENGINEER's services hereunder are to be resumed, the ENGINEER shall complete the services of the ENGINEER called for in this Contract and the ENGINEER shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the ENGINEER under this Contract, same to be payable at the times and in the number specified herein.

In no event will the compensation or any part thereof become due or payable to the ENGINEER under this Contract unless and until the ENGINEER has attained that state of work where the same would be due and payable to the ENGINEER under the provisions of this Contract.

b. If the aggregate time of the COUNTY's suspension(s) of the ENGINEER's Services under any Task Order of this Contract exceeds sixty (60) days, then the ENGINEER and the COUNTY shall, upon request of the ENGINEER, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the ENGINEER

hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the ENGINEER for the balance of the Services to be performed hereunder. No increase in compensation to the ENGINEER shall be allowed unless it is based upon clear and convincing evidence of an increase in the ENGINEER's costs attributable to the aforesaid suspension(s).

SECTION 9
CLAIMS AND DISPUTES/REMEDIES

9.1 CLAIMS AND DISPUTES

Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 9.2 herein.

9.2 REMEDIES

Except as provided in Section 9.1 herein, all claims, disputes and/or matters in question between the COUNTY and the ENGINEER arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over Hernando County, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

SECTION 10
INDEMNITY AND INSURANCE

10.1 GENERAL

The ENGINEER agrees, to the fullest extent permitted by Florida law, to indemnify and hold the COUNTY harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the ENGINEER's negligent acts, errors or omissions in the performance of professional services under this Agreement, and those of the ENGINEER's subconsultants or anyone for whom the ENGINEER is legally liable.

The COUNTY agrees, to the fullest extent permitted by law, to indemnify and hold the ENGINEER harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the COUNTY's negligent acts, errors or omissions and those of the COUNTY's contractors, subcontractors, consultants or anyone for whom the COUNTY is legally liable, and arising from the project that is the subject of this Agreement.

The ENGINEER is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence.

10.2 INSURANCE

The ENGINEER will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the COUNTY, evidencing such insurance, within fifteen (15) days following the ENGINEER's receipt of Notice to Proceed on the Assignment from the COUNTY.

The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the COUNTY.

The specific requirements of this contract have been detailed in **RFQ No. 18-R00020/PH.** The specific requirements of the RFQ must be met to be compliant with a contract resulting from the solicitation process and may include the following:

a. Worker's Compensation

The ENGINEER will provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subcontractor to provide Worker's Compensation for all of its employees. The limits will be statutory for Worker's Compensation and $500,000 for Employers' Liability.

b. Comprehensive General Liability

The ENGINEER will provide coverage for all operations including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than $2,000,000 Combined Single Limit (CSL) or its equivalent.

c. Comprehensive Automobile Liability

The ENGINEER will provide coverage for all owned and non-owned vehicles for limits of not less than $1,000,000 CSL or its equivalent

d. Professional Liability Insurance

Annual Professional Liability Insurance will be maintained with coverage in an amount of not less than $1,000,000 that protects the ENGINEER to the statutory limits applicable to professional liability.

Said Professional Liability Insurance shall provide for all sums which the ENGINEER shall be obligated to pay as damages for claims arising out of service performed by the ENGINEER, or any person or subcontractor employed by the ENGINEER, in conjunction with this Contract. This insurance shall also be maintained for a minimum of one (1) year after completion of the construction and acceptance of the facilities designed by the ENGINEER under the scope of this Contract including any amendment thereto.

e. Certificates of Insurance

The ENGINEER shall furnish all Certificates of Insurance forwarded directly to the following:

Hernando County Purchasing & Contracts Department
1653 Blaise Drive
Brooksville, FL 34601

with information copied to the Designated Representative identified in Section 6.2. The Certificates shall clearly indicate that the ENGINEER has obtained insurance of the type, amount and classification required by these provisions.

SECTION 11
NEGOTIATION DATA

The ENGINEER hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the ENGINEER's compensation under this Contract may be adjusted to exclude any significant sums where the COUNTY determines the ENGINEER's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the COUNTY during the period of this Contract and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the COUNTY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the COUNTY.

SECTION 12

OWNER OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the ENGINEER in connection with its services hereunder, shall be delivered to, or shall become the property of the COUNTY prior to final payment to the ENGINEER. The ENGINEER shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the ENGINEER pursuant to this Contract are instruments of service in respect to the services described in the Assignment.

Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to the ENGINEER; and the COUNTY shall indemnify to the maximum extent permitted by law and hold harmless the ENGINEER from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the ENGINEER will entitle the ENGINEER to further compensation at rates to be agreed upon by the COUNTY and the ENGINEER.

Any Documents given to or prepared or assembled by the ENGINEER and its subcontractors under this Contract shall be kept solely as property of the COUNTY and shall not be made available to any individuals or organizations without the prior written approval of the COUNTY.

The ENGINEER may maintain copies of all work performed under this Contract for the COUNTY.

The ENGINEER shall not publish any information concerning this project without the prior written consent of the COUNTY.

SECTION 13
STANDARDS OF CONDUCT

13.1 ENGINEER EMPLOYEES

The ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this Contract and that the ENGINEER has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the ENGINEER any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making of this Contract.

13.2 ENGINEER COMPLIANCE WITH LAWS

The ENGINEER shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

13.3 CONFLICT OF INTEREST

The ENGINEER hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the ENGINEER, or any interest in property which the ENGINEER may have. The ENGINEER further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the COUNTY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 8.1.

13.4 REMOVAL OF EMPLOYEE

The COUNTY is empowered to require the ENGINEER to remove any employee or representative of the ENGINEER from working on this Assignment which the COUNTY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The COUNTY shall notify the ENGINEER in writing of the COUNTY's objections prior to the ENGINEER's removal of any employee or representative.

13.5 PUBLICATION

The ENGINEER shall not publish any documents or release information to the media without prior approval of the COUNTY.

SECTION 14
ACCESS TO RECORDS/AUDIT

14.1 RECORDS MAINTENANCE

The ENGINEER shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The ENGINEER shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The COUNTY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of ENGINEER's books,

records, documents, time records and cost accounts and other evidence shall be at the COUNTY's expense.

14.2 ACCESS TO RECORDS

The ENGINEER shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under Section 8 herein.

SECTION 15
CODES AND DESIGN STANDARDS

All of the services to be performed by the ENGINEER shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the COUNTY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract.

The ENGINEER shall be responsible for keeping appraised of any changing codes or requirements, which requirements must be applied to the Assignment to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the ENGINEER beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 16
ASSIGNABILITY

The ENGINEER shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the COUNTY, provided that claims for the money due or to become due the ENGINEER from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution without such COUNTY approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

SECTION 17
CONTROLLING LAWS

This Contract is to be governed by the laws of the State of Florida.

SECTION 18
FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 19
EXTENT OF CONTRACT

This Contract, together with the RFQ No. 18-R00020/PH issued December 13, 2017, the proposal submitted by McKim & Creed, Inc. and the Exhibits hereinafter identified and listed in this Section, constitute the entire Agreement between the COUNTY and the ENGINEER and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract.

The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Scope of Services
Exhibit B: Compensation and Method of Payment
Exhibit C: Truth in Negotiation Certification

IN WITNESS WHEREOF, the COUNTY and the ENGINEER have executed this Contract to become effective on the day and year first written above.

ENGINEER:

Witness

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

COUNTY:
Hernando County Board of County Commissioners

Susan Burns, Deputy Clerk
Attest

Steve Champion, Chairman

EXHIBIT "A"

SCOPE OF SERVICES
FOR
CONTINUING PROFESSIONAL ENGINEERING SERVICES FOR WATER, WASTEWATER AND RECLAIMED WATER PROJECTS
CONTRACT No. 18-R00020/PH

GENERAL: Hernando County is seeking statements of qualifications from Florida registered firms qualified to provide Engineering Services necessary to deliver new and renovated water and wastewater infrastructure. Professional consultant services may be required for design, permitting, studies and evaluations, and design criteria packages of water and wastewater processes, pipeline and pumping, and all necessary appurtenant assets.

Professional Consulting Services may be required for Civil, Environmental, Structural, Mechanical, Geotechnical, Biological Process, Chemical Process, Electrical, and Landscaping including, but not limited to, the following:

- Design and permitting of sewage and water treatment plants and related structures
- Design and permitting of modifications to water and sewage treatment plants and related structures
- Construction inspection services
- Design and permitting of sewage pumping stations and forcemains
- Design and permitting of water storage and pumping systems
- Design and permitting of reclaimed water land application systems
- Design and permitting of reclaimed water storage and pumping stations
- Development of design criteria packages for Design-Build projects
- Design and permitting required site work
- Environmental monitoring plans
- Scientific investigations, analyses, and technical studies
- Develop or upgrade hydraulic models for water or reclaimed water distribution systems
- Develop or upgrade hydraulic models for manifolded forcemain systems
- Develop documents necessary to publish bids for construction of water, wastewater, and reclaimed water projects
- Develop engineering plans
- Develop as-built drawings
- All other related services

DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DRIVE ◆ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

EXHIBIT "B"

SCHEDULE OF RATES
18-R00020/PH
McKim & Creed

Position Classifications	Hourly Rates
Principal Engineer	$250.00
Senior Engineer	$195.00
Project Engineer I	$116.93
Project Engineer II	$135.36
Project Engineer III	$160.00
Engineer Intern/Ecologist	$98.59
Project Director	$240.00
Senior Project Manager	$200.00
Project Manager	$180.00
Project Manager I	$166.78
Project Coordinator	$86.72
Utility Engineering Sr. Project Manager	$185.00
Utility Engineering Project Manager	$115.39
Utility Engineering Analyst	$77.22
Utility Engineering Specialist	$101.76
Utility Engineering Technician I	$47.26
Utility Engineering Technician II	$62.43
Senior Field Technician	$79.84
Field Crew Chief	$76.29
Field Technician	$59.42
Senior Technical Specialist	$250.00
CADD Technician	$65.44
Survey CADD Technician	$76.80
Sr. Surveyor/Project Manager I	$121.63
Sr. Surveyor/Project Manager II	$148.13
Sr. Surveyor/Project Manager III	$200.00
4-Man Crew (CC, IO, RT, RT)	$219.58
3-Man Survey Crew	$176.19
2-Man Survey Crew	$132.83
Instrument Operator	$56.51
Rodman/Technician	$43.39
Designer I	$96.00
Designer II	$102.40
Designer III	$112.10
I&C Designer/Designer IV	$131.42
Senior Project Administrator	$99.39
Project Administrator/Field	$73.25
Construction Administrator I	$120.77
Construction Administrator II	$155.39
Secretary/Clerical	$60.03
Senior Construction Inspector	$138.00
Construction Inspector	$80.00

CONTRACT No. 18-R00020/PH
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

Task Order No. _____

PROJECT NAME:_____

PROJECT ACTIVITY	Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Employee Name / Classification Title		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate	Man Hrs	Hrly Rate			

SUB-TOTAL HOURLY COSTS $ _____

Out-of-Pocket Expenses (actual cost - not to exceed) $ _____

Miscellaneous Expenses (Subconsultant) $ _____

NOT TO EXCEED TOTAL LUMP SUM COST $ _____

Firm Name: _____

Signature: _____

_____
(Printed Name and Title)

Date: _____

HERNANDO COUNTY

_____ _____
Department Name Authorized Signature

_____ _____
(Date) (Printed Name and Title)

_____
James S. Wunderle
Chief Procurement Officer

_____
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

EXHIBIT C – TRUTH IN NEGOTIATION CERTIFICATION

(Applicable to Contracts over $195,000)

Per FS 287.055 (5) (a) (Current Edition): For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in 287.017 (Current Edition) Category Four.

The Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement will be accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the agreement. For purpose of this certificate, the end of the agreement shall be deemed to the date of final billing or acceptance of the work by the Department, whichever is later.

McKim & Creed
Name of Firm

Authorized Signature

Sr. Project Manager
Title

6/25/18
Date

DEPARTMENT OF PURCHASING AND CONTRACTS

1653 BLAISE DRIVE ◆ ROOM 365 ◆ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

July 10, 2018

(via email: ksamples@mckimcreed.com)
McKim & Creed, Inc.
3903 Northdale Blvd., Suite 115E
Tampa, FL 33624

RE: CONTRACT AWARD: No. 18-R00020/PH – Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects

Dear Mr. Samples:

Please be advised that the County has approved the award of the above-referenced solicitation to your firm.

A copy of the executed contract is attached. To remain compliant, all insurance must be current, up to date and in the amounts as required in the RFQ document.

The term of the contract is effective from July 10, 2018 through July 9, 2021 and has two (2) twelve (12) month renewal options.

If you have any further questions, please contact Patty Hall, Hernando County Purchasing and Contracts at (352) 754-4020.

Sincerely,

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer

JW/ph

Attachment

pc via email: Gordon Onderdonk, Utilities Director
Rick Kirby, Engineering Division Manager
Grace Sheppard, Finance Manager
Rose Ann Haines, Operations Assistant

cc: Clerk of the Court
Contract File No. 18-R00020/PH

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

May 20, 2021

(via email: ksamples@mckimcreed.com)
Mr. Kris Samples
McKim & Creed, Inc.
3903 Northdale Blvd., Suite 115E
Tampa, FL 33624

RE: Renewal Award for Contract No. 18-R00020/PH – Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects

Dear Mr. Samples:

Please be advised that the renewal to the above referenced contract with your firm at the current pricing and with the same terms and conditions has been awarded. The effective date of the renewal term is from July 10, 2021 through July 9, 2022.

To remain compliant, all insurance for your company must be current, up to date and in the amounts as required in the contract.

If you have any further questions, please contact Patty Hall, Hernando County Purchasing and Contracts, at (352) 754-4020.

Sincerely,

James Wunderle

Digitally signed by James Wunderle
Date: 2021.05.20 11:40:08 -04'00'

James S. Wunderle
Purchasing and Contracts Manager
Chief Procurement Officer, Hernando County

JSW/ph

pc via email: Gordon Onderdonk, P.E., Utilities Director
Rick Kirby, P.E., Engineering Division Manager
Grace Sheppard, Finance Manager
Rose Ann Haines, Operations Assistant

cc: Finance
Clerk of the Court
Contract File 18-R00020/PH, BOCC Approval 7/10/18, Doc. Id. No. 14622

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

June 17, 2022

(via email: mchiavaroli@mckimcreed.com)
Mr. Mitch Chiavaroli
McKim & Creed, Inc.
3903 Northdale Blvd., Suite 115E
Tampa, FL 33624

RE: Renewal Award for Contract No. 18-R00020/PH – Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects

Dear Mr. Chiavaroli:

Please be advised that the renewal to the above referenced contract with your firm at the current pricing and with the same terms and conditions has been awarded. The effective date of the renewal term is from July 10, 2022 through July 9, 2023.

To remain compliant, all insurance for your company must be current, up to date and in the amounts as required in the contract.

If you have any further questions, please contact Patty Hall, Hernando County Purchasing and Contracts, at (352) 754-4020.

Sincerely,

Patty Hall

Patty Hall
Purchasing Coordinator
Purchasing and Contracts

PH/jg

pc via email: Gordon Onderdonk, P.E., Utilities Director
Rick Kirby, P.E., Engineering Division Manager
Grace Sheppard, Finance Manager
Rose Ann Haines, Operations Assistant

cc: Finance
Clerk of the Court
Contract File 18-R00020/PH, BOCC Approval 7/10/18, Doc. Id. No. 14622

DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ◆ F 352.754.4199 ◆ W www.HernandoCounty.us

June 28, 2023

(via email: mchiavaroli@mckimcreed.com)
Mr. Mitch Chiavaroli
McKim & Creed, Inc.
3903 Northdale Blvd., Suite 115E
Tampa, FL 33624

RE: Extension of Contract No. 18-R00020/PH Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects

Dear Mr. Chiavaroli:

Please be advised that Contract No. 18-R00020/PH CONTINUING ENGINEERING SERVICES FOR WATER, WASTEWATER, AND RECLAIMED WATER PROJECTS, paragraph 5.5 Interim Extension of Performance allows Hernando County to unilaterally renew the contract for a maximum period of six (6) months to allow for solicitation and award of a new contract.

For your convenience, below is the entire paragraph:

> **INTERIM EXTENSION OF PERFORMANCE:** If it is determined that interim performance is required to allow for the solicitation and award of a new Contract, the County may unilaterally extend the Contract for a maximum period of up to six (6) months. Current pricing, delivery and all other terms and conditions of the Contract shall apply during this interim period.

Therefore, it is the desire of Hernando County to extend for a six (6) month period from July 10, 2023, through January 9, 2024.

Thank you for your continued interest in serving the needs of Hernando County. If you have any questions regarding this contract, please contact Lindsey Brown, Hernando County Procurement Department at (352) 754-4020.

Sincerely,

Carla Rossiter-Smith
Procurement and Grants Manager

CRS/fh

pc via email: Gordon Onderdonk, P.E., Utilities Director
Rick Kirby, P.E., Engineering Division Manager
Grace Sheppard, Finance Manager
Katrina Tejera, Operations Assistant

cc: Finance
Clerk of the Court
Contract File No. 18-R00020/PH

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
Summary of Task Descriptions
McKim & Creed, Inc.
April 2, 2021

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station. The County has request McKim & Creed to provide design, permitting, bid phase services, and construction administration phase services (except for construction observation) for the replacement of this lift station including new duplex pumps, pump control panel, generator, wet well, valve vault, and associated pipe. The design shall also include approximately 4,300LF of 10-inch force main from the lift station to the northeast corner of the Northcliffe and Landover intersection.

Objective

The objective of this project is to provide design, construction drawings, project specifications, permitting, opinion of construction cost for the improvements, bid and limited construction phase services, and record drawings upon completion of the work. McKim & Creed will coordinate and complete the geotechnical investigation, design services, and permit approvals (local, state, federal) to complete the work. The County intends to use the design as a basis to issue a bid for the construction of the lift station and force main.

McKim & Creed will complete the following tasks as part of the services under this Scope of Work:

Task 1 – Project Management
Task 2 – Data Collection and Analysis
Task 3 – Lift Station and Force Main Design
Task 4 – Permitting and Bidding Support
Task 5 – Limited Construction Administration
Task 6 – DRA Permitting and Analysis
Task 7 – DRA Surveying

The scope of work included in each task is further defined and described below.

Task 1 – Project Management

This task includes project management, project team coordination, and periodic meetings with the County. Work associated with this task includes the following:

- Project Set-up
- Project Meetings
- Invoicing and Status Reports
- Schedule Management
- QA/QC

Project Meetings:
McKim & Creed will prepare an agenda and attend a project kickoff meeting, eight (8) monthly coordination meetings, and project deliverable meetings (to be held at the appropriate monthly coordination meeting) with County staff to discuss the recommended improvements and permitting needs. McKim & Creed will prepare meeting notes and distribute via email (pdf format) to the meeting attendees following the meeting.

QA/QC:
Quality reviews are an internal QA/QC procedure that will be performed by a senior-level technical reviewer, not directly involved in development of the documents. The senior level technical reviewer will review draft documents, calculations, and operational procedures.

Task 2 – Data Collection and Analysis
Under this task, McKim & Creed will review the following documents provided by the County:

- County Standards for Lift Stations which include Panels with Dataflow RTU
- Flood elevations
- Permits
- As-Built drawings
- Proposed lift station re-location

McKim & Creed will perform a site visit to the lift station to evaluate the accuracy of the provided documentation and perform additional field investigations.

Subsurface Utility Engineering (SUE):
McKim & Creed will utilize the Northcliffe Blvd Force Main drawings, developed by Others and provided by the County, to depict existing utility horizontal locations and depths along the proposed forcemain alignment. County to provide available Cad files for referencing into design documents.

Up to thirty (30) vacuum locates will be performed under this scope of work for "Level B" locates. SUE efforts will be coordinated with proposed survey efforts.

Services to be included are identified below:

- 30 test holes are included (Test holes are assumed to be in the grass).

- Stake test holes in the field.
- Submit dig tickets.
- Survey completed test holes.
- Submit VVH spreadsheet of test holes and include them in the Survey Cad file to be provided by Hernando County.

Services not included are identified below:

- MOT is NOT included in this fee and will be an additional charge if required.

Surveying:

McKim & Creed will perform a topographic and boundary survey for the approximately 4,300 LF force main corridor from edge of pavement to Right-of-Way (ROW) along Landover from the proposed lift station site to the northwest corner of the Northcliffe and Landover intersection. McKim & Creed will also include the existing LS #62 easement within the survey limits. These surveys will include visible structures, trees, driveways, sidewalks, utility poles, traffic signage, and other above grade features present within the identified corridor; apparent ROW; and invert elevations of existing, accessible storm water and wastewater structures. The survey will be certified by a licensed surveyor in the state of Florida.

Geotechnical:

McKim & Creed will subcontract a geotechnical consultant to perform up to one (1) boring up to 30-ft deep for the relocation of the lift station. McKim & Creed will review the findings and recommendation of the geotechnical engineer for consideration in the structural design of the new lift station. Up to sixteen (16) geotechnical borings will be performed to a maximum depth of 10-ft at each trenchless crossing location to be identified during design.

Task 3 – Lift Station and Force Main Design

Using the information obtained in the previous tasks, McKim & Creed will perform the following services under this task:

- Determine the wet well size and pump capacity requirements for the new lift station based on 20-yr flow projections (provided by the County).
- Design the gravity sewer improvements to transport the raw sewage from the existing onsite lift station location to the proposed lift station location.
- Design a new 10-inch 4,300 LF force main to be installed via open-cut methods to replace the existing force main along Landover from the proposed from the lift station site to the northeast corner of the Northcliffe and Landover intersection. Horizontal Directional Drilling (HDD) design will be included at each roadway and driveway crossing.
- Electrical design will include wire routing, design for the new pumps, addition of an automatic transfer switch for generator, site lighting improvements, and electrical panel design.

- Instrumentation and controls will be limited to design of the SCADA improvements and pump performance using Dataflow.
- Civil site design and layout of proposed lift station site.
- Electrical conduit, vent, drain and water line for future odor control routed to a location onsite to be determined by the County.
- Final design plans and specifications to bid the project for construction.

This project will consist of 30% Design, 60% Design, 90% Design and 100% Design (Issued for Bid - IFB) Packages. A single design package will be provided for the lift station and the associated force main and collection system improvements. The following services will be provided by McKim & Creed under the identified project milestones:

- Preliminary Design (30%)
  - Evaluate geotechnical, SUE, and survey findings
  - Identify design criteria requirements
  - Develop preliminary specification table of contents
  - Develop 30% complete design Drawings
- Design Development (60%)
  - Respond to comments on the preliminary design
  - Finalize form of bid
  - Update specification table of contents
  - Develop 60% specifications
  - Develop 60% design drawings
- Pre-Final Design (90%) – Prepare 90% design drawings and technical specifications. Table 1 below summarizes the anticipated number of design drawings for each discipline. These documents will be signed and sealed for permitting purposes.
- Issued for Bid (100%) – Update the 90% design drawings and specifications based on comments received from the County and the permitting agencies.

McKim & Creed will generate an Opinion of Probable Construction Cost (OPCC) for each design package, as follows:

- 30% Design - AACE Class 4
- 60% Design - AACE Class 3
- 90% Design - AACE Class 2
- IFB Design - AACE Class 1

A preliminary sheet count is provided in **Table 1**.

TABLE 1 Preliminary Count of Drawings to be Developed

Preliminary List of Drawings	No.
Cover and General	4
Civil: Plan, Profile and Details	16
Architectural	0
Structural: Plan, Sections and Details	2
Mechanical: Plan, Sections and Details	4
Plumbing & HVAC	0
Electrical	7
Instrumentation	2
Total Estimated Drawings	33

Project Deliverables:
Project deliverables will only be provided in electronic format for the 30%, 60% and 90% Design Packages. For the IFB Package, McKim & Creed will provide three (3) signed and sealed hard copies and one (1) electronic copy (in pdf and dwg format) to the County for bidding purposes.

Task 4 – Permitting and Bidding Support

Permitting Support Services:
McKim & Creed will prepare the permit applications for the construction of the designed work, meet with regulatory agencies to review the permit applications and provide responses to additional information requested by the regulatory agencies, up to three (3) RAIs. The County will be responsible for all associated permitting fees. The permits to be included are as follows:

- Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System
- Hernando County ROW Permit
- SWFWMD Environmental Resource Permit
- DRA Permit Exemption

Bidding Support Services:
McKim & Creed will attend one (1) pre-bid meeting which will be administered by the County. McKim & Creed will review and respond to the questions received from the bidders and will prepare up to three (3) addendum for the project (if necessary). McKim & Creed will evaluate the bids received and provide a recommendation to the County on award of the contract. These services are outlined below:

- Prepare Bid Documents (to include 100% Design documents and Bid Tabs) and Submit Bid Package to County

- Attend Pre-Bid Meeting
- Prepare up to three (3) addendum for the project (if necessary)
- Bid Evaluation
- Letter of Recommendation to Award

Task 5 – Limited Construction Administration

McKim & Creed will provide the following construction administration services:

- Review and respond to up to forty (40) shop drawing submittals.
- Review and respond to up to eight (8) requests for additional information.
- Prepare record drawings based on Contractor's redline mark-ups. It is understood that the County will provide an in-house Resident Project Representative (RPR) for this project. The RPR will be responsible to communicate and document any deviations from the design documents to McKim & Creed. Any requested changes by the Contractor shall be accepted by McKim & Creed prior to implementation. Any requested deviations by the Contractor to the design documents requiring additional design effort will be identified to the County and performed by McKim & Creed for an additional fee at the request of the County. All deviations from the design documents should be identified on the Contractor's redlines and consolidated by the RPR prior to delivery to McKim & Creed for incorporation into the Record Drawings.
- McKim & Creed will provide monthly field observation during construction which will be limited to up to eight (8) site visits in total.
- McKim & Creed will perform a walk-through with the County and Contractor at Substantial Completion to assist with startup and punch list development and again at final completion for project closeout.

Should the County request additional field observation services, they can be negotiated separately at a later date upon County request.

Task 6 – DRA Permitting and Analysis (if required upon County approval)

McKim & Creed will provide the following construction administration services:

- Schedule and attend a SWFWMD pre-application meeting
- Obtain and review stormwater model and parameters
- Estimate site fill amount required
- Develop a post-development model scenario and update related parameters
- Compile model results into a drainage results memorandum with GIS exhibits
- Respond to one (1) SWFWMD request for additional information

Task 7 – DRA Surveying (if required upon County approval)

McKim & Creed will provide the following construction administration services:

- Establish Horizontal Project Control (HPC): - Establish HPC Network on NAD83/2011 – 3 on-site control points to support future construction
- Establish Vertical Project Control (VPC): - Establish VPC Network on NAVD88 – 3 on-site control points to support future construction
- Survey existing Topography:
    - The limits of the Topographic Survey will be Hernando County parcel R32-323-17-5160-1068-0000.
    - Within the Survey Area the topography will include obtaining locations and descriptions of all visible above-ground improvements (i.e. curbing, driveways, light fixtures, meter boxes, etc.; finished floor elevations of all buildings adjacent to the survey limits; spot elevations on one hundred (100) foot cross sections where possible; tree location, type and diameter greater than four (4) inches diameter breast height (DBH). The work will include the location of storm inlets, gravity sanitary sewer inverts, manhole locations, and gravity storm sewer inverts. The corridor width of the Survey Area shall be Right-of-Way to Right-of-Way.
    - Locate a sufficient number of platted block and property corners to calculate and display the existing Right-of-Way and property boundary lines.
    - Within the Survey Area, collect high/low break lines in sufficient detail to develop a three- dimensional Digital Terrain Model (DTM)
    - Final survey shall be prepared in AutoCad Civil 3D utilizing Pinellas County Cad Kit and be prepared with 5' major and 1' minor contours. Final survey to be sheeted on 24" x 36" pages with 1" = 40' or smaller detail sheets. A final digital base file will also accompany the final survey.

Assumptions

- County to provide a list of approved manufacturers for equipment and material.
- County Standard Specifications and details will be used where available. McKim & Creed Standard Engineering Specifications will be used where County Standard Engineering Specifications are unavailable.
- County to perform in-house construction observation services and provide McKim & Creed copies of construction observation reports.
- The County's RPR should be qualified for all disciplines being inspected. Per Florida Statutes, McKim & Creed shall maintain supervisor capacity and the RPR must submit daily reports to the Engineer. Should McKim & Creed be requested by the County to performed on-site RPR services, these services can be provided for an additional fee.
- Review of flow data, draw-down tests or performing parcel/population counts is not included in the project scope and will be performed/provided by the County.
- County will provide existing GIS shapefiles and hydraulic model.
- Construction services are based on an 8-month construction period. These services can be extended for an additional fee should the construction phase be longer than 8-month.

- Work for the lift station and force main will be performed and submitted to the County in parallel. Separate deliverables for each design are not included in this scope.
- County will perform necessary real-estate or easement acquisitions.
- No programming is included within this scope of services but can be negotiated separately at the request of the County.
- No material, instruments or construction are included in this scope of services.
- DRA improvements do not include structural design or bank stabilization design components.
- County will provide the design pump flow and head conditions along with the necessary force main sizing. Procurement, installation, monitoring and maintenance of any flow or pressure monitoring equipment are outside this Scope of Work and will be provided for an additional fee should these services be requested by the County.
- No hydraulic modeling effort is included within this scope of services, but can be provided for an additional fee if requested by the County.
- Existing generator will be relocated onsite without engineering evaluation or sizing related to the generator loads and demands.

STAFFING – KEY PROJECT TEAM MEMBERS

Project Manager/Lead Engineer	Kris Samples, PE
I&C	Mike Stoup, PE
Electrical Engineer	Aubrey Haudricourt, PE
Structural Engineer	Emmett Anderson, PE
QAQC	Mitch Chiavaroli, PE
Project Engineer Intern	Ryan Landson, EI

SCHEDULE

TIME OF COMPLETION/SCHEDULE

McKim & Creed will initiate work within one week after written Notice to Proceed. The following table summarizes McKim & Creed's schedule for completing the design phase.

McKim & Creed's Schedule for Design

Activity	Duration (days)
NTP	
Kickoff Meeting	7
30% Design	90
30% Design Review Meeting	10

60% Development	90
60% Development Review Meeting	10
90% Design	45
90% Design Review Meeting	10
100% Design	35
Total	297

The permitting duration is not within the control of McKim & Creed. Permit applications will be submitted within 7 days of the 90% design review meeting.

FEES

The Work described herein will be performed on a Lump Sum basis. Monthly invoicing will be based on percent complete to date for each task. Scope of Work for the Tasks described herein will be performed for the Lump Sum Fee Amounts as shown below and as identified in **Exhibit B**:

TASK	TASK DESCRIPTION	TOTAL
CHALMER ST. LIFTSTATION AND FORCEMAIN REPLACEMENT		
1	Project Management and Administration	$27,109.60
2	Data Collection and Analysis	$59,932.16
3	Lift Station and Forcemain Design	$123,775.63
4	Permitting and Bidding Support	$19,032.56
5	Construction Administration	$28,186.44
6	DRA Permitting and Analysis	$18,750.40
7	DRA Surveying	$4,500.00
	TOTAL FEES	**$281,286.79**

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade TASK ORDER No. 7
Doc. ID: 14622, BOCC Approved 7/10/18

PROJECT ACTIVITY		Mitch Chavaroli Principal Engineer		Kris Samples Senior Project Manager		Mike Fadini Senior Engineer		Emmett Anderson Senior Engineer		Ryan Lansdon Project Engineer II		Robbie Fusmatto CADD Technician		Doreen Padgett Designer I		Diane Achinelli Sr. Project Administrator		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
TASK 1	Project Management	8	250	65	200	22	195	22	195	10	135.36	0	65.44	6	96	0	99.39	25,509.60	133	191.80
TASK 2	Data Collection and Analysis	0	250	36	200	6	195	8	195	46	135.36	15	65.44	14	96	0	99.39	18,482.16	125	147.86
TASK 3	LS and FM Design	25	250	145	200	51	195	48	195	329	135.36	0	65.44	225	96	21	99.39	122,775.63	844	145.47
TASK 4	Permitting and Bidding Support	0	250	25	200	13	195	13	195	46	135.36	0	65.44	26	96	0	99.39	18,792.56	123	152.79
TASK 5	Construction Administration	0	250	31	200	20	195	16	195	66	135.36	0	65.44	40	96	12	99.39	27,186.44	185	146.95
TASK 6	DRA Permitting and Analysis	0	250	8	200	0	195	0	195	15	135.36	0	65.44	20	96	0	99.39	5,550.40	43	129.08
TASK 7	Surveying	0	250	0	200	0	195	0	195	0	135.36	0	65.44	0	96	0	99.39	0.00	0	0.00

SUB-TOTAL HOURLY COSTS	$ 218,296.79
Out-of-Pocket Expenses (actual cost - not to exceed)	$ 4,240.00
Miscellaneous Expenses (Subconsultant)	$ 58,750.00
NOT TO EXCEED TOTAL LUMP SUM COST	$ 281,286.79

Firm Name: McKim & Creed, Inc.
Signature: Kris Samples
Kris Samples / Sr. PM.
(Printed Name and Title)
Date: 4/26/21

HCUD
Department Name
4/27/21
(Date)

Richard C Riley IV
Authorized Signature
Richard C Riley IV
(Printed Name and Title)

HERNANDO COUNTY

James Wunderle
Digitally signed by James Wunderle
Date: 2021.04.28 14:23:19 -04'00'
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 21000814

pdf Copy

VENDOR
srudd@mckimcreed.com
15327 FAX: 813-549-3744
MCKIM & CREED INC
3903 NORTHDALE BLVD
SUITE 140W
TAMPA FL 33624

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, Task Order No. 7. Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. Please see the Subconsultant breakdown below: · DRA Surveying ± $4,500.00 · DRA Permitting and Modeling ± $13,200.00 · SUE - $17,550.00 · Survey ± $13,500.00 · Geotechnical ± $10,000.00 TOTAL - $58,750.00 NOTE: Please allow 365 days for the period of performance, also the NTP can be the same day as the PO is cut. County Contact: Joshua Walker, (325)754-4761 Email: JoshuaW@co.hernando.fl.us Contractor Contact: Kris Samples, (813)-549-3740 Email: KSamples@mckimcreed.com		
01	281286.79	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH,	1.0000	281,286.79

CO#1: Completion Date 12/31/23 -df

CO#4: New completion date 12/31/25 -df

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	07201	5626323	281,286.79	111802

PAGE TOTAL $	281,286.79
TOTAL $	

CO#5: PO increased to $493,961.83. PO to remain open through completion of project -df

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: James S. Jenderle
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

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 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 NO. 21000814

pdf Copy

VENDOR
srudd@mckimcreed.com
15327 FAX: 813-549-3744
MCKIM & CREED INC
3903 NORTHDALE BLVD
SUITE 140W
TAMPA FL 33624

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			TASK ORDER NO. 7, EXHIBIT A		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $	
				TOTAL $	281,286.79

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: James S. Jenderle
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.

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(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
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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. 21000814-1

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County
Contract No.18-R00020/PH, Task Order No. 7.
Terms and Conditions apply, and the Purchase Order
Terms and Conditions do not apply to this purchase.
Please see the Subconsultant breakdown below:
· DRA Surveying ± $4,500.00
· DRA Permitting and Modeling ± $13,200.00
· SUE - $17,550.00
· Survey ± $13,500.00
· Geotechnical ± $10,000.00
TOTAL - $58,750.00
NOTE:
Please allow 365 days for the period of performance,
also the NTP can be the same day as the PO is cut.

County Contact: Joshua Walker, (325)754-4761
Email: JoshuaW@co.hernando.fl.us

Contractor Contact: Kris Samples, (813)-549-3740
Email: KSamples@mckimcreed.com

3/7/2022 Change Order 1 JF
18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED
CHANGE ORDER 1 is for a NCTE to add 608 days, due to

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL $
				TOTAL $

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-1

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payables@mckimcreed.com
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WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

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TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023. Old end date was 5/02/22 New end date is 12/31/23		
01	281286.79	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	1.0000	281,286.79

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	281,286.79	111802

PAGE TOTAL	$	281,286.79
TOTAL	$	281,286.79

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CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
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15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-1
CHANGE DATE: 03/07/22

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VENDOR
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15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
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15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 1	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			3/7/2022 Change Order 1 JF 18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED CHANGE ORDER 1 is for a NCTE to add 608 days, due to the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023. Old end date was 5/02/22 New end date is 12/31/23		
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PAGE TOTAL $	.00
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HERNANDO COUNTY
PURCHASING REVIEW FORM

Purchasing Contact:	**Diane Kafrissen**
Contract purpose: (briefly describe)	**18-R00020/PH CES for Water, Wastewater & Reclaimed Water Projects, TO 7**
	PO 21000814 Chalmer LS Service Area without Addresses
Vendor Name:	**McKim & Creed**
REQ#ITB/ RFP/Q#:	**Change Order 1**
Received Document	**3/4/22**

Purchasing Agent Review:	Diane Kafrissen	3/4/22	Diane Kafrissen	
	Signature	Date	Printed Name	
Comments:	No cost time extension to complete the design phase, which also impacts the			
Construction services timeframe. New completion date of 12/31/23. No issues.				

Grant Review:				
	Signature	Date	Printed Name	
Comments:	NA			

Purchasing Coordinator Review:	Patty Hall	3/04/22	Patty Hall	
	Signature	Date	Printed Name	
Comments:	No issues, please process.			

Recommendation:	

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: MCKIM & CREED INC

Change Order No. 1
Contract No. 21000814

Change Order Date: 03/03/2022
Contract Date:

Project Description:
DESIGN OF CHALMER LIFT STATION & FM

The Project is Changed as Follows

Justification: CONTRACT #18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED

CHANGE ORDER 1 is for a NCTE to add 608 days, due to the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.
Old end date was 5/02/22
New end date is 12/31/23

Total Addition/Deduction this Change Order:	.00
The Original Contract Sum was	281,286.79
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	281,286.79
The Net Amount of this Change Order is:	.00
The new Contract Sum including this Change Order will be	281,286.79
The Contract Time will be changed by this Change Order (Days):	608
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Owner or Owner's Representative:
Hernando County Commission
20 N. Main St., Rm 266
Brooksville, FL 34601

Authorized Signature

Date: 3-3-22

for **Chief Procurement Office**

Date: 3/04/22

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

UTILITIES DEPARTMENT
WATER ◆ WASTEWATER ◆ RECLAIMED WATER ◆ ENGINEERING ◆ CUSTOMER SERVICE

15365 CORTEZ BOULEVARD ◆ BROOKSVILLE, FLORIDA 34613
P 352.754.4037 ◆ F 352.754.4485 ◆ W www.HernandoCounty.us

MEMORANDUM

Date: February 28, 2022

To: Toni Brady, Chief Procurement Officer

From: Josh Walker, Project Manager

Subject: Chalmer Lift Station and Force Main NCTE Justification (PO#21000814)

Hernando County Utilities Department is requesting a no cost time extension for the design of the Chalmer Lift Station and Force Main. The PO has an expiration date of May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.

Thank you,

Josh Walker
Project Manager, Engineering
Hernando County Utilities Department
15365 Cortez Blvd Brooksville, FL 34613
D: 352.754.4761

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-2
CHANGE DATE: 03/15/23

PAGE NO. 1

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TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			3/15/23 Change Order 2 - GML - CONTRACT #18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached. This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations. Old PO Total $281,286.79 New PO Total $288,665.04 line 1 07201-5626323 = 7378.25		
01	7378.25	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH,	.0000	7,378.25

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	7,378.25	111802

PAGE TOTAL	$	7,378.25
TOTAL	$	7,378.25

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SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
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

PURCHASE ORDER-CHANGE NO. 21000814-2
CHANGE DATE: 03/15/23

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

pdf

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 2	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			TASK ORDER NO. 7, EXHIBIT A		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $ 7,378.25

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CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-2

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payables@mckimcreed.com
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MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, Task Order No. 7.
Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase.
Please see the Subconsultant breakdown below:
· DRA Surveying ± $4,500.00
· DRA Permitting and Modeling ± $13,200.00
· SUE - $17,550.00
· Survey ± $13,500.00
· Geotechnical ± $10,000.00
TOTAL - $58,750.00
NOTE:
Please allow 365 days for the period of performance, also the NTP can be the same day as the PO is cut.

County Contact: Joshua Walker, (325)754-4761
Email: JoshuaW@co.hernando.fl.us

Contractor Contact: Kris Samples, (813)-549-3740
Email: KSamples@mckimcreed.com

3/7/2022 Change Order 1 JF
18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED
CHANGE ORDER 1 is for a NCTE to add 608 days, due to

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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CHIEF PROCUREMENT OFFICER

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BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-2

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SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.
Old end date was 5/02/22
New end date is 12/31/23

3/15/23 Change Order 2 - GML - CONTRACT #18-R00020/PH
TASK ORD #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached.
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ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
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			line 1 07201-5626323 = 7378.25		
01	288665.04	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	1.0000	288,665.04

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	288,665.04	111802

PAGE TOTAL	$	288,665.04
TOTAL	$	288,665.04

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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 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
PURCHASING REVIEW FORM

Purchasing Contact:	**Georgia Lim**
Contract purpose: (briefly describe)	**18-R00020/PH Chalmer Street Lift Station Design and Force Main Replacement**
	PO21000814 T/O 7
Vendor Name:	**McKim & Creed Inc**
REQ#ITB/ RFP/Q#:	**Change Order 2**
Received Document	**3/9/23**

Purchasing Agent Review:	*Georgia Lim*	3/9/23	Georgia Lim	
	Signature	Date	Printed Name	
Comments:	To add funds in the amount of $7,378.25, scope and fee schedule attached			
Old PO Total: $281,286.79 and New PO Total: $288,665.04				
No Issues				

Grant Review:			
	Signature	Date	Printed Name
Comments:			

Chief of Procurement Review:	Cole Rowat-Hatt	3/15/2023		
	Signature	Date	Printed Name	
Comments:	Approved.			

Recommendation:	

Purchasing Form 5 (7/7/11)
C:\Users\glim\Desktop\Change Orders\Form 5 21000814.doc

Rev: 1

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: MCKIM & CREED INC

Change Order No. 2
Contract No. 21000814
Change Order Date: 03/08/2023
Contract Date:

Project Description:

DESIGN OF CHALMER LIFT STATION & FM

The Project is Changed as Follows

Justification: CONTRACT #18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached.
This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations.

Old PO Total $281,286.79
New PO Total $288,665.04

line 1 07201-5626323 = 7378.25

Total Addition/Deduction this Change Order:	7,378.25
The Original Contract Sum was	281,286.79
Net Change by previously authorized Change Orders:	.00
The Contract Sum prior to this Change Order was	281,286.79
The Net Amount of this Change Order is:	7,378.25
The new Contract Sum including this Change Order will be	288,665.04
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:
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Owner or Owner's Representative:
Hernando County Commission
20 N. Main St., Rm 266
Brooksville, FL 34601

Authorized Signature
Date: 3-9-23

Chief Procurement Office
Date: 3/15/2023

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

From: Katrina Tejera
To: Cintia Richardson
Cc: Joshua Walker
Subject: FW: Chalmer CO#2 (Task 8 Modeling)
Date: Wednesday, March 8, 2023 3:33:34 PM
Attachments: Task 8 Modeling Scope.pdf
image002.png
Signed Fee Sheet.pdf

Hi Tia,

Please process a change for PO 21000814 per the request below and attached.

Thank you,

Katrina (Trina) Tejera
Operations Assistant
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL. 34613
352-754-4926

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Wednesday, March 8, 2023 1:50 PM
To: Katrina Tejera <KTejera@co.hernando.fl.us>
Cc: Brad Smith <BSmith@hernandocounty.us>; Grace Sheppard <GSheppard@co.hernando.fl.us>; Ron Patel <RPatel@co.hernando.fl.us>
Subject: Chalmer CO#2 (Task 8 Modeling)

Good afternoon Trina,
Please see attached scope and fee for Chalmer CO #2.

This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations.

If you need any additional information please let me know.

Thank you,

Josh Walker
Project Manager, Engineering
Hernando County Utilities Department
15365 Cortez Boulevard

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade - Change Order No. 2 TASK ORDER No. 7
Doc. ID: 14622, BOCC Approved 7/10/18

PROJECT ACTIVITY		Mitch Chiavaroli Principal Engineer $250.00		Phil Locke Senior Project Manager $200.00		Blake Peters Senior Engineer $195.00		Ryan Lansdon Project Engineer II $135.36		Doreen Padgett Designer I $96.00		Diane Achinelli Sr. Project Administrator $99.39		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Task 8	Hydraulic Modeling	2	$500.00	12	$2,400.00	2	$390.00	28	$3,790.08	0	$0.00	3	$298.17	$7,378.25	47	$156.98
Task 8.1	Data Collection and Review	0	$0.00	2	$400.00	0	$0.00	2	$270.72	0	$0.00	0	$0.00	670.72	4	$167.68
Task 8.2	Review Existing Hydraulic Model	0	$0.00	0	$0.00	2	$390.00	1	$135.36	0	$0.00	0	$0.00	525.36	3	$175.12
Task 8.3	Hydraulic Modeling	1	$250.00	6	$1,200.00	0	$0.00	16	$2,165.76	0	$0.00	0	$0.00	3,615.76	23	$157.21
Task 8.4	Draft Hydraulic Modeling TM	1	$250.00	2	$400.00	0	$0.00	6	$812.16	0	$0.00	2	$198.78	1,660.94	11	$150.99
Task 8.5	Draft Hydraulic Modeling TM Review Meeting	0	$0.00	1	$200.00	0	$0.00	1	$135.36	0	$0.00	0	$0.00	335.36	2	$167.68
Task 8.6	Final Hydraulic Modeling TM	0	$0.00	1	$200.00	0	$0.00	2	$270.72	0	$0.00	1	$99.39	570.11	4	$142.53

SUB-TOTAL HOURLY COSTS	$ 7,378.25
Out-of-Pocket Expenses (actual cost - not to exceed)	$ 0.00
Miscellaneous Expenses (Subconsultant)	$ 0.00
NOT TO EXCEED TOTAL LUMP SUM COST	$ 7,378.25

Firm Name: McKim & Creed, Inc.
Signature: [signature]
Phillip Locke Sr. Proj Mgr.
(Printed Name and Title)
Date: 3-8-23

HCUD
Department Name
3/8/2023
(Date)

Rejected
Authorized Signature
RON PATEL
(Printed Name and Title)

HERNANDO COUNTY
[signature] Procurement & Grants Manager
James S. Wunderle
Chief Procurement Officer
3/15/2023
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
Change Order No. 2
Summary of Task Descriptions
McKim & Creed, Inc.
March 8, 2023

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station.

McKim & Creed (M&C) performed design, permitting, and issuance of Bid Documents to the County for the new lift station and a 10-inch force main. The County has subsequently requested M&C to provide additional services associated with upsizing the proposed 10-inch force main to 12-inches in diameter. The additional requested services are due to a new proposed development that will now manifold into the new force main.

Objective

The objective of this project is to provide updated information regarding the sanitary sewer hydraulic model and potential impacts to connected components as outlined herein.

M&C will complete the following tasks as part of the services under Change Order No. 2 to the Scope of Work:

Task 8 – Hydraulic Modeling

This task includes work needed to simulate the hydraulic conditions for present day and future flows. The goal of this task is to confirm pump sizing at the proposed Chalmer St. lift station and forcemain sizing from the proposed lift station to the connection at Northcliffe Ave. Also, the design conditions of the lift station at Jason & Millwood will be verified. Work associated with this task includes the following:

8.1 Data Collection and Review

Collect, organize, and review available hydraulic modeling information provided by the County. Task includes review of previous reports related to the proposed forcemain sizing.

8.2 Review Existing Hydraulic Model

The Consultant will review the hydraulic model provided by the County for connectivity and functionality.

8.3 Hydraulic Modeling

The Consultant will perform hydraulic modeling to include two (2) scenarios at both present day and buildout conditions. The scenarios include:

1. Scenario 1 (Chalmer 12", Northcliffe 8"): Chalmer, Somerset Bay (full build out), Livano at Nature Coast, Jason & Millwood, Explorer K8, Somerset Bay (Phase 1 utilizing Explorer K8 FM).

2. Scenario 2 (Chalmer 12", Northcliffe 16"): Chalmer, Livano at Nature Coast, Jason & Millwood, Explorer K8, Somerset Bay (Phase 1 utilizing Explorer K8 FM) and Oak Hill Estates.

8.4 Hydraulic Modeling Summary Technical Memorandum

The Consultant will develop a draft hydraulic modeling technical memorandum (TM) to summarize and document modeling performed for this evaluation. The draft TM will be submitted to the County in PDF format.

8.5 Hydraulic Modeling Review Meeting

The Consultant will attend a virtual meeting with County staff and key stakeholders to review and discuss comments on the draft TM hydraulic modeling TM. Consultant will prepare and distribute meeting minutes to attendees.

8.6 Final Hydraulic Modeling Summary Technical Memorandum

The Consultant will address comments from the County and will update the TM. The final TM will be electronically signed and sealed submitted to the County in PDF format. Consultant will also provide up to three (3) signed and sealed hard copies of the final TM.

Project Deliverables:

Project deliverables will be provided in electronic format for the draft hydraulic modeling memorandum. For the final memorandum, M&C will provide three (3) signed and sealed hard copies and one (1) electronic copy (in pdf format) to the County.

Assumptions and Other Information

- Only services and modeling scenarios described in this Scope of Work are included. Other services can be provided, with fees commensurate, upon written approval by the County.
- It is understood that the County will perform a draw-down test for the Jason & Millwood lift station.
- If hydraulic modeling results indicate that design conditions for the lift station at Jason & Millwood need to be updated, M&C will advise the County accordingly.

STAFFING – KEY PROJECT TEAM MEMBERS

Project Manager	Phil Locke, PE
QAQC	Mitch Chiavaroli, PE
Project Engineer	Ryan Landson, PE

SCHEDULE

McKim & Creed will initiate work within one week after written Notice to Proceed. The following table summarizes McKim & Creed's schedule for completing the design phase.

Activity	Duration (days)
NTP	----
Draft Hydraulic Modeling TM Submittal	21
County Review	14
Final Hydraulic Modeling TM Submittal	10
Total	**45**

FEES

The Work described herein will be performed on a Lump Sum basis. Monthly invoicing will be based on percent complete to date for each task. Scope of Work for the Tasks described herein will be performed for the Lump Sum Fee Amounts as shown below and as identified in **Exhibit B**:

TASK	TASK DESCRIPTION	TOTAL
CHALMER ST. LIFT STATION AND FORCEMAIN REPLACEMENT – CO #2		
8	Hydraulic Modeling	$7,378.25
	TOTAL FEES CO #2	**$7,378.25**

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-3

pdf Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, Task Order No. 7.
Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase.
Please see the Subconsultant breakdown below:
· DRA Surveying ± $4,500.00
· DRA Permitting and Modeling ± $13,200.00
· SUE - $17,550.00
· Survey ± $13,500.00
· Geotechnical ± $10,000.00
TOTAL - $58,750.00
NOTE:
Please allow 365 days for the period of performance, also the NTP can be the same day as the PO is cut.

County Contact: Joshua Walker, (325)754-4761
Email: JoshuaW@co.hernando.fl.us

Contractor Contact: Kris Samples, (813)-549-3740
Email: KSamples@mckimcreed.com

3/7/2022 Change Order 1 JF
18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED
CHANGE ORDER 1 is for a NCTE to add 608 days, due to

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.

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-3

Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

pdf

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.
Old end date was 5/02/22
New end date is 12/31/23

3/15/23 Change Order 2 - GML - CONTRACT #18-R00020/PH
TASK ORD #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached.
This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations.

Old PO Total $281,286.79

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

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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. 21000814-3

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			New PO Total $288,665.04		
			line 1 07201-5626323 = 7378.25		
			8/14/23 Change order 3 - FH CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814 MCKIM & CREED		
			Change order 3 is requested to add funds in the amount of $19,037.31, scope and fee schedule attached. This work is necessary to change the design from a 10° FM to a 12° FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes. The Old PO Total = $288,665.04 The New PO Total = $307,702.35		
			7201-5626323 1 19037.31		
01	307702.35	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	1.0000	307,702.35

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	307,702.35	111802

PAGE TOTAL $	307,702.35
TOTAL $	307,702.35

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

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 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. 21000814-3
CHANGE DATE: 08/14/23

Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

pdf

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 3	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			8/14/23 Change order 3 - FH CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814 MCKIM & CREED Change order 3 is requested to add funds in the amount of $19,037.31, scope and fee schedule attached. This work is necessary to change the design from a 10° FM to a 12° FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes. The Old PO Total = $288,665.04 The New PO Total = $307,702.35 7201-5626323 1 19037.31		
01	19037.31	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	.0000	19,037.31

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	19,037.31	111802

PAGE TOTAL $	19,037.31
TOTAL $	19,037.31

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CHIEF PROCUREMENT OFFICER

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Option of Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

HERNANDO COUNTY
PURCHASING REVIEW FORM

Procurement	Lindsey Brown
Contract purpose: (briefly describe)	18-R00020 – Design of Chalmer Lift Station PO 21000814 TO #9
Vendor Name:	McKim & Creed Inc
REQ#ITB/ RFP/Q#:	Change Order 3
Received Document	8/10/2023

Procurement Agent Review:	Lindsey Brown	8/10/23	Lindsey Brown
	Signature	Date	Printed Name
Comments:	Change Order #3 is requested to add funds in the amount of $19,037.31. This work is necessary to change the design from a 10" FM to a 12" FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes. 7201-5626323 1 19037.31 NO ISSUES		

Grant Review:			
	Signature	Date	Printed Name
Comments:	N/A		

Chief of Procurement Review:				
	Signature	Date	Printed Name	
Comments:	APPROVED By Carla Rossiter-Smith at 4:46 am, Aug 14, 2023			

Recommendation:	

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 1

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: MCKIM & CREED INC

Change Order No. 3
Contract No. 21000814
Change Order Date: 08/08/2023
Contract Date:

Project Description:
DESIGN OF CHALMER LIFT STATION & FM

The Project is Changed as Follows

Justification: CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $19,037.31,
scope and fee schedule attached.
This work is necessary to change the design from a 10" FM to a 12" FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes.
The Old PO Total = $288,665.04
The New PO Total = $307,702.35

Total Addition/Deduction this Change Order:	19,037.31
The Original Contract Sum was	281,286.79
Net Change by previously authorized Change Orders:	7,378.25
The Contract Sum prior to this Change Order was	288,665.04
The Net Amount of this Change Order is:	19,037.31
The new Contract Sum including this Change Order will be	307,702.35
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:
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Authorized Signature
Date: 8-9-23

Owner or Owner's Representative:
Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

APPROVED
By Carla Rossiter-Smith at 4:46 am, Aug 14, 2023

Chief Procurement Office
Date:

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade - Change Order No. 3
Doc. ID: 14622, BOCC Approved 7/10/18

PROJECT ACTIVITY		Milch Chiavaroli $250.00 Principal Engineer		Phil Locke $200.00 Senior Project Manager		Blake Peters $195.00 Senior Engineer		Neil Coffman $135.36 Project Engineer II		Doreen Padgett $96.00 Designer I		Diana Achinelli $99.39 Sr. Project Administrator		Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
		Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost	Man Hrs	Cost			
Task 9	**Revise and Update Forcemain Design**	**5**	**$1,250.00**	**26**	**$5,200.00**	**1**	**$195.00**	**51**	**$6,903.36**	**52**	**$4,992.00**	**5**	**$496.95**	**$19,037.31**	**140**	**$135.98**
Task 9.1	Open-cut Forcemain Design	0	$0.00	2	$400.00	1	$195.00	4	$541.44	8	$768.00	0	$0.00	$1,904.44	15	$126.96
Task 9.2	Drawing Updates	2	$500.00	12	$2,400.00	0	$0.00	19	$2,571.84	40	$3,840.00	2	$198.78	$9,510.62	75	$126.81
Task 9.3	Technical Specification Updates	1	$250.00	6	$1,200.00	0	$0.00	8	$1,082.88	0	$0.00	2	$198.78	$2,731.66	17	$160.69
Task 9.4	Cost Estimate Updates	2	$500.00	4	$800.00	0	$0.00	12	$1,624.32	0	$0.00	1	$99.39	$3,023.71	19	$159.14
Task 9.5	FDEP Wastewater Permit Modification	0	$0.00	1	$200.00	0	$0.00	4	$541.44	2	$192.00	0	$0.00	$933.44	7	$133.35
Task 9.6	FDEP ERP Permit Modification	0	$0.00	1	$200.00	0	$0.00	4	$541.44	2	$192.00	0	$0.00	$933.44	7	$133.35

SUB-TOTAL HOURLY COSTS $ 19,037.31

Out-of-Pocket Expenses (actual cost - not to exceed) $ 0.00

Miscellaneous Expenses (Subconsultant) $ 0.00

NOT TO EXCEED TOTAL LUMP SUM COST $ 19,037.31

Firm Name: McKim & Creed, Inc.

Signature: Phillip J. Locke

Phillip Locke, Sr. PM
(Printed Name and Title)

Date: 8-2-23

HCED
Department Name

8/2/2023
(Date)

Authorized Signature

RON PATEL
(Printed Name and Title)

HERNANDO COUNTY

James S. Wunderle
Chief Procurement Officer

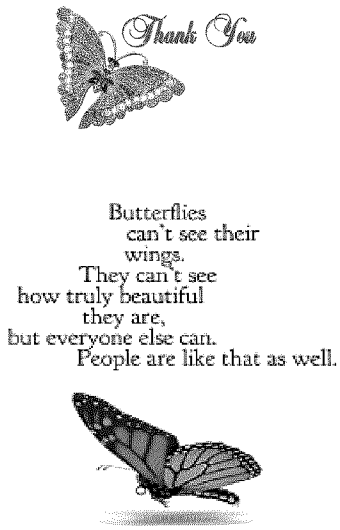
8/14/23
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Lindsey Brown

From: Marianne Rosset
Sent: Wednesday, August 9, 2023 2:18 PM
To: Fran Hallet; Lindsey Brown; Alisa Pike
Cc: Carla Rossiter-Smith
Subject: FW: Chalmer CO#3 (Task 9 12" Redesign)
Attachments: Signed Fee Sheet.pdf; Chalmer PS and FM_Scope-Fee_7-31-23_CO#3.pdf; 0396_001.pdf

Good afternoon,
Please see attached Change order For PO#21000814 McKim & Creed



Marianne🦋
Utilities Finance
15365 Cortez Blvd
Brooksville, Fl. 34613
How others treat me is their path,
How I react is mine💙

From: Katrina Tejera <KTejera@co.hernando.fl.us>
Sent: Tuesday, August 8, 2023 3:15 PM
To: Marianne Rosset <MRosset@co.hernando.fl.us>
Subject: FW: Chalmer CO#3 (Task 9 12" Redesign)

Hi Marianne,

Please enter the attached change order request for PO 21000814.

Thank you,

Katrina (Trina) Tejera
Operations Assistant
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL. 34613
352-754-4926

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Thursday, August 3, 2023 1:53 PM
To: Katrina Tejera <KTejera@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Ron Patel <RPatel@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: Chalmer CO#3 (Task 9 12" Redesign)

Good afternoon Trina,
Please see attached scope and signed fee sheet for Chalmer CO#3

This work is necessary to change the design from a 10" FM to a 12" FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes.

Thank you,

Josh Walker
Project Manager, Engineering
Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, Fl 34613
JoshuaW@HernandoCounty.us
(352)754-4761

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
Change Order No. 3
Summary of Task Descriptions
McKim & Creed, Inc.
July 31, 2023

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station.

McKim & Creed (M&C) performed design, permitting, and issuance of Bid Documents to the County for the new lift station and a 10-inch force main. The County has subsequently requested M&C provide additional design services associated with upsizing the previously designed 10-inch force main to 12-inches in diameter. The additional requested services are due to a new proposed development that will now manifold into the new force main.

Objective

The objective of this project is to provide updated Issue for Bid construction drawings, Measurement and Payment specification, Bid Form, Summary of Work specification, and an updated Engineer's Opinion of Probable Construction Cost (EOPCC).

M&C will complete the following tasks as part of the services under Change Order No. 3 to the Scope of Work:

Task 9 – Revise and Update Force Main Design

This task includes work needed to increase the force main diameter from 10-inches to 12-inches. Work associated with this task includes the following:

9.1 Open-cut Forcemain Design

The Consultant will update the existing drawings so that the proposed 12-inch forcemain from the Chalmer St. lift station to the connection at Northcliffe will be installed via open-cut. Drawing updates will include restoration to existing driveways and roads, as required.

9.2 Drawing Updates

The Consultant will update drawings to include the following:

a) Stationing
b) Enlarged plan view/connection at Landover

c) Pump station mechanical

The anticipated list of drawings that will be updated is as follows:

Anticipated List of Drawings	No.
Cover and General	1
Civil: Plan, Profile and Details	11
Structural: Plan, Sections and Details	0
Mechanical: Plan, Sections and Details	1
Electrical	0
Instrumentation	0
Total Estimated Drawings with Updates	**12**

All drawings will be updated with matching dates as part of this task.

9.3 Technical Specification Updates

The Consultant will update the following sections:

9.3.1 Summary of Work
9.3.2 Measurement and Payment
9.3.3 Bid Tabulation Form

9.4 EOPCC: McKim & Creed will generate an EOPCC, AACE Class 1 for the proposed 12-inch forcemain.

9.5 Update FDEP Wastewater Permit Application: The permit will be updated with new pipe sizes and wastewater flows. It is understood that the County will permit the wastewater system and that a separate submittal is not required for the FDEP.

9.6 Update FDEP ERP Permit Application: The permit will be updated to include the 12-inch forcemain and associated drawing updates.

Project Deliverables:

Project deliverables will be provided in electronic format for the draft IFB Package. For the final IFB Package, M&C will provide three (3) signed and sealed hard copies and one (1) electronic copy (in pdf and dwg format) to the County for bidding purposes. The submittal package will include the drawings and technical specifications.

Assumptions and other Information

- Only services described in this Scope of Work are included. Other services can be provided, with fees commensurate, upon written approval by the County.
- No changes to electrical, structural, or instrumentation drawings or specifications are anticipated and are not included in this Scope of Work.

- The FM plan and profile drawings will be updated to show the FM size increase from 10-inches to 12-inches in diameter. Drawing C02.1 will be updated to include a 12-inch stub out. Drawing C02.2 will be updated to show the 4-inch forcemain being tied-in (12"x6" tee, 6" gate valve, and 6"x4" reducer). If other design modifications are requested from the County, these services can be provided with fees commensurate, upon written notification from the County.

STAFFING – KEY PROJECT TEAM MEMBERS

Project Manager	Phil Locke, PE
Quality Control	Mitch Chiavaroli, PE
Project Engineer	Neil Coffman, PE
Designer	Doreen Padgett

SCHEDULE

McKim & Creed will initiate work within one week after written Notice to Proceed. The following table summarizes McKim & Creed's schedule for completing the design phase.

Activity	Duration (days)
NTP	----
Draft IFB Submittal	28
Draft IFB Review Meeting	7
Issue for Bid Submittal	14
Total	**77**

FEES

The Work described herein will be performed on a Lump Sum basis. Monthly invoicing will be based on percent complete to date for each task. Scope of Work for the Tasks described herein will be performed for the Lump Sum Fee Amounts as shown below and as identified in **Exhibit B**:

TASK	TASK DESCRIPTION	TOTAL
CHALMER ST. LIFT STATION AND FORCEMAIN REPLACEMENT – CO #3		
9	Upsize Forcemain to 12-inch Diameter	$19,037.31
	TOTAL FEES CO #3	**$19,037.31**

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-4

pdf Copy

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

END DATE:
12/31/25

-ALN

This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, Task Order No. 7.
Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase.
Please see the Subconsultant breakdown below:

- DRA Surveying ± $4,500.00
- DRA Permitting and Modeling ± $13,200.00
- SUE - $17,550.00
- Survey ± $13,500.00
- Geotechnical ± $10,000.00

TOTAL - $58,750.00
NOTE:
Please allow 365 days for the period of performance, also the NTP can be the same day as the PO is cut.

County Contact: Joshua Walker, (325)754-4761
Email: JoshuaW@co.hernando.fl.us

Contractor Contact: Kris Samples, (813)-549-3740
Email: KSamples@mckimcreed.com

3/7/2022 Change Order 1 JF
18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED
CHANGE ORDER 1 is for a NCTE to add 608 days, due to

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-4

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.
Old end date was 5/02/22
New end date is 12/31/23

3/15/23 Change Order 2 - GML - CONTRACT #18-R00020/PH
TASK ORD #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached.
This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations.

Old PO Total $281,286.79

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

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PURCHASE ORDER-CHANGE NO. 21000814-4

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WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

New PO Total $288,665.04

line 1 07201-5626323 = 7378.25

8/14/23 Change order 3 - FH
CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814
MCKIM & CREED

Change order 3 is requested to add funds in the amount of $19,037.31,
scope and fee schedule attached.
This work is necessary to change the design from a 10° FM to a 12° FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes.
The Old PO Total = $288,665.04
The New PO Total = $307,702.35

7201-5626323 1 19037.31

10/4/23 Change Order - FH
CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814
MCKIM & CREED

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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PURCHASE ORDER-CHANGE NO. 21000814-4

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SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

Change order# 4 is requested to add funds in the amount of $13,936.78.
This work is necessary due to FDEP requiring a flow meter to be located at any new construction lift station with a design pump rate above 350 GPM.
Please see attached scope and signed fee sheet for Chalmer CO#4.
In addition, please extend the PO for an additional 2 years.
This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO.

The Old PO Total = $307,702.35
The New PO Total = $321,639.13

Old End Date = 12/31/2023
New End Date = 12/31/2025

7201-5626323 1 13936.78

01 321639.13 JOB ENGINEERING SERVICES, DESIGN OF CHALMER 1.0000 321,639.13

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

PAGE TOTAL $
TOTAL $

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APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

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ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A		

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	321,639.13	111802

PAGE TOTAL	$	321,639.13
TOTAL	$	321,639.13

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15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-4
CHANGE DATE: 10/04/23

PAGE NO. 1

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SHIP TO
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ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

10/4/23 Change Order - FH
CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814
MCKIM & CREED

Change order# 4 is requested to add funds in the amount of $13,936.78.
This work is necessary due to FDEP requiring a flow meter to be located at any new construction lift station with a design pump rate above 350 GPM.
Please see attached scope and signed fee sheet for Chalmer CO#4.
In addition, please extend the PO for an additional 2 years.
This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO.

The Old PO Total = $307,702.35
The New PO Total = $321,639.13

Old End Date = 12/31/2023
New End Date = 12/31/2025

7201-5626323 1 13936.78

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

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

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-4
CHANGE DATE: 10/04/23

Copy PDF

VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 4	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	13936.78	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	.0000	13,936.78

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	13,936.78	111802

PAGE TOTAL $	13,936.78
TOTAL $	13,936.78

PDF Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

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	$ 100,000 by employee
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(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
PURCHASING REVIEW FORM

Procurement Contract:	Fran Hallet
Contract purpose: (Briefly describe)	18-R00020 – Design of Chalmer Lift Station TO#7 PO 21000814
Vendor Name:	McKim & Creed Inc.
REQ#ITB/ RFP/Q#:	Change Order 4
Received Document	

Procurement Agent Review:	Fran Hallet	10/3/23	Fran Hallet
	Signature	Date	Printed Name
Comments:	Change Order # 4 is requested to add funds in the amount of $13,936.78. Work is necessary due to FDEP requiring a flow meter to be located at any new construction lift station with a design pump rate above 350 GPM. Extend the PO for an additional 2 years (731 days). This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO. Old End Date = 12/31/2023 New End Date = 12/31/2025 No Issues		

Grant Review:			
	Signature	Date	Printed Name
Comments:	N/A		

Chief of Procurement Review:				
	Signature	Date	Printed Name	
Comments:				
	APPROVED By Carla Rossiter-Smith at 8:55 am, Oct 04, 2023			

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Rev: 4

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: MCKIM & CREED INC

Change Order No. 4
Contract No. 21000814
Change Order Date: 10/03/2023
Contract Date:

Project Description:
DESIGN OF CHALMER LIFT STATION & FM

The Project is Changed as Follows

Justification: CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814 MCKIM & CREED

Change order# 4 is requested to add funds in the amount of $13,936.78.
This work is necessary due to FDEP requiring a flow meter to be located at any new construction lift station with a design pump rate above 350 GPM.
Please see attached scope and signed fee sheet for Chalmer CO#4.
In addition, please extend the PO for an additional 2 years.
This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO.

The Old PO Total = $307,702.35
The New PO Total = $321,639.13

Old End Date = 12/31/2023
New End Date = 12/31/2025

Total Addition/Deduction this Change Order:	13,936.78
The Original Contract Sum was	281,286.79
Net Change by previously authorized Change Orders:	26,415.56
The Contract Sum prior to this Change Order was	307,702.35
The Net Amount of this Change Order is:	13,936.78
The new Contract Sum including this Change Order will be	321,639.13
The Contract Time will be changed by this Change Order (Days):	730
The Date of Substantial Completion as of the date of this Change Order therefore is:	

Vendor Name/Address:

MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Owner or Owner's Representative:

Hernando County Commissio:
15470 Flight Path Dr
Brooksville, FL 34601

APPROVED
By Carla Rossiter-Smith at 8:55 am, Oct 04, 2023

Authorized Signature

Date: 10/3-23

Chief Procurement Office

Date: _____

Distribution:

Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01/2013

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
Change Order No. 4
Summary of Task Descriptions
McKim & Creed, Inc.
September 27, 2023

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station.

McKim & Creed (M&C) performed design, permitting, and issuance of Bid Documents to the County for the new lift station and a 10-inch force main. Subsequently, Hernando County authorized M&C to upsize the force main from 10-inch diameter to 12-diameter under Change Order No. 3. Change Order No. 4 authorizes M&C to provide additional design services for the installation of a new above-grade flowmeter assembly for the new lift station.

Objective

Change Order No. 4 will provide updated Issue for Bid construction drawings, Summary of Work specification, Measurement and Payment specification, Bid Form, and an updated Engineer's Opinion of Probable Construction Cost (EOPCC).

M&C will complete the following tasks as part of the services under Change Order No. 4 to the Scope of Work:

Task 10 – Revisions for New Above-Grade Flow Meter Assembly

This task includes design components and modifications as follows:

1. Re-route pump discharge piping through the top of the wetwell, include PVC sleeve with link seals (T&B)
2. Update pump discharge piping to stainless steel, add (2) 45 deg bends to offset discharge piping from the hatch
3. Eliminate the valve vault
4. Modify limits of slab around the lift station
5. Design above ground pump discharge piping assembly, centerline of pipe to be 30" above top of concrete elevation
6. Add 6" flow meter (model UM-06-1HP025A7-NEP no alternatives acceptable) with 30" upstream and 12" downstream spool pieces, post mounted transmitter,

post mounted panel, wiring and conduit. Include sunshield for flow meter readout.

7. Relocate pressure transducer from the water backflow to the 6" piping after the 6"x6" cross. Reroute conduit and wire from the new location to the electric panel.
8. Adjust piping running west from the flow meter assembly to match the north-south alignment of the proposed 12" forcemain.

10.1 Drawing Updates

M&C will update drawings to include the following:

a) Site/Civil showing new footprint with the above grade flow meter assembly, horizontal control, piping & grading
b) Mechanical design for the above grade flow meter assembly
c) Electrical and controls design for the above grade flow meter assembly

The anticipated list of drawings that will be updated is as follows:

Anticipated List of Drawings	No.
Cover and General	0
Civil: Plan, Profile and Details	5
Structural: Plan, Sections and Details	2
Mechanical: Plan, Sections and Details	1
Electrical	2
Total Estimated Drawings with Updates	**10**

All drawings will be updated with matching dates as part of this task.

10.2 Technical Specification Updates

The Consultant will update the following sections:

10.2.1 Summary of Work
10.2.2 Measurement and Payment
10.2.3 Bid Tabulation Form

10.3 EOPCC: McKim & Creed will generate an updated EOPCC AACE Class 1,

Project Deliverables:

Project deliverables will be provided in electronic format for the draft IFB Package. For the final IFB Package, M&C will provide three (3) signed and sealed hard copies and one (1) electronic copy (in pdf and dwg format) to the County for bidding purposes. The submittal package will include the drawings and technical specifications.

Assumptions and Other Information

- Only services described in this Scope of Work are included. Other services can be provided, with fees commensurate, upon written approval by the County.
- No additional permitting is anticipated and is thus excluded.
- The County will provide the make and model number of the flow meter. The flow meter information will be specified in the drawings only – no additional equipment specification will be developed for the new flow meter.

STAFFING – KEY PROJECT TEAM MEMBERS

Project Manager	Phil Locke, PE
Quality Control	Mitch Chiavaroli, PE
Project Engineer	Neil Coffman, PE
Designer	Doreen Padgett

SCHEDULE

McKim & Creed will initiate work within one week after written Notice to Proceed. The following table summarizes McKim & Creed's schedule for completing the design phase.

Activity	Duration (days)
NTP	----
Draft IFB Submittal	14
Draft IFB Review Meeting	7
Issue for Bid Submittal	7
Total	**28**

FEES

The Work described herein will be performed on a Lump Sum basis. Monthly invoicing will be based on percent complete to date for each task. Scope of Work for the Tasks described herein will be performed for the Lump Sum Fee Amounts as shown below and as identified in **Exhibit B**:

TASK	TASK DESCRIPTION	TOTAL
CHALMER ST. LIFT STATION AND FORCEMAIN REPLACEMENT – CO #4		
10	Revisions for New Above-Grade Flow Meter Assembly	$13,936.78
	TOTAL FEES CO #3	**$13,936.78**

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade - Change Order No. 4
Doc. ID: 14622, BOCC Approved 7/10/18

	PROJECT ACTIVITY	Mitch Chiavaroli $250.00 Principal Engineer Man Hrs	Cost	Phil Locke $200.00 Senior Project Manager Man Hrs	Cost	Blake Peters $195.00 Senior Engineer Man Hrs	Cost	Neil Coffman $135.36 Project Engineer II Man Hrs	Cost	Doreen Padgett $96.00 Designer I Man Hrs	Cost	Diane Achinelli $99.39 Sr. Project Administrator Man Hrs	Cost	Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
Task 10	**Above-Grade Flow Meter & Associated Modifications**	**4**	**$1,000.00**	**13**	**$2,600.00**	**24**	**$4,680.00**	**25**	**$3,384.00**	**19**	**$1,824.00**	**2**	**$198.78**	**$13,686.78**	**87**	**$157.32**
Task 10.1	Drawing Updates	3	$750.00	9	$1,800.00	18	$3,510.00	13	$1,759.68	19	$1,824.00	0	$0.00	$9,643.68	62	$155.54
Task 10.2	Technical Specification Updates	0.5	$125.00	2	$400.00	0	$0.00	8	$1,082.88	0	$0.00	2	$198.78	$1,806.66	12.5	$144.53
Task 10.3	Cost Estimate Updates	0.5	$125.00	2	$400.00	6	$1,170.00	4	$541.44	0	$0.00	0	$0.00	$2,236.44	12.5	$178.92

SUB-TOTAL HOURLY COSTS	$ 13,686.78
Out-of-Pocket Expenses (actual cost - not to exceed)	$ 250.00
Miscellaneous Expenses (Subconsultant)	$ 0.00
NOT TO EXCEED TOTAL LUMP SUM COST	$ **13,936.78**

Firm Name: McKim & Creed, Inc.

Signature: Phil Locke

Phil Locke Sr. Proj Mgr
(Printed Name and Title)

Date: 9-28-23

HCUD
Department Name

9/28/2023
(Date)

Approved
Authorized Signature

RON PATEL
(Printed Name and Title)
GROUP DEPT MANAGER

HERNANDO COUNTY

Chief Procurement Officer

10/4/23
(Date)

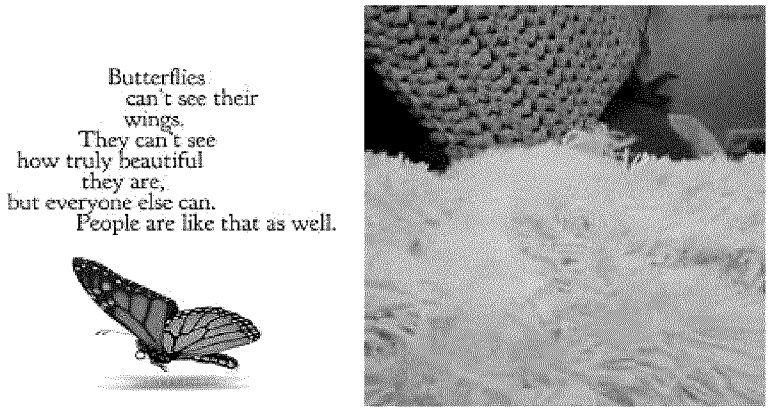
TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Fran Hallet

From: Marianne Rosset
Sent: Tuesday, October 3, 2023 3:52 PM
To: Fran Hallet
Cc: Carla Rossiter-Smith; Tonya Parker-Rimes; Katrina Tejera; Grace Sheppard
Subject: RE: Chalmer CO#4 (Task 10 Flow Meter)
Attachments: Chalmer St._CO#4.pdf

Good afternoon,

This is an existing change order for PO#21000814



Marianne 🦋
Utilities Finance
15365 Cortez Blvd
Brooksville, Fl. 34613
How others treat me is their path,
How I react is mine 💙

From: Fran Hallet <FHallet@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 3:42 PM
To: Marianne Rosset <MRosset@co.hernando.fl.us>
Cc: Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>; Tonya Parker-Rimes <tparkerrimes@co.hernando.fl.us>; Katrina Tejera <KTejera@co.hernando.fl.us>; Grace Sheppard <GSheppard@co.hernando.fl.us>
Subject: RE: Chalmer CO#4 (Task 10 Flow Meter)

Hi Marianne,

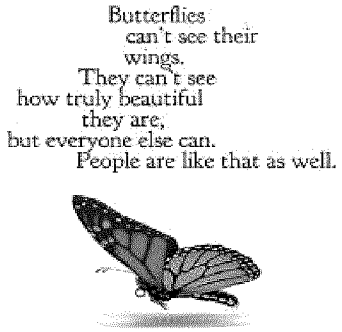
Please email me the vendor signed construction change order.

The Task Order needs to be entered into OpenGov. Has this been done?

Thank you,

From: Marianne Rosset <MRosset@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 1:44 PM
To: Fran Hallet <FHallet@co.hernando.fl.us>; Alisa Pike <APike@co.hernando.fl.us>; Lindsey Brown <lindseyb@co.hernando.fl.us>
Cc: Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>; Tonya Parker-Rimes <tparkerrimes@co.hernando.fl.us>
Subject: FW: Chalmer CO#4 (Task 10 Flow Meter)

Good afternoon,
Please see change order attached:



Marianne 🦋
Utilities Finance
15365 Cortez Blvd
Brooksville, Fl. 34613
How others treat me is their path,
How I react is mine 💙

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 9:54 AM
To: Katrina Tejera <KTejera@co.hernando.fl.us>; Marianne Rosset <MRosset@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: RE: Chalmer CO#4 (Task 10 Flow Meter)

Hey Marianne,
This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO. Sorry for not including this in my initial request.

Thank you,
Josh Walker

From: Katrina Tejera <KTejera@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 9:46 AM
To: Joshua Walker <JoshuaW@co.hernando.fl.us>; Marianne Rosset <MRosset@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: RE: Chalmer CO#4 (Task 10 Flow Meter)

Josh,

Please provide a justification for the time extension.

Marianne, you will need to add the time extension justification to the change order once provided.

Thank you,

Katrina (Trina) Tejera
Operations Assistant
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL. 34613
352-754-4926

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 9:26 AM
To: Katrina Tejera <KTejera@co.hernando.fl.us>; Marianne Rosset <MRosset@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: RE: Chalmer CO#4 (Task 10 Flow Meter)

Good morning Marianne,
In addition to the CO, could you please extend the PO for an additional 2 years? I apologize for not including this with my original request for the CO.

Thank you,
Josh Walker

From: Katrina Tejera <KTejera@co.hernando.fl.us>
Sent: Tuesday, October 3, 2023 8:18 AM
To: Marianne Rosset <MRosset@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Joshua Walker <JoshuaW@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: FW: Chalmer CO#4 (Task 10 Flow Meter)

Good morning Marianne,

Please process the attached change order request for PO 21000814.

Thank you,

Katrina (Trina) Tejera
Operations Assistant
Hernando County Utilities Department
15365 Cortez Blvd.
Brooksville, FL. 34613
352-754-4926

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Thursday, September 28, 2023 2:00 PM
To: Katrina Tejera <KTejera@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Ron Patel <RPatel@co.hernando.fl.us>; Brad Smith <BSmith@hernandocounty.us>
Subject: Chalmer CO#4 (Task 10 Flow Meter)

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Thank you,

Josh Walker
Project Manager, Engineering
Hernando County Utilities Department
15365 Cortez Boulevard
Brooksville, Fl 34613
JoshuaW@HernandoCounty.us
(352)754-4761

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER-CHANGE NO. 21000814-5

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CONTRACT NO. 18-R00020/PH	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This Purchase is in accordance with Hernando County Contract No.18-R00020/PH, Task Order No. 7. Terms and Conditions apply, and the Purchase Order Terms and Conditions do not apply to this purchase. Please see the Subconsultant breakdown below: · DRA Surveying ± $4,500.00 · DRA Permitting and Modeling ± $13,200.00 · SUE - $17,550.00 · Survey ± $13,500.00 · Geotechnical ± $10,000.00 TOTAL - $58,750.00 NOTE: Please allow 365 days for the period of performance, also the NTP can be the same day as the PO is cut. County Contact: Joshua Walker, (325)754-4761 Email: JoshuaW@co.hernando.fl.us Contractor Contact: Kris Samples, (813)-549-3740 Email: KSamples@mckimcreed.com 3/7/2022 Change Order 1 JF 18-R00020/PH TASK ORD #7, PO 21000814 MCKIM & CREED CHANGE ORDER 1 is for a NCTE to add 608 days, due to		

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

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

the PO expiring on May 2, 2022, this is sufficient time to complete the design, however bid phase and construction services are also included in the scope and will not be completed prior to the May expiration date. Please extend this PO until December of 2023.
Old end date was 5/02/22
New end date is 12/31/23

3/15/23 Change Order 2 - GML - CONTRACT #18-R00020/PH
TASK ORD #7, PO 21000814 MCKIM & CREED

Change order 2 is requested to add funds in the amount of $7,378.25, scope and fee schedule attached.
This work is necessary to ensure the force main is sized properly for additional flow coming from a proposed large private development that intends on connecting to the force main once construction is complete. This task will also verify that the proposed pump sizing is correct as well as verify what, if any impacts the private development will have to the downstream lift stations.

Old PO Total $281,286.79

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

New PO Total $288,665.04

line 1 07201-5626323 = 7378.25

8/14/23 Change order 3 - FH
CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814
MCKIM & CREED

Change order 3 is requested to add funds in the amount of $19,037.31,
scope and fee schedule attached.
This work is necessary to change the design from a 10° FM to a 12° FM to accommodate flows from the Somerset Bay subdivision. The developer has entered into an agreement to reimburse HCUD for the design changes.
The Old PO Total = $288,665.04
The New PO Total = $307,702.35

7201-5626323 1 19037.31

10/4/23 Change Order - FH
CONTRACT #18-R00020/PH TASK ORDER #7, PO 21000814
MCKIM & CREED

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				TOTAL $

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APPROVED BY: Carla Rossi-Slate
CHIEF PROCUREMENT OFFICER

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION

Change order# 4 is requested to add funds in the amount of $13,936.78.
This work is necessary due to FDEP requiring a flow meter to be located at any new construction lift station with a design pump rate above 350 GPM.
Please see attached scope and signed fee sheet for Chalmer CO#4.
In addition, please extend the PO for an additional 2 years.
This time extension is necessary to allow enough time to complete the redesign, bid phase services and construction phase services that are included in this PO.

The Old PO Total = $307,702.35
The New PO Total = $321,639.13

Old End Date = 12/31/2023
New End Date = 12/31/2025

7201-5626323 1 13936.78

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE

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TOTAL $

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ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			12/27/2024 Change Order No 5 - MP Contract #:18-R00020/PH Contract Name: Mckim & Creed Grant: N/A CO #5 is to is necessary to add daily inspection services to this project. Increase Line#1 $172,322.70; New Line Total $493,961.83 New PO Total $493,961.83 PO to remain open through completion of project. Dept07201 Account5626323 line #1 $493,961.83 7201-5626323 1 172322.70		
01	493961.83	JOB	ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	1.0000	493,961.83

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	493,961.83	111802

PAGE TOTAL	$	493,961.83
TOTAL	$	493,961.83

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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

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. 21000814-5
CHANGE DATE: 12/27/24

PAGE NO. 1

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VENDOR
payables@mckimcreed.com
15327 FAX: 910-251-8282
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON NC 28401

SHIP TO
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE FL 34613

ORDER DATE: 04/30/21	BUYER: MROSSET	REQ. NO.: RQ210931	REQ. DATE: 04/28/21
TERMS: NET 30 DAYS	F.O.B.: FOB DESTINATION	DESC.: CHANGE ORDER - 5	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			12/27/2024 Change Order No 5 - MP Contract #:18-R00020/PH Contract Name: Mckim & Creed Grant: N/A CO #5 is to is necessary to add daily inspection services to this project. Increase Line#1 $172,322.70; New Line Total $493,961.83 New PO Total $493,961.83 PO to remain open through completion of project. Dept07201 Account5626323 line #1 $493,961.83 7201-5626323 1 172322.70		
01	*********		JOB ENGINEERING SERVICES, DESIGN OF CHALMER ST. LIFT STATION & FORCE MAIN REPLACEMENT - CONTRACT NO. 18-R00020/PH, TASK ORDER NO. 7, EXHIBIT A	.0000	172,322.70

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5626323	172,322.70	111802

PAGE TOTAL $	172,322.70
TOTAL $	172,322.70

pdf Copy

SEE TERMS AND CONDITIONS ON REVERSE SIDE

APPROVED BY: _____
CHIEF PROCUREMENT OFFICER

HERNANDO COUNTY PURCHASE ORDER TERMS AND CONDITIONS

GENERAL

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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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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

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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.

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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

Rev: 1

Construction Change Order

Owner: Hernando County Board of County Commissioners
Owner's Representative:
Vendor: MCKIM & CREED INC

Change Order No. 5
Contract No. 21000814
Change Order Date: 12-13-2024
Contract Date:

Project Description:

DESIGN OF CHALMER LIFT STATION & FM

The Project is Changed as Follows

Justification: Contract #:18-R00020/PH Contract Name: Mckim & Creed TO#7
Grant: N/A
CO #5 is to is necessary to add daily inspection services to this project.
Increase Line#1 $172,322.70; New Line Total $493,961.83
New PO Total $493,961.83
Dept07201 Account5626323 line #1 $493,961.83

Total Addition/Deduction this Change Order:	172,322.70
The Original Contract Sum was	281,286.79
Net Change by previously authorized Change Orders:	40,352.34
The Contract Sum prior to this Change Order was	321,639.13
The Net Amount of this Change Order is:	172,322.70
The new Contract Sum including this Change Order will be	493,961.83
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:
MCKIM & CREED INC
243 N FRONT STREET
WILMINGTON, NC 28401

Owner or Owner's Representative:
Hernando County Commission
15470 Flight Path Dr.
Brooksville, FL 34601

Phillip J. Lee
Authorized Signature
Date: 12-17-24

Carla Rossi-Hunter
Chief Procurement Office
Date: 12/27/24

Distribution:
Vendor - Original
Purchasing & Contracts
Finance
Requisitioning
Contract File

REV: 03/01 2013

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
CONTRACT No. 18-R00020/PH - Continuing Engineering Services
for Water, Wastewater and Reclaimed Water Projects
Change Order No. 5
for Task Order No. 7
Scope of Services - December 12, 2024

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station.

McKim & Creed (Consultant) performed design, permitting, and issuance of Bid Documents to the County for the new lift station and a new 12-inch force main. A determination has been made by Hernando County (County) that additional Construction Engineering and Inspection (CEI) services are needed to ensure successful project implementation.

SCOPE OF SERVICES

Consultant shall perform the following task under this scope of services:

Task 11 – ADDITIONAL CEI Services

The Consultant shall perform the following services during construction. Note that for the purposes of establishing fees for these services, we have assumed that construction will be completed within nine (9) months from Contractor's notice to proceed.

A. Attend and conduct Pre-Construction conference with the selected Contractor and County staff to review project requirements, coordination, and scheduling issues.

B. Review Contractors' requests for payment, compare request with work completed, and recommend appropriate action by the County.

C. Provide a part-time project representative to observe the construction work performed by the Contractor relating to the design requirements. For budgeting purposes, we have assumed four 8 hour days per week for a construction period of 9 months.

D. Make periodic site visits by the design engineers to observe the work in progress and the quality of the various systems and facilities with respect to their intended function and Contract requirements. Assist with the startup of the pumping equipment by reviewing and commenting on the Contractor's procedures for placing new lift station into operation. Provide troubleshooting assistance during the startup procedures. Fifty-four (54) hours have been allocated for this task.

E. Attend and conduct monthly project status meeting. Prepare and distribute minutes of each meeting. For budgeting purposes, we have assumed a construction period of 9 months.

F. Review change requests submitted by the Contractor and make recommendations to the County.

Assumptions and Other Information

Only services described in this Scope of Work are included. Other services can be provided, with fees commensurate, upon written approval by the County.

COMPENSATION

Compensation for the scope of work provided herein for Change Order No. 5 for Task Order No. 7 is based on a lump sum fee of $172,322.70 in accordance with the attached **Exhibit B – Task Fee Quotation Proposal.**

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade - Change Order No. 5 for Task Order No. 7
Doc. ID: 14622, BOCC Approved 7/10/18

		$250.00		$200.00		$195.00		$135.36		$138.00		$120.77				
	Principal Engineer Man Hrs	Principal Engineer Cost	Senior Project Manager Man Hrs	Senior Project Manager Cost	Senior Engineer Man Hrs	Senior Engineer Cost	Project Engineer II Man Hrs	Project Engineer II Cost	Sr. Construction Inspector Man Hrs	Sr. Construction Inspector Cost	Construction Administrator I Man Hrs	Construction Administrator I Cost	Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
	0	$0.00	34	$6,800.00	12	$2,340.00	66	$8,933.76	1048	$144,624.00	22	$2,656.84	$165,354.70	1182	$139.89
	0	$0.00	4	$800.00	0	$0.00	4	$541.44	0	$0.00	0	$0.00	$1,341.44	8	$167.68
ions	0	$0.00	4	$800.00	0	$0.00		$0.00	0	$0.00	9	$1,086.93	$1,886.93	13	$145.15
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	1048	$144,624.00	0	$0.00	$144,624.00	1048	$138.00
up	0	$0.00	6	$1,200.00	12	$2,340.00	36	$4,872.96	0	$0.00	0	$0.00	$8,412.96	54	$155.80
	0	$0.00	18	$3,600.00	0	$0.00	18	$2,436.48	0	$0.00	9	$1,086.93	$7,123.41	45	$158.30
ests	0	$0.00	2	$400.00	0	$0.00	8	$1,082.88	0	$0.00	4	$483.08	$1,965.96	14	$140.43

SUB-TOTAL HOURLY COSTS	$ 165,354.70
Out-of-Pocket Expenses (actual cost - not to exceed)	$ 6,968.00
Miscellaneous Expenses (Subconsultant)	$ 0.00
NOT TO EXCEED TOTAL LUMP SUM COST	$ 172,322.70

	Department Name: HCUD	**HERNANDO COUNTY**
	Authorized Signature	Alisa Pike
	12/13/2024 (Date)	Chief Procurement Officer
	Ron Patel, Engr. Div. Manager (Printed Name and Title)	12-18-24 (Date)

SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE GINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Hernando County Board of County Commissioners
15470 Flight Path Dr.
Brooksville, FL 34604

Construction Change Order

Department: HCUD Engineering
Vendor Name: McKim & Creed Inc

Purchase Order No.: 21000814 **Change Order No.:** 6
Contract No.: 18-R00020/PH **Change Order Date:** 04/02/2026

The Project is Changed as Follows:

Contract #: 18-R00020/PH Contract Name: Continuing Engineering Services Task Order #7
CO# 6 is requested to provide additional funding and 432 labor hours after the previous change order's hours were exhausted on March 2, 2026. This adjustment aligns with the revised scope of services and ensures CEI support through the project's completion date of May 17, 2026. Please see attached scope and signed fee sheet.
Increase Line #1: $59,616.00; New Line Total: $553, 577.83
Dept 20500 Account B411-200-14102-40-53600-566350-XC554 Line #1 $59,616.00
Old PO Total: $493,961.83; New PO Total: $553,577.83
This CO is requested to extend the Project 30 days to allow time for review.
This PO will remain open through project completion.
Current Final Completion date: 05/17/2026 New Final Completion date: 06/16/2026

Total Addition/Deduction this Change Order: $ 59,616.00

The Original Contract Sum was: $ 281,286.79
Net Change by previously authorized Change Orders: $ 212,675.04
The Net Amount of this Change Order is: $ 59,616.00
The new Contract Sum including this Change Order will be $ 553,577.83
The Contract Time will be changed by this Change Order (Days): 30
The Date of Final Completion as of the date of this Change Order therefore is: 06/16/2026

Engineer of Record Name: Phil Locke
Engineer of Record Signature:
Date: 04/02/2026

Vendor Authorized Signer Name

Phil Locke

Vendor Authorized Signature:

Date: 04/02/2026

Project Manager Name:

Josh Walker

Project Manager Signature:

Date: 4/3/26

Exhibit A
Hernando County
Chalmer St. Lift Station and Force Main Replacement
CONTRACT No. 18-R00020/PH - Continuing Engineering Services
for Water, Wastewater and Reclaimed Water Projects
Change Order No. 6 Task Order No. 7
Scope of Services - March 31, 2026

Background

Hernando County (County) owns and operates the Chalmer St. lift station (LS #62) located at 10326 Chalmer Street, Spring Hill, FL 34608. The County has identified this lift station for replacement along with the associated force main leaving the lift station.

McKim & Creed (Consultant) performed design, permitting, and issuance of Bid Documents to the County for the new lift station and a new 12-inch force main. A determination has been made by Hernando County (County) that additional Construction Engineering and Inspection (CEI) services are needed to ensure successful project implementation.

The current contract includes Change Order No. 5, where the budget included 1048 hours that were exhausted on March 2, 2026. The Construction Period has been extended to May 17, 2026 and an additional 432 hours are needed to provide CEI services needed for successful project completion.

SCOPE OF SERVICES

Consultant shall perform the following task under this scope of services:

Task 11 – ADDITIONAL CEI Services

The Consultant shall perform the following services during construction. Note that for the purposes of establishing fees for these services, we have assumed that construction will be fully completed by the current Construction Contract final completion date of May 17, 2026.

A. Attend and conduct Pre-Construction conference with the selected Contractor and County staff to review project requirements, coordination, and scheduling issues. *Note – services for this task have been completed.*

B. Review Contractors' requests for payment, compare request with work completed, and recommend appropriate action by the County. *Note – no additional fees are requested for this task.*

C. Provide a full-time project representative to observe the construction work performed by the Contractor relating to the design requirements. For budgeting purposes, we

have assumed an average of 40 hours per week for a construction period ending by May 17, 2026 – note that RPR services will primarily be provided by a subconsultant, and may be provided by Consultant, as needed.

D. Make periodic site visits by the design engineers to observe the work in progress and the quality of the various systems and facilities with respect to their intended function and Contract requirements. *Note – no additional fees are requested for this task.*

E. Attend and conduct monthly project status meeting. Prepare and distribute minutes of each meeting. *Note – no additional fees are requested for this task.*

F. Review change requests submitted by the Contractor and make recommendations to the County. *Note – no additional fees are requested for this task.*

Assumptions and Other Information

Only services described in this Scope of Work are included. Other services can be provided, with fees commensurate, upon written approval by the County.

COMPENSATION

Compensation for the scope of work provided herein for Task Order No. 1 is based on a lump sum fee of $59,616.00 in accordance with the attached **Exhibit B – Task Fee Quotation Proposal**.

CONTRACT No. 18-R00020/PH - Continuing Engineering Services for Water, Wastewater and Reclaimed Water Projects
EXHIBIT "B" TASK FEE QUOTATION PROPOSAL

PROJECT NAME: Chalmer Pumping Station Upgrade - Change Order No. 6 Task Order No. 7
Doc. ID: 15559 A, BOCC Approved 4/19/19

PROJECT ACTIVITY		Principal Engineer $250.00 Man Hrs	Principal Engineer $250.00 Cost	Senior Project Manager $200.00 Man Hrs	Senior Project Manager $200.00 Cost	Senior Engineer $195.00 Man Hrs	Senior Engineer $195.00 Cost	Project Engineer II $135.36 Man Hrs	Project Engineer II $135.36 Cost	Sr. Construction Inspector $138.00 Man Hrs	Sr. Construction Inspector $138.00 Cost	Construction Administrator I $120.77 Man Hrs	Construction Administrator I $120.77 Cost	Basic Activity $ AMOUNT	Man Hrs by Activity	Avg Hrly Rate
Task 11	**Additional CEI Services**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**432**	**$59,616.00**	**0**	**$0.00**	**$59,616.00**	**432**	**$138.00**
Task 11 A.	Preconstruction meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00	0	$0.00
Task 11 B.	Review Contractor Pay Applications	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00	0	$0.00
Task 11 C.	Full Time RPR	0	$0.00	0	$0.00	0	$0.00	0	$0.00	432	$59,616.00	0	$0.00	$59,616.00	432	$0.00
Task 11 D.	Periodic Engineer Visits & Startup	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00	0	$0.00
Task 11 E.	Monthly construction meetings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00	0	$0.00
Task 11 F.	Review Contractor change requests	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00	0	$0.00

SUB-TOTAL HOURLY COSTS $ 59,616.00

Out-of-Pocket Expenses (actual cost - not to exceed) $ 0.00

Miscellaneous Expenses (Subconsultant) $ 0.00

NOT TO EXCEED TOTAL LUMP SUM COST $ **59,616.00**

Firm Name: McKim & Creed, Inc.

Signature: Phillip J. Locke

Phillip J. Locke
Sr. Project Manager
(Printed Name and Title)

Date: 3/31/26

H.C.U.D
Department Name

4.1.26
(Date)

Authorized Signature

BRAD SMITH
DIRECTOR OF UTILITIES
(Printed Name and Title)

HERNANDO COUNTY

Alisa Pike
Chief Procurement Officer

4-2-26
(Date)

TASK ORDERS ARE TO INCLUDE: SCOPE OF SERVICE, PROJECT TIME FRAME, FEE QUOTATION PROPOSAL, AND ANY OTHER RELATIVE ATTACHMENTS. TASK ORDERS ARE TO BE SUBMITTED IN ONE (1) SIGNED ORIGINAL COPY WITH A PURCHASE REQUISITION TO THE PURCHASING AND CONTRACTS DEPARTMENT.

Mariane Micheo

From: Joshua Walker
Sent: Tuesday, March 17, 2026 4:29 PM
To: Mariane Micheo
Subject: RE: Chalmer TO CO

30 please

Josh Walker | Project Manager-Utilities Liaison
Hernando County Utilities Department
15365 Cortez Blvd. Brooksville, FL 34613
P: 352.540.4368 X 35127
Email: JoshuaW@HernandoCounty.us
www.HernandoCounty.us

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From: Mariane Micheo <mmicheo@co.hernando.fl.us>
Sent: Tuesday, March 17, 2026 4:22 PM
To: Joshua Walker <JoshuaW@co.hernando.fl.us>
Subject: RE: Chalmer TO CO

Good afternoon,

Please advise on the number of days required for the time extension on the purchase order.

Have a wonderful day,

Mariane Micheo | Senior Accounting Clerk
HCUD Finance Department
Phone: (352) 540-4368 Ext. 35164
Email: mmicheo@co.hernando.fl.us
15365 Cortez Blvd, 2nd Floor
Brooksville, FL 34613

From: Joshua Walker <JoshuaW@co.hernando.fl.us>
Sent: Thursday, March 12, 2026 5:10 PM
To: Cintia Richardson <CRichardson@co.hernando.fl.us>
Subject: Chalmer TO CO

Hey Tia,

See attached signed fee sheet with scope for additional inspection services for the Chalmer project. The additional time is necessary due to the contractor having issues and falling behind schedule. If you need any additional information please let me know.

Thank you

Josh Walker | Project Manager-Utilities Liaison
Hernando County Utilities Department
15365 Cortez Blvd. Brooksville, FL 34613
P: 352.540.4368 X 35127
Email: JoshuaW@HernandoCounty.us
www.HernandoCounty.us

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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17365
Legal Request Number:
Bid/Contract Number:

TITLE

Ratification of Emergency Change Order to Purchase Order With Citrus Well Drilling for Well No. 11 Repair Related to Acid Treatment for Utilities Department

RESULT: ADOPTED

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
15470 FLIGHT PATH DR
BROOKSVILLE, FL 34604

PURCHASE ORDER NO. 26000453

Copy PDF

VENDOR
citruswell@earthlink.net
12967 FAX: 352-726-8788
CITRUS WELL DRILLING
PO BOX 369
HERNANDO FL 34441

SHIP TO
UTILITIES (RENEWAL & REPLAC)
15400 WISCON ROAD

BROOKSVILLE FL 34601

ORDER DATE: 01/29/26	BUYER: JAALVAREZ	REQ. NO.: RQ260514	REQ. DATE: 09/30/26
TERMS: NET 30 DAYS	F.O.B.: DESTINATION	DESC.: WELL REHAB - JAMAICA WTP	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS PURCHASE IS IN ACCORDANCE WITH VENDOR NAMED: CITRUS WELL DRILLING, COUNTY PROJECT/VENDOR QUOTE NO: NA, DATED: 12/02/2025. THE PURCHASE ORDER TERMS AND CONDITIONS (T&C) ON COUNTY QUOTE FORM SHALL APPLY (SAME REPRESENTED ON THE PURCHASE ORDER) ANY CONFLICTING LANGUAGE BETWEEN THE T&C OF THE COUNTY QUOTE FORM AND THE COUNTY PO, THE PO T&C SHALL PREVAIL. THE COUNTY CONTACT PERSON IS: BRUCE BATTEN, PHONE NUMBER: (352) 754-4490 THE CONTRACTOR CONTACT IS: RAYMOND TOWNSEND, PHONE NUMBER: (352) 726-5454 EMAIL: CITRUSWELL@EARTHLINK.NET		
01	1.00	EA	WELL MAINTENANCE AND REPAIR AND DRILLING SERVICES - WELL REHAB	37800.0000	37,800.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	07201 5304616	37,800.00	

PAGE TOTAL $	37,800.00
TOTAL $	37,800.00

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 34604-6823
Vendor Portal Path

26000453

Purchase Order

Fiscal Year 2026

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Purchase Order Number	**26000453-001**
Purchase Order Date	**01/29/2026**
Department	**HCUD-ENGINEERING**
Required By	**09/30/2026**
Payment Terms	**45 Days**

Bill To
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE, FL 34613

Ship To
UTILITIES ENGINEERING
15365 CORTEZ BLVD
BROOKSVILLE, FL 34613

Vendor
CITRUS WELL DRILLING
PO BOX 369
HERNANDO, FL 34441

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
		101848		

NOTES

WELL REHAB - JAMAICA W

Contract #: NA Grant GMS #: NA
CO # 1 is to add Line 2 to replace damaged drop pipe per Quote.
Add Line 2 $ $32,759.00 Line Description Well #11 Drop Pipe Replacement;
New Line Total $32,759.00
Dept 200 Account 14102-40-53600-534600 Line #2 $32,759.00
Old PO Total $37,800.00 New PO Total $70,559.00

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	WELL MAINTENANCE AND REPAIR AND DRILLING SERVICES - WELL REHAB	1.0000	EA	$37,800.0000	$37,800.00
	GL #: B411-200-14102-40-53600-534600- $37,800.00				
2	Drop Pipe Replacement	1.0000	EA	$32,759.0000	$32,759.00
	GL #: B411-200-14102-40-53600-534600- $32,759.00				

GL SUMMARY

B411-200-14102-40-53600-534600- $70,559.00

See Terms and Conditions on the reverse side.

Chief Procurement Officer

Total Ext. Price	$70,559.00
Purchase Order Total	**$70,559.00**

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 Procurement Department. Failure of a Vendor/Contractor to deliver according to this purchase order awarded to them or to comply with any of the terms and conditions therein may disqualify them 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

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DELIVERY

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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, Ch. 218, Florida Prompt Payment Act. Payment for accepted equipment/supplies/services will be accomplished by submission of an invoice to the “bill 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 hazardous chemical/substance purchased which is classified as toxic under OSHA’s Hazard Communication Standard. Appropriate labels and MSDSs shall be provided for all shipments.

OSHA REQUIREMENT

The Vendor/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 to incorporate the IMAGE best employment practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors. The IMAGE Best Employment Practices can be found on the U.S. Immigration and Customs Enforcement website at https://www.ice.gov/outreach-programs/image.

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.

The Vendor/Contractor shall maintain in effect at all times during the performance of the services insurance coverage according to the Contract between Vendor/Contractor and County. All waiver of subrogation provisions of the Contract apply. In the absence of a current Contract, the Vendor/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; Vendor/Contractor shall endorse Hernando County as an additional insured on the commercial general liability (additional insured shall read "Hernando County Board of County Commissioners”); Vendor/Contractor waives subrogation as to the General Liability policy unless a policy condition prohibits pre-loss waiver of subrogation, in which case Vendor/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
Worker's Compensation	Statutory requirements at location of work
Employer's Liability	$ 100,000 each accident
	$ 100,000 by employee
	$ 500,000 policy limit
Commercial General Liability	$ 2,000,000 General Aggregate
(Additional Insured & Wavier	$ 2,000,000 Products-Comp. Ops Agg, $ 1,000,000 Each Occurrence
Of Subrogation)	$ 5,000 Medical Expense
Automobile Liability Option of	$ 1,000,000 Combined Single Limit (owned, hired and non-owned)
Split Limits:	
(1.) Bodily Injury	$ 1,000,000 Per Person or $1,000,000 Per Accident

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: Citrus Well Drilling LLC Vendor Number: 101848

Address: P.O.Box 369 Hernando, FL 34441

Vendor Contact: Ray Townsend Phone #: 352.302.1481 Email: citruswell@earthlink.net

Department Contact: Bruce Batten Phone #: 352.754.4490 Ext 35532

Department #: 07111 Account #: 07201-5304616 Project Code: _____

Approval Group: AG_____ Ship To Number/Code: _____ Contract #: _____ Expires: _____

DATE OF DECLARED EMERGENCY : 3/27/26 **ESTIMATED COST: $** 32,759

BRIEF DESCRIPTION OF THE EMERGENCY:

See Attached Emails + Quote.

Dept: 202 ACCT: B411-200-14102-40-53600-534600 Ship to: 07201/ 154400 Wiscon

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): Fire flow protection and peck demand.
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): _____

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: Bruce Batten Date: 3/27/26

Department Director/Manager: Ricky Leach Date: 3/27/26

Procurement Approver: _____ Date: 3/27/26

Place this document in the emergency file and attach a copy to the Purchase Order/Credit Card along with any back up documentation. Emergency Form 4 Created: 9/1/2023

C.W.D.I., Inc. dba
Citrus Well Drilling
P.O. Box 369
Hernando, FL 34441
352-726-5454

Date	ESTIMATE #
3/20/2026	14233

Name / Address	Ship To
Hernando County Utilities **15400 Wiscon Road** **Brooksville , Fl. 34601** **Voice: 352-754-4490** **Fax: 352-754-4167**	**Well # 11** **Jamaica**

Terms	Rep
Good for 30 days	RT

Ray & Todd's Cell Numbers

Ray's 352-302-1481	Todd's 352-302-1481

Qty	Item	Description	Cost	Total
		03/20/2026 ADDED ITEMS TO BE ESTIMATED FOR POSSIBLE NECESSARY REPAIRS: NEW COLUMN PIPE, NEW STAINLESS STEEL LINE SHAFT AND COUPLINGS, NEW STAINLESS STEEL SPIDERS WITH GLIDE INSERTS		
14	rtx 6"x1....	6" x 1-3/16" x 10' column pipe complete assembly with HDPE Type G insert, SS spider, SS lineshaft & SS coupling	1,340.00	18,760.00
140	sbc	Sand Blast 6" column pipe for NSF600 Two Part Epoxy Coatings on ID and OD of column pipe.	78.00	10,920.00
1	NFI	Sand Blast pump and paint with NSF600 Two Part Epoxy coatings on OD of pump	550.00	550.00
1	tpsb	Repair stuffing box with new bearing, water slinger & packing	345.00	345.00
1	tphs	Machined 1-3/16" Stainless Steel Headshaft complete with NEW bearing & NEW packing in stuffing box Connection. Two short 6" column pipe so EXTRA spider can be run immediately below discharge head to stabilize Stainless Steel shaft below stuffing box to give more long term protection to VHS Motor.	1,034.00	1,034.00
2	cut 6-1	1 cuts on 6" column pipe, 2 threads, 1 - 6" column coupling with 6" stainless steel spider and spider Glide bearing inserts for EXTRA PROTECTION on pump end and VHS motor end TO PROCURE THE COLUMN PIPE AND HAVE IT BLASTED AND PAINTED WILL TAKE APPROXIMATE 2-3 WEEKS AFTER OK TO PROCEED.	575.00	1,150.00

Total $32,759.00

Fran Hallet

From: Bruce Batten
Sent: Wednesday, March 25, 2026 11:37 AM
To: Jessica Alvarez
Cc: Grace Sheppard; Katrina Tejera; Fran Hallet
Subject: Re: Request to Increase PO 26000453 – Jamaica WTP Well #11

No, I was waiting on purchasing approval first, before I had Citrus Welling Drilling order the pipe.

Thanks

Bruce Batten

HERNANDO COUNTY UTILITIES DEPT.
Chief Water & Wastewater Plant Operator
15400 Wiscon Rd.
Brooksville, Fl 34601
P 352.754.4490 Ext: 35532

From: Jessica Alvarez <jaalvarez@co.hernando.fl.us>
Sent: Wednesday, March 25, 2026 11:32 AM
To: Bruce Batten <bbatten@co.hernando.fl.us>
Cc: Grace Sheppard <GSheppard@co.hernando.fl.us>; Katrina Tejera <KTejera@co.hernando.fl.us>; Fran Hallet <FHallet@co.hernando.fl.us>
Subject: Re: Request to Increase PO 26000453 – Jamaica WTP Well #11

Hi Bruce,

Fran is wanting to know if the damaged drop pipe work has been started yet?

Jessica Alvarez| Accounting Clerk III
HCUD Finance Department
Phone: (352) 540-4368 Ext. 35174
Email: jaalvarez@co.hernando.fl.us
15365 Cortez Blvd, 2nd Floor
Brooksville, FL 34613

From: Bruce Batten <bbatten@co.hernando.fl.us>
Sent: Friday, March 20, 2026 2:12 PM
To: Jessica Alvarez <jaalvarez@co.hernando.fl.us>; Mariane Micheo <mmicheo@co.hernando.fl.us>
Cc: Utilities Finance <Util_Finance@co.hernando.fl.us>; Joe Fretto <JFretto@co.hernando.fl.us>; Ricky Leach

<RLeach@co.hernando.fl.us>; Landis Legg <LandisL@co.hernando.fl.us>
Subject: Request to Increase PO 26000453 – Jamaica WTP Well #11

I am requesting an increase of $32,759 to Purchase Order 26000532 for Citrus Well Drilling related to the acid treatment of Well #11 at the Jamaica Water Treatment Plant. During the acid treatment process, the contractor pulled the well, and it was discovered that the existing drop pipe is in poor condition and requires full replacement. This condition could not have been identified prior to pulling the pump as part of the treatment process. The drop pipe must be replaced before the well can be placed back into service. This work is necessary to restore proper operation and maintain system reliability.

Please see the attached original PO and the new invoice. Let me know if you need any thing else.

Thanks

Bruce Batten

HERNANDO COUNTY UTILITIES DEPT.
Chief Water & Wastewater Plant Operator
15400 Wiscon Rd.
Brooksville, Fl 34601
P 352.754.4490 Ext: 35532

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Procurement Department
Prepared By: Fran Hallet
Initiator: Carla Rossiter-Smith
DOC ID: 17418
Legal Request Number:
Bid/Contract Number:

TITLE

Utilization of Solid Waste Authority of Palm Beach County Agreement With Paradigm Software, LLC, for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System for ScaleHouse Software for Hernando County Solid Waste Department (Contract No. 26-P0288; Amount: $134,313.75)

RESULT: ADOPTED

SWA
SOLID WASTE AUTHORITY

YOUR PARTNER FOR
SOLID WASTE SOLUTIONS

AGREEMENT FOR

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

BETWEEN

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

AND

PARADIGM

AGREEMENT NO. 19-202

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EXHBITS

1. Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules attached to any Addendum

AGREEMENT FOR PROFESSIONAL SERVICES

This Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, including Exhibit 1 (hereinafter the "AGREEMENT") AGREEMENT is made and entered into as of November 13, 2019, by and between the **Solid Waste Authority of Palm Beach County**, a dependent district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as the "AUTHORITY") and **PARADIGM SOFTWARE, LLC** (hereinafter referred to as "PARADIGM"), a Limited Liability Corporation, whose Federal Employer ID Number is 37-1348708;

Whereas, in accordance with the AUTHORITY's Request for Proposals No. 19-202/DL, solicited to employ the services of PARADIGM for the purpose of providing INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM Services, and;

Whereas, PARADIGM represents it is qualified, capable and prepared to provide such services.

Now, therefore, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated herein by reference.

Term of AGREEMENT shall be in force from the Effective Date being the date of this AGREEMENT set forth above until the expiration of the License Agreement, unless terminated earlier in accordance with its terms. Certain provisions of this AGREEMENT may extend past termination, including warranty provisions, and insurance and indemnification obligations of PARADIGM. This prerogative will be exercised only when such continuation is clearly in the best interest of the AUTHORITY as determined in its sole and unfettered discretion. Such extension shall be in the form of a written Amendment to the AGREEMENT executed by both parties.

ARTICLE 2 – THE AGREEMENT, INCORPORATION BY REFERENCE, AND INTERPRETATION

The full scope and content of this AGREEMENT for Professional Services between the AUTHORITY and PARADIGM shall consist of the following documents, and in the event of any conflict between the terms or provisions of these documents or a need for clarification arises when interpreting this AGREEMENT, the following order of precedence shall govern when interpreting or clarifying any portion of this AGREEMENT:

2.1 This AGREEMENT for Professional Services and the Standard Support Services and Licensing Agreement, including Addendums A-D and Exhibits or Schedules to any Addendum(s) attached hereto and incorporated in this AGREEMENT (hereinafter Exhibit "1") and

2.2 The AUTHORITY's Purchasing Manual, Section 6; and

2.3 The Request for Proposal No. 19-202/DL issued by the AUTHORITY for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System dated October 2018 (hereinafter the "RFP"); and

2.4 The PARADIGM's (formerly the "Proposer") Technical Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System RFP #19-202/DL, consisting of 11 Exhibits and totaling 331 pages (hereinafter the "Proposal");

2.5 The Parties hereto specifically understand and agree that the documents, including any attachments or exhibits thereto, referenced in Section 2.1, 2.2, 2.3, 2.4 and 2.5, above, are being incorporated by specific reference into this AGREEMENT. Further, the Parties also specifically agree that these documents have been sufficiently described for such incorporation by reference, that they read and are sufficiently familiar with these documents, and they constitute a part of this AGREEMENT for Professional Services as a whole, and that they intend to be bound by the terms of same as part of this AGREEMENT.

ARTICLE 3 – SERVICES TO BE PERFORMED BY PARADIGM

3.1 PARADIGM shall perform the services specifically set forth in Exhibit 1 and also in Part 4 of its Proposal, including all sub-parts; however, any services related to Optional Recyclable Commodity Sales and Billing System to Replace CSI, as set forth in Part 4 – 4.4.1 and 4.4.2 Section 2 – A.5 and B.12 of its Proposal are specifically excluded from such services.

3.2 Additional Work or Services: PARADIGM may also be required to perform additional work or services authorized by the AUTHORITY. This additional work or services shall be referred to as Work Assignments and shall each set forth the specific work to be performed, the amount of compensation, and the completion date. These Work Assignments shall be done through modification of this AGREEMENT in accordance with Article 23 of this AGREEMENT.

ARTICLE 4 - COMPENSATION

4.1 The AUTHORITY shall pay PARADIGM as set forth in Exhibit 1.

4.2 In addition, the parties may negotiate for Additional Work or Services with agreed upon compensation as set forth in Article 3.2 above.

4.3 PARADIGM shall submit invoices for payment to the AUTHORITY. The invoices shall include a detailed statement of progress toward or completion of Project Milestones. There shall be no reimbursable expenses except as specifically set forth in Exhibit 1 and such reimbursable amounts for travel charges, if any, costs or other expenses shall not exceed the permissible amounts allowed under Florida law.

4.4 Payment of invoices shall be due and payable as set forth in Exhibit 1. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412
Attn: Accounts Payable

4.5 PARADIGM will clearly mark its final/last billing with the words Final Invoice, which PARADIGM shall provide to the AUTHORITY 90 days after go-live date set forth in Exhibit 1.This will certify that all services have been fully performed and Milestones satisfactorily completed and Accepted under this AGREEMENT and that all allowable outstanding reimbursable expenses and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the final invoice, shall be waived by PARADIGM. The AUTHORITY shall have no responsibility for the payment or reimbursement of any additional charges or costs after PARADIGM's submission of the Final Invoice referenced herein.

ARTICLE 5- INSURANCE

5.1 During the performance of the Services under this AGREEMENT, PARADIGM shall maintain the following insurance policies, and be written by an insurance company authorized to do business in Florida.

1. **General Liability** Insurance with bodily injury limits of not less than $1,000,000 for each occurrence, and with property damage limits of not less than $1,000,000 for each occurrence.

2. **Automobile Liability** Insurance with bodily injury limits of not less than $1,000,000 for each person and not less than $500,000 for each accident and with property damage limits of not less than $500,000 for each accident.

3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than $500,000 for each accident, $500,000 for each

disease, and $500,000 aggregate.

4. **Cyber Liability** Insurance with limits of not less than $5,000,000 for each wrongful act.

5.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.

5.3 PARADIGM shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** written notice has been made to the AUTHORITY. PARADIGM shall include AUTHORITY as an **Additional Insured** on the General Liability, Cyber Liability, and Automobile Liability insurance policy required by the AGREEMENT. All of PARADIGM's sub-contractors shall be required to include AUTHORITY and PARADIGM as **Additional Insured** on all of their liability insurance policies.

5.4 PARADIGM's naming of the AUTHORITY as an additional insured on all of its liability insurance policies pursuant to this AGREEMENT shall afford coverage for the negligent and willful acts of PARADIGM, its agents, sub-contractors, or any other person(s) working for or on behalf of PARADIGM and performing any services required under this AGREEMENT. Any insurance the PARADIGM is required to provide under this AGREEMENT is limited to the terms and conditions of indemnity provisions in the AGREEMENT.

5.5 In the event that an agent, sub-contractor or other person(s) are used by PARADIGM in the performance of this AGREEMENT and they do not have insurance, or the insurance does not meet the insurance limits required under this AGREEMENT, PARADIGM shall indemnify and hold harmless the AUTHORITY for any claim in excess of the sub-contractor's insurance coverage.

5.6 PARADIGM shall not commence work under this AGREEMENT until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

ARTICLE 6 - STANDARD OF CARE

6.1 PARADIGM warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field as more fully set forth in Exhibit 1.

ARTICLE 7 - INDEMNIFICATION

7.1 **INDEMNIFICATION**

The indemnification provisions of this AGREEMENT are contained in Exhibit 1 and the services, obligations, duties and responsibilities set forth therein are intended to survive the termination or completion of this AGREEMENT. PARADIGM shall indemnify and hold harmless the AUTHORITY, and its officers and employees, from liabilities, damages or losses of any type whatsoever, including costs and attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PARADIGM, its agents, sub-contractors; or other persons employed or utilized by PARADIGM in the performance of this AGREEMENT.

7.2 SURVIVAL

Upon completion of all services, obligations and duties provided for in this AGREEMENT, or in the event of termination of this AGREEMENT for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

8.1 PARADIGM is, and shall be, in the performance of all work services and activities performed under this

AGREEMENT, an Independent contractor and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the PARADIGM's sole direction, supervision, and control. PARADIGM shall exercise sole and exclusive control over the means and manner in which it and its employees perform the work, and in all respects PARADIGM's relationship and the relationship of its employees to the AUTHORITY shall be that of an independent contractor and not as employees or agents of the AUTHORITY.

8.2 PARADIGM does not have the power or authority to bind the AUTHORITY in any promise, AGREEMENT, or representation other than specifically provided for in this AGREEMENT.

ARTICLE 9 - AUTHORITY'S RESPONSIBILITIES

The AUTHORITY's obligations under this AGREEMENT are set forth in Exhibit 1 and include providing access to all project sites, and providing information on hand required by PARADIGM, including existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY. Additionally, the AUTHORITY's responsibilities shall include those set forth in Part 5. AUTHORITY Responsibilities at pp. 309-311 of PARADIGM's Proposal.

ARTICLE 10 - UNCONTROLLABLE FORCES

10.1 The Force Majeure provisions of this AGREEMENT are set forth in Exhibit 1. Neither the AUTHORITY nor PARADIGM shall be considered to be in default of this AGREEMENT if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this AGREEMENT and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if non-performance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this AGREEMENT.

ARTICLE 11 - SEVERABILITY

11.1. The invalidity, illegality, or unenforceability of any provision of this AGREEMENT, or the occurrence of any event rendering any portion or provision of this AGREEMENT void, shall in no way affect the validity or enforceability of any other portion or provision of the AGREEMENT. Any void provision shall be deemed severed from the AGREEMENT and the balance of the AGREEMENT shall be construed and enforced as if the AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to reform the AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

11.2 The provisions of this section shall not prevent the entire AGREEMENT from being void should a provision which is of the essence of the AGREEMENT be determined to be void.

ARTICLE 12 - TRUTH-IN-NEGOTIATION CERTIFICATE

12.1 Execution of this AGREEMENT by the PARADIGM shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this AGREEMENT are accurate, complete, and current as of the date of the AGREEMENT.

12.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside PARADIGM. The AUTHORITY shall exercise its rights under this AGREEMENT within one (1) year following payment.

ARTICLE 13 - PUBLIC RECORDS, ACCESS AND AUDITS

13.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

13.2 **DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

IF PARADIGM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES; PARADIGM'S RESPONSIBILITY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL 33412
561-640-4000 EXT. 4606
RECORDS CUSTODIAN@SWA.ORG

13.3 PARADIGM shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/) after completion or termination of this AGREEMENT. Upon AUTHORITY'S request, PARADIGM shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.

13.4 Notwithstanding anything herein to the contrary, PARADIGM expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this AGREEMENT; ii) acting on behalf of the AUTHORITY in the performance of this AGREEMENT; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

13.5 Any public records requests directed to, or related in any way to this AGREEMENT, shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager, they shall immediately notify PARADIGM and PARADIGM must provide the records or allow access to the records within a reasonable time. If PARADIGM fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10(2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed $1,000.

13.6 Therefore, PARADIGM is required to:

1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;

2) Upon AUTHORITY's request from the AUTHORITY's Records Manager; provide the AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida 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 AGREEMENT term and following the completion of the AGREEMENT if PARADIGM does not transfer the records to the AUTHORITY; and

4) Upon completion of the AGREEMENT, transfer at no cost to the AUTHORITY, all public records in possession of PARADIGM or keep and maintain public records to the AUTHORITY upon completion or termination of the AGREEMENT; PARADIGM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If PARADIGM keeps and maintains public records upon completion of the AGREEMENT, PARADIGM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY's Records Manager, either during performance of the AGREEMENT or after termination or completion of the AGREEMENT in a format that is compatible with the information technology systems of the AUTHORITY.

13.7 Failure of PARADIGM to comply with these requirements shall be a material breach of this AGREEMENT.

ARTICLE 14 - INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049, which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal AGREEMENT (ILA) for Inspector General Services. This AGREEMENT provides for the Inspector General to provide services to the AUTHORITY in accordance with the authority, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this AGREEMENT. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of PARADIGM, PARADIGM its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 15 - NOTICE

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

AS TO AUTHORITY

Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, Florida 33412

Attention: Executive Director
Office No.: 561-640-4000 Ext. 4522 Fax No.: 561-640-3400

AS TO PARADIGM

Paradigm Software, L.L.C.
113 Old Padonia Road
Suite 200
Cockeysville, Maryland 21030

Attention: Mr. Jackie W. Barlow, II, Chief Operating Officer
Office No.: 410-329-1300 Fax No.: 443-275-2509 E-Mail: jackie.barlow@paradigmsoftware.com

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of PARADIGM and AUTHORITY by other means.

ARTICLE 16 - CONTRACT ADMINISTRATION

Services of PARADIGM shall be under the general direction of **Director of Finance**, or designee, who shall act as the AUTHORITY's representative during the term of the AGREEMENT.

ARTICLE 17 - KEY PERSONNEL

PARADIGM shall notify the AUTHORITY in the event of key personnel changes which might affect this AGREEMENT. Notification shall be made to the AUTHORITY, in writing, within ten (10) days of said changes. The AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Art Cate – Vice President of Implementations
Office No.: 410-329-1300 E-Mail: art.cate@PARADIGMsoftware.com

[redacted]

ARTICLE 18 – EQUAL BUSINESS OPPORTUNITY PROGRAM

18.1 **SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (S/M/WBE) PARTICIPATION:**

The Governing Board of the AUTHORITY a has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population, including, but not limited to small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY's procurement process as described in Section 6 of the Purchasing Manual, as incorporated herein.

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific Affirmative Procurement Initiative (API) to this AGREEMENT. PARADIGM hereby acknowledges and agrees the selected API requirement shall also be extended to any change order or subsequent contract modification, and absent EBO's granting

of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this AGREEMENT.

SMALL BUSINESS ENTERPRISE (SBE) SUB-PARADIGM PARTICIPATION:

The AUTHORITY established a mandatory 10% participation goal for Small Business Enterprise (SBE) participation in this AGREEMENTAGREEMENT in accordance with the solicitation.

B. Sub-Contractor/Supplier Utilization Plan:

The Sub-Contractor's Supplier Utilization Plan submitted by PARADIGM to the AUTHORITY with its proposal for this AGREEMENT contains the names of the certified S/M/WBE Sub-PARADIGMs to be used by PARADIGM on this AGREEMENT, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Sub-Contractor, and supporting documentation, including a description of each S/M/WBE Sub-Contractor's scope of work and confirmation of each S/M/WBE Sub-PARADIGM's commitment to perform such scope of work for an agreed upon dollar amount is hereby attached and incorporated by reference into the material terms of this AGREEMENT. In the absence of a waiver granted by the EBO, the failure of PARADIGM to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its AGREEMENT shall be a material breach and grounds for termination of the AGREEMENT with the AUTHORITY , and may result in debarment from performing future AUTHORITY contracts, withholding of payment for retainage up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies available under the terms of this AGREEMENT for violations of the EBO Program Policy, or under any other law.

C. Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments made to local certified S/M/WBE firms providing goods and/or services necessary to support the required services under this AGREEMENT by actual payments made to the Prime PARADIGM.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from any certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the PARADIGM's plan submitted in response to the solicitation giving rise to this AGREEMENT must have had a valid certification prior to the due date for responses to RFP No. 19-202/DL. Certified local S/M/WBE firms added after contract award must have a valid certification prior to the date upon which they are added. Furthermore, such firms shall be domiciled in Palm Beach County as defined in the AUTHORITY's Purchasing Manual, Section 6, incorporated herein by specific reference, as of the aforementioned dates required for certification.

D. Demonstration of Good Faith Effort:

For the purposes of this AGREEMENT, "Good Faith Effort" as defined in the AUTHORITY's Purchasing Manual, is incorporated herein. The Sub-Contractor Supplier Utilization Plan is a binding part of this AGREEMENT which states the PARADIGM's commitment for the use of Sub-PARADIGMs/Suppliers in the performance of this AGREEMENT, and states the name, scope of work, and dollar value of work to be performed by each of PARADIGM's Sub-Contractor's/Suppliers in the course of the performance of this AGREEMENT, specifying the S/M/WBE Certification category for each Sub-Contractor/Supplier, as approved by the EBO Office by submitting such additions, deletions or modifications of the Sub-Contractor/Supplier names, scopes of work, or dollar values of work to be performed. Upon approval by the EBO office or its designee of the requested additions, deletions or modifications, it shall constitute a duly authorized modification of this AGREEMENT. Among other things, in demonstration of a Good Faith Effort in relation to this AGREEMENT, PARADIGM shall follow all requirements of the EBO Program,

including:

1. If, awarded PARADIGM is unable to meet the participation requirements for S/M/WBEs specified in its Sub-Contractor/Supplier Utilization Plan, PARADIGM shall seek substitute or additional S/M/WBEs to fulfill the requirements. The requested substitution must be approved by the Coordinator of the EBO Office or designee and the Originating Department Director or designee.

2. If, after reasonable Good Faith Efforts, the PARADIGM is unable to find an acceptable substitute or additional S/M/WBE, a post-award waiver shall be requested by the PARADIGM. The request shall document the reasons for the PARADIGM's inability to meet the goal requirement. In the event the PARADIGM is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or additional replacement for the initial S/M/WBE proposed utilization, the AGREEMENT may, in the AUTHORITY's sole discretion, be terminated for material breach and or other penalties and sanctions within the law.

3. If requesting a post-award vendor subcontracting waiver, the PARADIGM shall request waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form (See EXHIBIT "C"). Documentation and supporting evidence of all good faith efforts made to comply with the subcontracting goal must also be submitted.

E. Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. PARADIGM acknowledges that the AUTHORITY's EBO Program is in furtherance of the AUTHORITY's efforts at economic inclusion, and that PARADIGM's commitments, including but not limited to, the Sub-Contractor Supplier Utilization Plan, are part of PARADIGM"s scope of work as referenced in the AUTHORITY's RFP that formed the basis for contract award and subsequent execution of this AGREEMENT. PARADIGM's compliance with the EBO Program and exercise of a Good Faith Effort to achieve the SBE Participation Goals are considered by the parties to this AGREEMENT to be material terms. PARADIGM voluntarily agrees to fully comply with the EBO Program terms as a condition for being awarded this AGREEMENT by the AUTHORITY. Without limitation, PARADIGM further agrees to the following terms as part of its contract compliance responsibilities under the EBO Program:

   a) PARADIGM shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding PARADIGM's utilization and payment of and all of its sub-PARADIGMs and suppliers, including both S/M/WBE and non-S/M/WBE firms for their performance of Commercially Useful Functions on this AGREEMENT, including, but not limited to, the timely submission of completed forms to the Office of EBO as specified in the EBO Program Policy & Procedures, the timely submittal of Monthly Sub-Contractor Supplier Utilization Reports (EXHIBIT "D"), and when established, the entry of data into the Centralized Bidder Registration System (CBR), and ensuring the timely compliance of its sub-contractors and suppliers with this requirement;

   b) PARADIGM shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non-compliance with EBO Program requirements on the part of PARADIGM or its Sub-PARADIGMs or suppliers;

   c) PARADIGM shall permit the EBO, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Sub-Contractors and workers to determine whether there has been a violation of the terms of this AGREEMENT;

d) PARADIGM shall immediately notify the AUTHORITY through the EBO or the Originating Department for this AGREEMENT of any proposed changes to PARADIGM's Sub-Contractor / Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by PARADIGM to replace the Sub-Contractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Sub-Contractor / Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by PARADIGM of work previously designated for performance by Sub-Contractor or supplier, substitutions of new Sub-Contractors , terminations of previously designated Sub-Contractors, or reductions in the scope of work and value of work awarded to Sub-Contractors or suppliers by submitting a Post Award Vendor Subcontracting Waiver Request (EXHIBIT "E") and Change To Utilization Plan form (EXHIBIT "F"), and shall be subject to advanced written approval by the Originating Department and the EBO;

e) PARADIGM shall immediately notify the Originating Department and EBO of any transfer or assignment of its AGREEMENT with the AUTHORITY, as well as any transfer or change in its ownership or business structure;

f) PARADIGM shall retain all records of its Sub-Contractor payments for this AGREEMENT for a minimum of five (5) years following the conclusion of this AGREEMENT;

g) In instances wherein the EBO determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a PARADIGM's Sub-Contractor/Supplier Utilization Plan, PARADIGM shall not be given credit for the participation of its S/M/WBE sub-Contractor(s) or joint venture partner(s) towards attainment of S/M/WBE firm utilization goals, and PARADIGM and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures and any other penalties allowed by law.

h) PARADIGM acknowledges that the AUTHORITY will not execute an AGREEMENT for this Project until PARADIGM and each of its Sub-Contractors for this Project have registered and/or maintained active status in the AUTHORITY's Vendor Registration System and when established its CBR, and PARADIGM has represented to the AUTHORITY which primary commodity codes each registered Sub-Contractor will be performing under for this AGREEMENT;

i) PARADIGM acknowledges that the AUTHORITY will not execute this AGREEMENT for this Project until the PARADIGM provides an executed AGREEMENT with each of its S/M/WBE Sub-Contractors or suppliers with a contract term having the same as with this AGREEMENT at a minimum.

F. Affirmative Procurement Initiatives – Compliance

1. Commercial Nondiscrimination Policy Compliance:

As a condition of entering into this AGREEMENT, the PARADIGM represents and warrants that it has complied with throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY's Commercial Nondiscrimination Policy, as described under Section 6 of its Purchasing Manual, as incorporated herein. As part of such compliance, PARADIGM shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Sub-Contractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Sub-Contractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the

AUTHORITY's relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this AGREEMENT and may result in termination of this AGREEMENT, disqualification of the company from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. PARADIGM's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the AUTHORITY pursuant to the bid solicitation for this AGREEMENT is hereby attached and incorporated into the material terms of this AGREEMENT. PARADIGM shall incorporate this clause into each of its Sub-Contractor and supplier Agreements entered into pursuant to AUTHORITY contracts.

a) By execution of this AGREEMENT, PARADIGM certifies that the statements set forth above in this section are true and correct.

2. Prompt Payment:

Upon execution of this AGREEMENT by PARADIGM, it shall be required to submit to the AUTHORITY accurate payment information with each invoice regarding each of its sub-Contractors to ensure that the PARADIGM reported subcontractor participation is accurate. PARADIGM shall pay its Sub-Contractors in compliance within timeframes set forth within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, PARADIGM acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this AGREEMENT to:

a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;

b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;

c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;

d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program; and

e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:
Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through Section 6.4 of the AUTHORITY's Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

a) Suspension of contract;

b) Withholding of funds;

c) Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

d) Refusal to accept a response or proposal; and

e) Disqualification of PARADIGM or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change) (upon AUTHORITY Board approval).

ARTICLE 19 – AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES

19.1 PARADIGM agrees that this AGREEMENT constitutes an offer to all governmental entities in the State of Florida and throughout the United States or its territories under the same terms and conditions, for the same prices and for the same effective period as specified in this AGREEMENT should PARADIGM deem it in the best interest of their business to do so.

ARTICLE 20 – THIRD PARTY BENEFICIARY DISCLAIMER

Third Party Beneficiaries, if any, shall only include those set forth in Exhibit 1.

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In Witness Whereof, the Solid Waste Authority of Palm Beach County, and Paradigm Software, L.L.C. has executed this AGREEMENT all as of the day and year first above written.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

Witness:

1. _____

2. _____

By: _____
Daniel Pellowitz
Executive Director

APPROVE AS TO LEGAL SUFFICIENCY

By: _____
Howard J. Falcon, III
General Counsel

APPROVE AS TO TERMS AND CONDITIONS

By: _____
Signature

STEVEN D. PARRIS
Print Name

DIRECTOR FINANCIAL SERVICES
Title

PARADIGM SOFTWARE, L.L.C.:

Attest:

_____
(Corporate Secretary)

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Witness:

1. _____

2. _____

Date: 11/08/2019

(Affix Corporate Seal)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

Paradigm Software System, L.L.C. ("Paradigm"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Attachments, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide to the Solid Waste Authority of Palm Beach County, Florida (the "Authority"), and the Authority agrees to purchase and accept, a license for the specific computer Software System and support services relating to the CompuWeigh™ Version 6 (the "Software System") from Paradigm to the Authority in accordance with the terms and conditions of this Agreement. From time to time, Paradigm and the Authority may each be referred to as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Paradigm acknowledges and agrees that the Authority is contracting for an off-the-shelf Software System designed for solid waste management scale operations, waste materials accounting and reporting, point of sale ("POS") and the Authority accounts receivable billing activities for an existing system of weigh scale sites located throughout Palm Beach County, Florida. The system shall include a fully integrated accounts receivables system ("A/R System"), which A/R System is a component of the products to be provided by Paradigm under this Agreement, and shall provide the Software System and other services necessary to service the Authority's six (6) transfer stations, two (2) renewable energy facilities, a recovered Materials Processing Facility, a Biosolids Processing Facility, and a landfill all currently operated by the Authority, as well as any other location or site hereinafter used by the Authority for its business operations in Palm Beach County, Florida (hereinafter collectively the "Authority's Facilities").

WHEREAS, Paradigm has also agreed to provide services to the Authority under this Agreement in accordance with the terms and conditions contained herein. Amendments to this Agreement cannot vary any terms or conditions of this Agreement without clearly referencing the paragraph number that is being altered, changed or amended. In reliance on the representations and warranties of Paradigm set forth in (i) this Agreement, and (ii) Paradigm's Response (as hereinafter defined) to the Authority's Request for Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL dated October 2018 (the "RFP"); as noted above, Paradigm's response is entitled "Proposal for Solid Waste Authority of Palm Beach County, FL For Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System, RFP No. 19-202/DL" submitted under cover letter dated January 14, 2019 ("Paradigm's Response"), all such representations and warranties are incorporated in this Agreement. For the purposes of this Agreement, the Parties hereby acknowledge and agree that Paradigm's proposed Standard Support Services and Licensing Agreement and all Addenda and Exhibits thereto, set forth on pages 255-308 of Paradigm's Response are specifically excluded from the incorporation by

reference provided herein, and shall be of no further force or effect as such proposed agreement has been superceded by this Agreement.

WHEREAS, the Authority has retained Paradigm to perform and Paradigm has agreed to perform the Scope of Work pursuant to the Implementation Milestones set forth on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) in accordance with the Terms and Conditions set forth in this Agreement, and for each year during the Term (as hereinafter defined) of this Agreement to perform and deliver, or cause to be performed and delivered, the Software System, Support Services and the License set forth in this Agreement. This Agreement may be executed in parts and may be amended by written amendment signed by the Authority and Paradigm.

WHEREAS, the following terms shall apply to this Agreement.

(a) Territory: to serve users locally and remotely at the Authority's Facilities with respect to the Authority's operations and activities in Palm Beach County, Florida.

(b) Field of Use: an Integrated POS/Vehicle scale software management and accounts receivable system used in the solid waste management services and recycling service and programs performed by the Authority for Palm Beach County's 1.4 million residents and businesses.

WHEREAS, Paradigm agrees and hereby grants to the Authority a royalty-free, paid-up, nonexclusive, nontransferable license to use, maintain and integrate (through program interfaces or other methods) the Software System and all standard functionality of Paradigm's standard software and the functionality described in the RFP, Paradigm's Response, and this Agreement (the "License"), to deliver and install the Software System, and to sell, deliver and install for the Authority the hardware necessary to use the Software System in accordance with the terms and conditions of this Agreement.

WHEREAS, Paradigm and the Authority hereby agree that these Recitals are an important part of this Agreement and are incorporated into and a part of this Agreement.

WHEREAS, the relationship between Paradigm and the Authority are governed by this Agreement, including without limitation, any and all modifications, configurations, and custom programming, as specified in the attached as well as all revisions or ordered customizations of the Software System.

This Agreement has the following documents attached hereto:

- Terms and Conditions
- ADDENDUM A: System Implementation

  Exhibit A: Scope of Work (Implementation Milestones)
  Exhibit B: Purchase Price Schedule

Exhibit C: Payment Schedule
Exhibit D: Hardware Inventory

- ADDENDUM B: Service Levels
- ADDENDUM C: Escrow Agreement
- ADDENDUM D: Credit Card Processing

Schedule A
Schedule B

NOW THEREFORE, for consideration paid, the sufficiency of which is hereby acknowledged and agreed to, Paradigm and the Authority hereby agree as set forth below.

TERMS AND CONDITIONS

1. LICENSE.

(a) Background. Paradigm and/or its suppliers have designed, developed, and made available proprietary computer software containing trade secrets of Paradigm and/or its suppliers which will be incorporated in the Software System designed for the Authority. Use of the Software System is strictly governed by the terms of this Agreement. No right, title, interest, privilege or ownership in the Software System is transferred to the Authority. The License granted hereby is for use by the Authority and the parties which the Authority serves in the Territory and the Field of Use by an unlimited number of users and at all the Authority's Facilities.

(b) License. Paradigm grants the Authority, during the Term set forth below, the License as described above and specified herein, for use by the Authority and the parties which the Authority serves, within the Territory and the Field of Use.

(c) Defined Terms. Note that any terms defined herein shall have the meaning set forth as a defined term under this specific Agreement regardless of any contrary term defined in that certain Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System between the parties hereto (Agreement No. 19-202) (the "Integrated Point of Sale Agreement") to which this Agreement may be attached or is entered into simultaneously herewith this Agreement.

2. COMMENCEMENT AND PERFORMANCE OF SERVICES.

(a) Services. This Agreement commences upon execution of this Agreement by both Parties and terminates upon the Terms and Conditions of this Agreement unless terminated earlier as per Section 26 (Termination). Paradigm shall provide all professional or other services that may be requested by the Authority in connection with the installation and implementation of the Software System, including without limitation, all consulting, design and build, implementation, integration, assistance with testing, development, custom programming, conversion, transition training and support services, which are at a minimum, described in the RFP (and shall be enhanced, modified, amended and revised by the parties from time to time as provided herein) and Paradigm's Response thereto, as such services are further defined and described in the Addendum to this Agreement (hereinafter, individually or collectively, the "Services"). Paradigm shall also provide the License described in this Agreement and in Addendums A and B attached hereto (Services and Licenses) and the Source Code referenced in Section 19(g) (Source Code) below. The parties shall identify certain Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation) as critical stages of the project ("Critical Path Milestones"). Each payment installment shall be conditioned upon the Acceptance of a Critical Path Milestone pursuant to the Acceptance criteria set forth in this Agreement and as defined below in Section 22 (Acceptance) of this Agreement.

Paradigm agrees to perform the Services required under this Agreement and provide the License and the Authority agrees to compensate Paradigm for its performance of the Services and provision of the License in accordance with the terms of this Agreement.

All software comprising the Software System, databases, materials, information and other products and Services (including all Documentation and all Materials) shall be "Deliverables".

Paradigm shall perform all of its obligations with respect to the Services and License in accordance with the performance standards, timetables and deliverables set forth in this Agreement. Paradigm shall furnish all labor, materials, equipment products, tools, transportation, supplies and other costs required to perform the Services as defined in this Agreement. Paradigm represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement ("Paradigm Personnel"). Paradigm represents and warrants that all Services shall be performed by the Paradigm Personnel and that the Paradigm Personnel are skilled and competent to the highest professional standards in the field.

(b) Additional Services. Upon request of the Authority, Paradigm shall also provide additional Services at Paradigm's most favorable rates, including without limitation, any Services necessary to extend the capabilities of the Software System and the License.

3. SUPPORT. Provided payment of the Maximum Price (as defined in Section 4.a (Maximum Price) and 4(e)(Most Favored Customer Pricing) below) has been made as required hereunder, Paradigm shall perform all the Services provided for under this Agreement according to the Milestones set forth in Exhibit A (Scope of Work (Implementation Milestones) to Addendum A (System Implementation). Paradigm shall further provide the Authority with Standard Support Services (as defined in Section 12 (Standard Support Services) below).

4. CHARGES, FEES AND PAYMENT.

(a) Maximum Price. Paradigm shall create and install the Software System and perform all the Services provided under this Agreement and provide the License and all Deliverables, all as more specifically described in the Addendum pursuant to the terms, conditions and Acceptance criteria set forth in this Agreement, for no more than $1,531,129.79 (the "Maximum Price"), as such pricing was set forth in Paradigm's Response, and such pricing is more specifically set forth on Exhibit B (Payment Schedule) to Addendum A (System Implementation). The Authority shall pay the charges and annual fee for the Standard Support Services as specified in Exhibit B (Purchase Price Schedule) to Addendum A (System Implementation), which charges and fees shall not exceed the Maximum Price set forth above as adjusted pursuant to subsection (c) below, excluding price changes resulting from change orders. Some payments set forth in the Maximum Price have been estimated by Paradigm in Paradigm's Response, but in no event shall the total costs and fees paid by the Authority (whether estimated or not) under this Agreement for the License, Software System and all Services and Deliverables exceed the Maximum Price except as adjusted pursuant to Section 4(c) below. Exhibit C (Payment Schedule) to Addendum A (System Implementation) provides timing and amounts to be paid to Paradigm under this Agreement.

(b) Late Charges. The Authority will pay a late charge of one and one-half percent (1 ½%) of any amount not paid within forty-five (45) days of the due date or date of invoice, whichever is later.

(c) Annual Fee Adjustments. At its sole discretion, Paradigm may increase its annual license fee and its annual charges for Support Services once each year by giving the Authority at least ninety (90) days' prior written notice prior to the affected term provided however, in no event shall the cost of such annual Support Services increase more than the lesser of the (i) CPI-U adjustment, or (ii) two (2%) percent per year, and in all events, the cost of the annual Support Services provided to the Authority shall be the most favored customer pricing provided for in subsection (e) below.

(d) Costs of Additional Services. If Paradigm provides additional services not expressly agreed to in this Agreement, Paradigm will advise the Authority of such additional charges and upon written (email shall suffice) consent to proceed with such additional services, the Authority will be charged and agrees to pay for them at Paradigm's then-applicable rates (subject to subsection (e) below). The process to implement any changes in the scope of work is set forth in Section 17 (Changes in Scope of Work and Change Orders).

(e) Most Favored Customer Pricing. Notwithstanding anything to the contrary contained in this Agreement, to the extent additional services are required from Paradigm relating to the License and Software System, including but not limited to, its integration with other software or the extension of its capabilities to meet needs of the Authority as well as any additional Maintenance Services, Paradigm shall provide the Authority with the best pricing which it provides to any other customer with the same requirements, size and configuration of the License or Software System (excluding for this purpose short-term introductory or trial arrangements). Regardless of such most favored customer pricing, in no event shall the pricing for Services increase at a rate in excess of the lesser of the (i) CPI-U adjustment or (ii) two (2%) percent per year. References to the "then-applicable rate(s)" or words of similar import, shall mean any rate negotiated taking into consideration the provisions of this subsection (e).

5. EXEMPTION FROM TAXES. The Authority is currently exempt from payment of Florida State Sales and Use Taxes. The Authority will sign an exemption certificate submitted by Paradigm. Paradigm shall not be exempted from paying sales tax to its suppliers for any materials used to fulfill contractual obligations with the Authority, nor is Paradigm authorized to use the Authority's Tax Exemption Number in securing such materials. Paradigm shall be responsible for payment of its own withholding and other employment taxes with respect to this Agreement. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and in the event the Authority is no longer tax exempt, the Authority agrees to pay the required taxes. Exemption from such taxes, if any, shall be the responsibility of the Authority to pursue.

6. THE AUTHORITY'S RESPONSIBILITIES. The Authority agrees to test, and if operable, accept and use updates, amendments and alterations to the Software System furnished to the Authority hereunder and to install and maintain for the duration of this Agreement, secure connection for remote support approved by Paradigm. The Authority shall allow Paradigm access to the Software System via this remote connection for the purpose of permitting Paradigm

to provide the Standard Support Services. The Authority will also provide Paradigm with data dumps as requested, and with sufficient support and test time on the Authority's computer system to duplicate any conditions or problems identified by the Authority or Paradigm.

7. PARADIGM'S RESPONSIBILITIES. Paradigm shall perform the Services and provide the License and Deliverables in a manner that shall: (a) avoid any adverse impact on the business, operations, financial condition and/or prospects of the Authority, and (b) not degrade the services then being received by the Authority from other third parties or provided internally by the Authority. Prior to undertaking any Services-related activity or task, Paradigm shall discuss with the Authority all known material risks and shall not proceed with such activity or task until the Authority is satisfied with the plans with regard to such risks (provided, however, that, neither Paradigm's disclosure of any such risks to the Authority, nor the Authority's acquiescence in Paradigm's plans, shall operate or be construed as limiting Paradigm's responsibilities under this Agreement). Paradigm shall identify and resolve any problems that may impede or delay the timely completion of each task in this Agreement or in any statement of work that is Paradigm's responsibility and shall use its best efforts to assist the Authority with the resolution of any problems that may impede or delay the timely completion of each task in this Agreement or any statement of work that is the Authority's responsibility.

8. COMPATIBILITY AND INTER-OPERABILITY. As part of the Services to be provided under this Agreement, Paradigm shall ensure that all of the Authority's computer, internet and data systems ("the Authority Systems") shall be successfully integrated, interfaced and compatible with the Services, License and Deliverables and that adequate and appropriate (as determined by the Authority) architectural functions and structural integration exists between and among the Authority Systems and the Services, License and Deliverables such that the Services, License and Deliverables have the capability to communicate, execute programs or transfer data seamlessly with the Authority Systems. Further, Paradigm and the Authority shall collaborate to ensure that the Services, License and/or Deliverables shall not adversely affect the Authority Systems, whether as to functionality, speed, service levels, interconnectivity, reliability, availability, performance, response times, or similar measures. The requirements of this Section 8 (Compatibility and Interoperability) shall be referred to as the "Interoperability Requirements".

9. API DEVELOPMENT AND MODIFICATIONS. As required by the Authority, and in accordance with the change order process in Section 17 (Changes in Scope of Work and Change Orders) of this Agreement and in order to meet the Interoperability Requirements, Paradigm shall develop the Services provided under this Agreement with such application program interfaces or other access vehicles (i.e. web services) or methodologies ("APIs") to provide reasonable interoperability with other software in use by the Authority and such APIs shall be considered Deliverables hereunder and will be provided pursuant to Section 19(g) (Source Code). If an API problem occurs, or if a modification to an API is required, Paradigm agrees that it will cooperate with all applicable third parties to modify the API as necessary so that the API performs in accordance with the applicable specifications set forth in the RFP or developed pursuant to this Agreement (the "Specifications") and any documentation provided with the API. If an API modification is required because of a third party system change or problem, Paradigm shall implement such modification pursuant to this Agreement or, in the event such modification relates to adding functionality beyond that set forth in the Specifications

or Documentation, such modification shall be implemented in accordance with the Change Order procedure described in Section 17 (Changes in Scope of Work and Change Orders). If such modification is required to meet applicable Specifications or Documentation under the Specifications or Documentation or due to a failure of the Paradigm portion of the API to operate in accordance with the applicable Specifications or Documentation, Paradigm shall implement such modification at no additional cost or expense to the Authority.

10. KNOW-HOW TRANSFER; DOCUMENTATION. During the Term of this Agreement and during the course of performance of the Services, Paradigm shall, transfer knowledge, ideas, concepts, information and the like regarding the Software System, the Services, License, and Deliverables in order that the Authority shall become self-reliant with respect to the day-to-day operation and provision of the Software System, Services, License and Deliverables and will be able to develop and implement, directly or through third party vendors, all necessary interfaces between the Services, License and Deliverables and the Authority's Systems (collectively, "Know-How").

The transfer of Know-How may include attendance by the Authority-designated employees at Paradigm's training programs that relate to the Software System, Services, License and/or Deliverables. In addition, Paradigm's transfer of Know-How shall include information and/or programs, tools and other materials, which may include knowledge relating to the following: (a) data files, file and data definitions and relationships, data definition specifications, data models, interfaces, program architecture, program structure, sequence and organization, screen displays, reference and user manuals, design and functional specifications relating to the Software System, License, Services and/or Deliverables; (b) maintenance, support utilities and tools relating to the Software System, Services, License and /or Deliverables; (c) security requirements and methodologies relating to the Software System, Services, License and/or Deliverables; and (d) such other material to which the Parties mutually agree in writing. Paradigm shall provide the Authority with a full set of Documentation for the Deliverables and the System Software and Documentation for the System Software and Deliverables will be sufficient to (i) permit the ongoing training of clerical end-user to access and utilize all functionality of the System Software and the Deliverables; (ii) permit the internal technical staff for the Authority to provide internal support for the System Software and Deliverables; (iii) permit a reasonably skilled service provider to review and rework System Software and Deliverables, (iv) to permit the Authority and its other vendors to integrate other software with the System Software, License and Deliverables (which may be through provided application program interfaces or other methods), and (v) to permit the Authority to perform data backup and restore procedures using adequate or Paradigm recommended programs. This Documentation will be provided by Paradigm and will be current and delivered to the Authority in paper and electronic form.

11. COVERAGE.

(a) Software. The Software System is eligible for Standard Support Services (as defined below), at no additional cost or expense other than costs identified in this Agreement, as such may be updated and provided to the Authority by Paradigm at no additional cost from time to time, with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to

the Authority from time to time under warranty. The annual support costs include the daily use of the application, bug fixes, and Version Updates as defined in Section 6 (Term and Renewal) of Addendum A (System Implementation). Standard Support Services shall be rendered only to the Authority's currently supported version of the Software System running with the applicable operating system version supported by Paradigm; provided that notwithstanding anything to the contrary set forth in this Agreement, Paradigm hereby represents, warrants, covenants and agrees that it will support the form of the Software System and License then in use by the Authority for a minimum of two (2) years from the release date of the next version of the Software System (the "Version Support Period").

(b) Hardware/Inventory. Paradigm shall provide remote assistance in the support, repair and replacement of Hardware (the "Hardware") listed in this Agreement, including any other hardware components required for system operations. Support will be provided using the Authority's assistance and remote computer connection as per Section 6 (The Authority's Responsibilities) to diagnose and repair the determined problems or issues. If Hardware replacement is required, the Authority will provide installation services of such Hardware unless onsite service is requested and quoted separately under Section 17 (Changes in Scope of Work and Change Orders). The items covered under this Agreement that Paradigm will repair/replace are listed in Exhibit D (Hardware Inventory) and additionally any other hardware components required for system operations. Failed Hardware will be repaired/replaced at the discretion of Paradigm after evaluation of the failed Hardware. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with, force majeure, or vandalism of any Hardware and the Authority will be invoiced for the repair/replacement of such Hardware.

The Authority shall maintain a local inventory of Paradigm owned (paid for by Paradigm) replacement Hardware (at the Authority's location of choice) to expedite service and minimize downtime in the event of a Hardware failure. Paradigm will provide replacement Hardware for local inventory upon receipt of the failed Hardware. The Authority will be responsible for any associated freight charges with returning Hardware for repair, replacement and/or evaluation. Paradigm will provide alternative Hardware as needed which provides the same functionality and specifications of the failed Hardware in certain circumstances based on the availability of Hardware at the time requested. Paradigm will acquire and own the Authority inventory listed in Exhibit D (Hardware Inventory) of Addendum A (System Implementation).

12. STANDARD SUPPORT SERVICES. During the Term of this Agreement, Paradigm will provide to the Authority its Standard Support Services described in this paragraph (the "Standard Support Services") which Standard Support Services are part of the Services. Subject to the License granted to the Authority to use the Software System, Paradigm will provide technical services to design, code, check out and deliver amendments or alterations to the Software System necessary to correct or solve any programming error attributable to Paradigm which caused the Software System not to perform pursuant to the terms of this

Agreement, the RFP, Paradigm's Response and as described in the current, standard editions of user manuals and training materials delivered to the Authority by Paradigm, all of which describe the use and functionality of the Software System (hereinafter collectively the "Documentation").

Paradigm shall promptly provide all Standard Support Services after the Authority has identified and notified Paradigm of any such error in accordance with Paradigm's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B (Service Levels) (the "Service Levels"). Standard Support shall include all patches and updates to fix defects on the Software System as well as all enhancements to the Software System and does not include the re-installation of the Software System in its entirety. Paradigm will provide reasonable telephone consultation in the use and operation of the Software System during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, but excluding holidays where Paradigm is not open for business. Such consultation will be available only to one contact or alternate, designated by the Authority in advance in writing from time to time. In addition, if Paradigm elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, Paradigm will deliver updates of the Software System to the Authority from time to time, without any charge other than as specified on Exhibit A (Scope of Work (Implementation Milestones)) to the Standard Support Services and Licensing Agreement attached to this Agreement as Addendum A (System Implementation).

If any services, functions or responsibilities not specifically described in this Agreement are an inherent or customary part of the Software System or the Services, License Software or Deliverables, or are required for proper performance or provision of the Services, Software System, License or Deliverables in accordance with this Agreement, they shall be deemed to be included within the scope of the Services to be delivered as part of the Maximum Price paid under this Agreement, as if such services, functions or responsibilities were specifically described in this Agreement, unless such services, functions or responsibilities are expressly excluded in this Agreement or designated in a writing approved by the Authority to be the responsibility of the Authority. Except as otherwise agreed in writing by the Parties as an Authority responsibility, Paradigm shall procure or otherwise provide, at Paradigm's cost and expense, all Paradigm Personnel with the hardware, software, and the other materials, resources and items required to provide the Services and otherwise perform its obligations under this Agreement.

13. OTHER SERVICES. The Authority agrees to pay Paradigm's then applicable rates and charges for services (subject to Section 4(e)(Most Favored Customer Pricing) above) not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for the Authority's identified conditions determined by Paradigm not to be attributed to Paradigm programming errors shall be billed to the Authority as such other services.

14. EVOLUTION OF SERVICES. Throughout the Term, at no additional cost to the Authority, Paradigm will seek to improve the quality, efficiency and effectiveness of the Software System, License and Deliverables to keep pace with advances or improvements in business processes or technology and support the Authority's efforts to maintain its

competitiveness in the markets in which it competes. Paradigm will do this by: (a) identifying and applying best practice techniques and methodologies in performing and providing the Services; (b) training Paradigm Personnel in new techniques, methodologies and technologies used generally within Paradigm's organization or the intellectual technologies services industry and approved by the Authority for use in the Software System; (c) training Paradigm Personnel in new techniques, methodologies and technologies used within the Authority's organization, or used generally in the waste management intellectual technologies services industry; and (d) making investments to maintain the currency of the processes, methodologies, tools, infrastructure and other resources used by Paradigm to provide the Software System, License and Services.

15. THIRD PARTY INTEGRATION. The Authority has the right to perform itself or retain third parties to integrate additional systems with the License and Software System through provided application program interfaces or other provided methods. To the extent the Authority performs any of the services, produces the Deliverables, or integrates additional systems itself, or retains third parties to do so, Paradigm shall provide reasonable cooperation with the Authority or such third parties, which cooperation shall include providing such information as is reasonably required to allow the integration of other programs with the License and Software System. Third parties retained by the Authority shall comply with Paradigm's reasonable security and confidentiality requirements and with Paradigm's reasonable work standards, methodologies and procedures, as these have been provided by Paradigm in writing.

16. SUBSTITUTION OR CHANGE OF DELIVERABLES. If requested in writing and made a part of this Agreement by a fully executed change order per Section 17 (Changes in Scope of Work and Change Orders) below, the parties may substitute the Deliverables, Services and tasks described in the attached Addendum A (System Implementation) for new Deliverables, Services or tasks that are reasonably and substantially equivalent and there shall be no adjustment to the fee unless mutually agreed upon by the Parties. Such changes shall be made by signed change orders signed by the Authority and Paradigm.

17. CHANGES IN SCOPE OF WORK AND CHANGE ORDERS.

(a) If either Party believes that a change (whether in the processes, procedures, standards, Service Levels, time frames, costs or deliverables) is necessary or desirable, such Party shall submit a written change request to the other Party (a "Change Request"). Accordingly, if Change Requests are made, they will be presumed not to impact the fees under this Agreement; provided, however, that if the Change Request consists of a deviation from the scope of the RFP and Paradigm's Response, Paradigm shall provide the Authority with written notification of such deviation within ten (10) business days after receipt of the Change Request. Notwithstanding the foregoing, the parties agree that the Authority shall be provided with the ability to design the Authority's own reports and that Paradigm will provide their standard reports.

(b) Change Response. In the event of an Authority-initiated Change Request, within ten (10) business days of Paradigm's receipt of such Change Request, Paradigm shall provide to the Authority a written statement describing in detail: (a) the impact on any Authority System performance, if any, and the modifications to the Authority System that will be required as a

result of the Change Request including changes in Services and/or Deliverables; (b) the effect of the Change Request on the applicable RFP and Paradigm Response plans and tasks including any impact on any Critical Path Milestone dates; and (c) an estimate of the cost to implement each Change Request (collectively, the "Change Response"). If Paradigm submits a Change Request to the Authority, such Change Request shall include the information required for a Change Response. The Authority shall accept or reject any Change Response or Paradigm-initiated Change Request, as applicable, within ten (10) business days after receipt of same from Paradigm.

(c) Change Order. If the Authority accepts a Change Response or Paradigm-initiated Change Request in writing, such Change Response, together with the Authority's Change Request, or such Paradigm-initiated Change Request, shall be deemed to be a "Change Order" and shall become part of this Agreement. If the Authority rejects Paradigm's Change Response or Paradigm-initiated Change Request, Paradigm shall proceed to fulfill its obligations under this Agreement and the applicable RFP and Paradigm's Response. Without first obtaining the Authority's prior written approval in accordance with the Change Order procedures set forth in this Section 17 (Changes in Scope of Work and Change Orders), which approval the Authority may withhold in its sole discretion, Paradigm shall make no change which may: (a) increase the Authority's Maximum Price for the Services and/or Deliverables; (b) require changes to the Authority's Systems, facilities, software, utilities, tools or equipment; (c) require the Authority to install a new version, release, upgrade of or replacement for, any software or equipment or to modify any software or equipment; (d) have an adverse impact on the functionality, interoperability, performance, security, accuracy, speed, responsiveness, quality or resource efficiency of the Services and/or Deliverables; (e) have an adverse impact on the schedule for, and the delivery of, services and/or products by the Authority to its clients and the Authority; or (f) violate or be inconsistent with the Authority's Policies and/or applicable Laws.

18. DELAYS.

(a) If the Authority reasonably determines that Paradigm is likely to fail to meet a Milestone and/or the Interoperability Requirements, or if Paradigm has failed to meet a Milestone and/or the Interoperability Requirements, then in addition to any other rights and remedies that may be available to the Authority as provided in this Agreement, at no additional cost or expense to the Authority and in the Authority's sole discretion, Paradigm shall provide to the Authority all necessary additional Paradigm Personnel to accelerate performance as may be required or necessary to meet the Milestone and/or the Interoperability Requirements or, if Paradigm has already failed to meet one (1) or more Milestones and/or the Interoperability Requirements, Paradigm shall complete the Milestone and comply with the Interoperability Requirements within a re-adjusted time frame established by the Authority. In addition to the foregoing, and subject to the terms of Section 26 (Termination), the Authority shall be entitled to withhold any and all payments due from the Authority to Paradigm until such Milestone and/or the Interoperability Requirements are achieved.

(b) If Paradigm reasonably determines that the Authority is likely to fail to meet a Milestone, or if the Authority has failed to meet a Milestone, then in addition to any other rights and remedies that may be available to Paradigm as provided in this Agreement, additional cost or expense may be necessary and in Paradigm's reasonable discretion, the Authority shall provide

to Paradigm all necessary additional Authority Personnel to accelerate performance as may be required or necessary to meet the Milestone or, if the Authority has already failed to meet one (1) or more Milestones, the Authority shall thereafter complete the Milestone and the parties shall re-adjust the time frames established by Paradigm to a mutually agreeable readjusted schedule. In addition to the foregoing, and subject to the terms of Section 26 (Termination), Paradigm shall be entitled to be timely paid any and all payments due from the Authority to Paradigm (including without limitation, if necessary to make Paradigm whole for any additional (and reasonable) expense incurred by Paradigm as a result of the Authority's delay or failure to act, to reimburse Paradigm for the actual out of pocket costs incurred by Paradigm, to the extent Paradigm has provided the Authority with copies of all such invoices paid by Paradigm on behalf of the Authority) until such Milestone(s) are achieved.

19. PROPRIETARY RIGHTS.

(a) Paradigm's IP. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, the Software System, Source Code or Documentation as may be provided by Paradigm under this Agreement, and all copies and derivatives thereof ("Paradigm IP"), shall be and remain the sole and exclusive property of Paradigm and shall be available for use by the Authority under and subject to the License granted in this Agreement. As between the Parties, Paradigm retains all right, title and interest in and to the Paradigm IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to the Authority by virtue of any portion of this Agreement.

(b) The Authority's IP. Any Authority information or materials, including any and all personal and customer information or data utilized by or on the Software System or under the License, and all other Authority or customer information, financial information, business information, or other work product of the Authority (and its customers), programs, works, manuals, changes as may be provided by the Authority under this Agreement, and all copies and derivatives thereof (the "Authority IP"), shall be and remain the sole and exclusive property of the Authority and shall be available for use by Paradigm under and subject to the terms of this Agreement. As between the Parties, the Authority retains all right, title and interest in and to the Authority IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to Paradigm by virtue of any portion of this Agreement.

(c) Protection of Paradigm IP. Paradigm shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Paradigm IP, in its own name and at its own cost. The Authority shall cooperate with Paradigm, at the request of Paradigm, in providing any information, documentation, or other assistance reasonably necessary to enable Paradigm to file and prosecute any and all such rights. The Authority has no right to file or prosecute, in its own name, on behalf of Paradigm, or otherwise, any right in or to any or all of the Paradigm IP without the prior consent of Paradigm in each instance, which consent may be withheld in the sole and absolute discretion of Paradigm.

(d) Enforcement of Paradigm IP. Paradigm shall have the right to enforce the Paradigm IP, in its own name, against any and all third persons whose activities: (i) violate,

infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. The Authority shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of Paradigm, or otherwise, without, in each instance, the prior consent of Paradigm, which consent may be withheld in the sole and absolute discretion of Paradigm.

(e) Protection of the Authority IP. The Authority shall have the right, but not the obligation, to file and prosecute all rights in and to any or all of the Authority IP, in its own name and at its own cost. Paradigm shall cooperate with the Authority, at the request of the Authority, in providing any information, documentation, or other assistance reasonably necessary to enable the Authority to file and prosecute any and all such rights. Paradigm has no right to file or prosecute, in its own name, on behalf of the Authority, or otherwise, any right in or to any or all of the Authority IP without the prior consent of the Authority in each instance, which consent may be withheld in the sole and absolute discretion of the Authority.

(f) Enforcement of Authority IP. The Authority shall have the right to enforce the Authority IP, in its own name, against any and all third persons whose activities: (i) violate, infringe, unfairly compete with, or are likely to violate, infringe, or unfairly compete with any or all of the Software licensed to the Authority hereunder; or, (ii) cause, or are likely to cause, harm, injury, or damage to, the Authority or Paradigm. Paradigm shall not have the right to undertake any such action, whether at its own expense, in its own name, on behalf of the Authority, or otherwise, without, in each instance, the prior consent of the Authority, which consent may be withheld in the sole and absolute discretion of the Authority.

(g) Source Code. With respect to the License, the Parties shall enter into an Escrow Agreement included herein as Addendum C (Escrow Agreement). The terms and conditions of such escrow will be set forth in the Escrow Agreement, and shall include, without limitation, that Paradigm will provide the Source Code into escrow and such shall be deemed to be Paradigm IP with the exception of all Authority data.

Paradigm shall update all source code escrow deposits not less frequently than semiannually, and shall include in such deposits full documentation of the Services performed in a manner sufficient to permit another party to review, repair, or improve the Services, License, the Software Systems and/or Deliverables upon release of the Source Code per the terms and conditions of the Escrow Agreement.

(h) Disabling Code. Paradigm represents and warrants to the Authority that the Software System and Deliverables do not contain and will not receive from Paradigm's data transmission via modem or any other Paradigm medium any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise interfere with the Software System, Deliverable's or other systems' or operations of the Authority or make the Software System or Deliverables or other Authority systems incapable of being used in the full manner for which they each were designed and created (collectively, a "Disabling Code"). In the event a Disabling Code is identified, Paradigm shall take all steps necessary, at no additional cost or expense to the Authority, to: (a) restore and/or reconstruct any and all Confidential Information and data lost by the Authority as a result

of such Disabling Code; (b) repair any Authority systems affected by such Disabling Code; (c) furnish to the Authority a new copy of the Software System or Deliverables without the presence of Disabling Codes; and (d) install and implement such new copy of the Software System and/or the Deliverables.

20. AGREEMENT TO LICENSE OR SELL THIRD PARTY PRODUCTS.

(a) If any third-party software is embedded in or automatically installed in the Software System, Paradigm agrees to license or sell and deliver to the Authority, and the Authority agrees to accept from Paradigm, the third-party software embedded in or automatically installed by the Licensed Software (collectively, the "Third Party Products"). For the avoidance of doubt, Paradigm confirms that, as of the Effective Date, the Authority is not purchasing any Third-Party Products from Paradigm that are not embedded or automatically installed in the Software System.

(b) Paradigm hereby grants and passes through to the Authority any warranty adjustments that Paradigm may receive from the developer, manufacturer or supplier of the Third-Party Products. In addition, Paradigm represents and warrants that (i) it has adequate rights to grant to the Authority the license to use the Third Party Products as set forth in this Agreement; (ii) the license to use the Third Party Products granted hereby is not subject to claims, liens, encumbrances or other restrictions on Paradigm that would interfere with the Authority's use of the Third Party Products; (iii) all Third Party Products do not infringe upon any third party's U.S. patents, copyrights, or trademarks; (iv) all Third Party Products shall contain no malicious code, virus or other device that damages, disables, suspends operation of, or disrupts the Authority's use of its systems; (v) Paradigm is solely responsible for the updates, maintenance and integration of the Third Party Products into the Software System, and (vi) the Authority shall not be required to enter into any separate maintenance or support agreement in order to keep the Third Party Products maintained and supported to the same degree as the Software System.

(c) Paradigm currently uses the following Third-Party Products:

(i) Crystal Report Run Time Viewer.

21. TEST PLAN. Subject to the parameters set forth in the Milestones on Exhibit A (Scope of Work (Implementation Milestones)) to Addendum A (System Implementation), Paradigm shall assist with testing the Software System, Services, Deliverables and/or License, or components thereof, as applicable, in accordance with a test plan to be jointly developed by the Authority and Paradigm (the "Test Plan"), which Test Plan will incorporate testing methodologies to confirm that the Software System, Services, Deliverables and License, or components thereof, as applicable, operate in accordance with this Agreement and the applicable Documentation, Specifications, Service Levels, Interoperability Requirements and Performance Standards (and any failure of the Software System, Services, License and/or Deliverables to meet any element of these requirements shall be a "Defect"), in each case based on anticipated peak

demand requirements. The Test Plan will be developed in accordance with the time frame specified in the Milestones set forth on Addendum A (System Implementation) and the date to complete development of the Test Plan shall be a Critical Path Milestone. In addition to the above, each Test Plan shall describe the exact scope, methodologies and procedures (including expected performance results) for testing the Software System, Services, License and/or Deliverables, or components thereof. When approved by the Authority in writing, the Test Plan will be attached to this Agreement. The Authority may modify or amend the scope, methodologies and procedures for executing the testing process to include additional testing criteria as may be reasonably necessary to conduct the testing in accordance with any changes required by the Authority from time to time pursuant to the Change Order process set forth in Section 16 (Substitution or Change in Deliverables) and Section 17 (Changes in Scope of Work and Change Orders).

A. Pre-Go-live Testing. Pre-Go-Live testing for the Services, Licensed Software, and/or Deliverables, or components thereof, as applicable ("Pre-Go-live Testing") shall commence on the date specified in this Agreement or the Timetable prepared by the Authority and agreed to by Paradigm, including the execution of the test suites as provided for in the applicable Test Plan. If any Defects in the Services, Licensed Software and/or Deliverables, or components thereof, are discovered as a result of Pre-Go-live Testing, Paradigm shall promptly correct such Defects. When all Defects identified during Pre-Go-live Testing have been corrected, the Authority shall give Paradigm written notice thereof and the Services, Licensed Software and/or Deliverables, or components thereof, shall thereafter be ready for Live Verification. As part of the Pre-Go-Live Testing, the Authority may schedule up to four (4) of each of dry-run and mock testing cycles. Dry-run testing cycles shall consist of a technical run-through of such tests to be run and processes to be followed for Live Verification as the Authority may determine appropriate, and may require Paradigm's Personnel to be on-site, but shall at least require remote participation, including over a Saturday and Sunday. Mock testing cycles shall consist of a complete run-through of all tests and all processes, using selected data, which will be followed for Live Verification, and shall require the presence of Paradigm Personnel on-site for a three-day period which includes both a Saturday and Sunday. During and after each dry-run and mock testing cycle, Paradigm shall exercise commercially reasonable efforts to identify and fix all Defects in the Software System, Services, License, and/or Deliverables.

B. Live Verification. Following successful completion of all Pre-Go-live Testing, Paradigm and the Authority shall schedule an install and provide for a time when the Authority may do a Live Verification ("Live Verification Period"), which will include a week of preparation, installation and verification over a weekend, and follow up during the subsequent week in order to install, verify and test the Software Systems, Services, License and/or Deliverables, or components thereof, under live operating conditions to assess whether such Software System, Services, License and/or Deliverables, or components thereof, operate in accordance with the applicable Documentation, Specifications, Service Levels and Performance Standards ("Live Verification"). Paradigm shall have Paradigm Personnel available on-site as reasonably required for the Live Verification process during the Live Verification Period in order to oversee the process and promptly address any problems or defects which arise. In the event any Defects in the Software System, Services, License and/or Deliverables, or components thereof, are discovered during the Live Verification Period, the Authority shall report such

Defects to Paradigm, and Paradigm shall promptly correct all Defects. Upon Paradigm's receipt of notice from the Authority of any Defects, the Live Verification Period (but not the Authority's use of the Software System, Services, and/or Deliverables, or components thereof) shall be suspended temporarily and shall recommence upon Paradigm's receipt of written notice from the Authority that such Defects have been corrected; provided, however, that the Authority shall in no event have less than five (5) business days to verify any correction provided by Paradigm. Subject to the terms of Section 22 (Acceptance), such process shall repeat as often as necessary until all Defects have been corrected. Successful Live Verification shall occur when the Software System, Services, License and/or Deliverables, or components thereof: (a) have been operated for the Live Verification Period and all material Defects have been corrected; and (b) has been operating during the last ten (10) days of the Live Verification Period without experiencing any material Defects. Nothing herein shall restrict the Authority's ability to utilize such additional testing procedures as it determines appropriate, and Paradigm shall cooperate with the Authority in carrying out any desired testing procedure.

22. ACCEPTANCE. "Acceptance" for the applicable Software System, Services, License and/or Deliverables, or components thereof, shall occur only when the following have occurred to the Authority's sole discretion: (a) Paradigm has corrected, to the Authority's satisfaction, all material Defects identified by the Parties during testing; (b) Paradigm has provided to the Authority all Software Systems, Services, License and/or Deliverables, or components thereof, required to be provided to the Authority pursuant to this Agreement, the RFP and Paradigm's Response, and each of the Parties has completed all tasks required to be completed by such Party that are identified by the Parties as a pre-condition to the Authority's acceptance; (c) the Authority notifies Paradigm in writing that all testing for the Software System, Services, License and/or Deliverables, or components thereof, as applicable, has been completed successfully to the Authority's satisfaction in accordance with the terms of this Section 22 (Acceptance), the RFP and Paradigm's Response, and that the requirements of subsections (A) and (B) below have been satisfied to the Authority's satisfaction and the Authority has unconditionally accepted the same in its sole discretion; and (d) Paradigm has made the required source code deposit with the Escrow Agent as per Addendum D (Escrow Agreement).

Payment shall not be withheld by the Authority when Paradigm has complied with its obligations, but a delay has resulted from the Authority failing to provide required support in a timely fashion (where the Authority has been put on notice of such requirements in adequate time to meet Paradigm's needs).

A. Failure to Achieve Acceptance. In the event Acceptance is not achieved within ninety (90) business days following commencement of Live Testing, the Authority shall have the right to declare an Event of Default and seek the rights and remedies available to it under Section 26 (Termination). Following such declaration, Paradigm shall have a further thirty (30) day cure period.

B. Post-Acceptance Correction of Defects. Paradigm shall correct any Defects in the Software System, Services, and/or Deliverables, or any components thereof, and correct or cause to be corrected any Defects in the License, remaining to be corrected following Acceptance

pursuant to the time periods set forth in the Service Levels set forth in Addendum B (Service Levels).

23. NO VIOLATION OF LAWS. Paradigm represents and warrants to the Authority that Paradigm is not, and covenants that it shall not be, in violation of any federal, state, local or international law to which it is subject, and has not failed, and shall not fail, to obtain any licenses, permits, franchises or other governmental authorizations necessary for the performance of the Services, ownership of its properties or the conduct of its business, which violation or failure, either individually or in the aggregate, might adversely affect its business, properties or financial condition, the consummation of the transactions contemplated by this Agreement, or the performance of its obligations hereunder. Paradigm further represents and warrants that it is compliant with all applicable anti-money laundering laws, including the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including Executive Order 13224. Paradigm further represents and warrants that it is not owned or controlled by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control. Paradigm agrees that it will notify the Authority immediately in writing of the occurrence of any event which renders the foregoing warranties and representations incorrect.

24. INSURANCE. Paradigm shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the Term of this Agreement, insurance coverages and limits (including endorsements) as described in Article V of the Integrated Point of Sale Agreement.

25. EVENTS OF DEFAULT. In the event of a default under this Section 25 (Events of Default) as set forth below, (a) the Authority shall in no event be required to pay any other fees, costs or expenses to Paradigm with respect to any such termination provided under Section 26 (Termination); and (b) the Authority shall have no further liabilities or obligations to Paradigm under this Agreement. Paradigm and the Authority acknowledge and agree that the following shall constitute events of default ("Events of Default" or "Default" or "default") and that the occurrence of one (1) or more of such Events of Default shall constitute a material breach of this Agreement which shall allow a Party, as applicable, to seek the rights and remedies set forth in this Section 25 (Events of Default):

(i) Paradigm's or the Authority's failure to achieve a Critical Path Milestone, Transition Milestone or any other Milestone or to deliver a key Deliverable within the time frame specified in the Milestones, subject to cure only as set forth in the Acceptance Testing provisions.

(ii) Failure of Paradigm or the Authority to successfully complete any testing or re-testing or failure to achieve Acceptance, and after the expiration of the applicable cure periods. Unless different criteria are set forth in the applicable Milestones, Paradigm's or the Authority's failure to meet any Service level or Milestone.

(iii) Paradigm's material breach of any representation or warranty set forth in this Agreement, provided that such breach is not cured within thirty (30)

days following receipt of written notice of such breach (or such other cure period as may be specifically provided herein).

(iv) Paradigm's failure to maintain insurance coverage as specified in Section 24 (Insurance), provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

(v) Failure of Paradigm or the Authority to perform any other material obligation under this Agreement, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

(vi) Paradigm's intentional and willful material breach of the Authority IP rights as set forth in Section 19(b) that is not cured within thirty (30) days following receipt of written notice of such breach.

(vii) The Authority's intentional and willful material breach of Paradigm's IP rights as set forth in Section 19(a) that is not cured within thirty (30) days following receipt of written notice of such breach.

(viii) The Authority's failure to timely pay any undisputed amount owed to Paradigm, provided that such failure is not cured within thirty (30) days following receipt of written notice of such failure.

A. Rights and Remedies of Paradigm Upon Default of the Authority. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to the Authority, Paradigm shall be entitled to: (a) terminate, in whole or in part, this Agreement; (b) discontinue performance of all obligations under this Agreement (except to the extent the Parties agree to continue partial performance); (c) seek to recover payment from the Authority for work performed to date to the extent Paradigm provided work product that works and can be used by the Authority; and/or (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief). The Authority acknowledges that time is of the essence in the performance of its obligations hereunder.

B. Rights and Remedies of the Authority Upon Default of Paradigm. Upon the occurrence of an Event of Default that is not cured within the appropriate notice period set forth in this Section 25 (Events of Default), if any, by or with respect to Paradigm, the Authority shall be entitled to any of the following remedies: (a) terminate, in whole or in part, this Agreement; (b) seek to recover damages or, as appropriate, indemnification, from Paradigm as provided by this Agreement; (c) receive a refund of any prepaid but unearned fees, which refund shall be paid by Paradigm to the Authority within thirty (30) days following Paradigm's receipt of the Authority's notice of such discontinuation; (d) if applicable, seek to obtain the additional rights and remedies set forth in Section 35.3 (Equitable Relief); and/or (e) have the escrow agent release the Source Code from escrow to the Authority as per the terms and conditions of the Escrow Agreement. Paradigm acknowledges that time is of the essence in the performance of its obligations hereunder.

26. TERMINATION.

(a) Termination for Breach. Either Party may terminate this Agreement in the Event of Default by the other Party, including failure to pay fees and charges, at any time after thirty (30) days' notice of such Default and the Default remaining uncured for a period of thirty (30) days or the expiration of any other applicable cure period specifically set forth in this Agreement; provided however, notwithstanding the foregoing, the cure period for any failure of the Software System to perform or Paradigm's failure to maintain and service the same shall only be thirty (30) days.

(b) Termination for Convenience. The Authority may terminate its obligations under this Agreement at any time, without cause, upon providing sixty (60) days' prior written notice to Paradigm.

(c) Termination for Non-Appropriation of Funds. The Authority will provide Paradigm with (30) days' prior written notice and the Authority shall have the right to terminate for non-appropriation of funds. If terminated for non-appropriation, the Authority will cease use within ninety (90) days of the Authority's notice and Paradigm shall discontinue its Services with respect to any ongoing support Services except to the extent such have been paid through some future date, in which case Paradigm shall complete such work or Services through the date so paid through or reimburse the Authority for any such prepayments not yet used. Notwithstanding the foregoing, the Authority may, upon later appropriation of funds, reinstate this Agreement and any ancillary agreements, provided that the Authority shall, upon such reinstatement, pay all fees required for the period between the termination and reinstatement. In the event of a termination for non-appropriation of funds, the Authority shall be obligated to pay to Paradigm the cost of any Services already provided by Paradigm but not paid by the Authority, pro-rated as appropriate for any fixed-fee statement of work, and the cost of the actual out-of-pocket expenses incurred by Paradigm, in each case as of the date of Paradigm's receipt of the Authority's written notice of termination (and in each case provided funds for such payments have been appropriated).

(d) Effect of Termination. Paradigm will use reasonable efforts to mitigate fees, expenses and costs in the event of any termination. Termination of this Agreement, both with and without cause, may include termination of all exhibits or amendments as specified in the termination notice. The Authority shall not be responsible to Paradigm or any of its subcontractors for lost profits because of a termination of this Agreement. The Authority shall in no event be required to pay any additional fees, costs of expenses to Paradigm except for those owed to Paradigm for Milestones completed.

After receipt of a Termination Notice, except as otherwise directed by the Authority, in writing, Paradigm shall:

(a) Stop work on the date and to the extent specified by the Authority.

(b) Terminate and settle all orders and subcontracts relating to the performance of the terminated work, if applicable.

(c) Continue and complete all parts of the work which have not been terminated or have been paid for (unless otherwise directed by the Authority in which case such payments shall be refunded to the Authority).

(d) Assist the Authority or any successor vendor for a fee in transferring all necessary Know-How and technology, and in such event, at the Authority's option, Paradigm shall continue to provide services, the Software System, and/or the License to the Authority during a transition period, not to exceed two (2) years, in order to allow the Authority to procure replacement services or products. Paradigm shall also fully cooperate with the Authority as needed to enable the Authority's transition to a new vendor.

(e) Sign whatever escrow release documents are necessary to cause the Source Code to be released to the Authority from escrow in order for the Authority to continue to perform the tasks as provided herein, provided such termination falls under the conditions of the release of the Source Code as described in Addendum C (Escrow Agreement).

27. CONFIDENTIAL INFORMATION. For the purposes of this Agreement, "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party to the other Party or to which they may be provided access in accordance with this Agreement (including without limitation the Paradigm IP and the Authority IP). Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person or entity any Confidential Information about which it becomes aware. Each Party shall safeguard all Confidential Information received by it from the other Party using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know and shall take such steps as may be reasonably requested by the disclosing party ("Discloser") to prevent unauthorized disclosure, copying, or use of Discloser's Confidential Information. The party receiving the Confidential Information (a "Recipient") acknowledges that, in the event of a breach by Recipient of its obligations under this Section 27 (Confidential Information), in addition to any other right or remedy available to Discloser, at law or in equity, Discloser will suffer irreparable injury, and shall be entitled to preliminary and final injunctive relief (without bond except as otherwise required by applicable law) in order to prevent any further or other breach of this Section 27 (Confidential Information) or any unauthorized use of Discloser's Confidential Information. Recipient shall notify Discloser immediately upon discovery of any prohibited use or disclosure of any of Discloser's Confidential Information, or any other breach of the requirements of this Section 27 (Confidential Information) by Recipient (including, without limitation, by any contractors), and shall fully cooperate with Discloser to assist Discloser in regaining possession of its Confidential Information and to prevent further unauthorized use or disclosure of the same.

Notwithstanding the foregoing, Confidential Information shall not include information to the extent that (a) such information was known to the Recipient other than on a confidential basis at the time of its disclosure hereunder; (b) such information is or later becomes generally available to the public through no fault of the Recipient; (c) such information is given to the Recipient on other than a confidential basis by a third party who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the Discloser with respect thereto; (d) such information is independently developed by the Recipient without the aid, application or use of the Confidential Information, or (e) such information (including exempt and confidential information) is subject to disclosure under the State of Florida Public Records Act (Chapter 119 of the Florida Statutes) which provides for certain exemptions from disclosure as noted in subsection (d) below, or otherwise subject to disclosure under an applicable federal act.

(a) Limited Disclosure. Recipient may disclose Confidential Information of Discloser if and to the extent required by law or any judicial or administrative governmental request, requirement, or order, provided that Recipient shall take reasonable steps to provide Discloser sufficient prior notice in order to enable Discloser to contest such request, requirement, or order.

(b) Ownership. All Discloser Confidential Information shall be and remain the property of Discloser, and no license or other rights to such Confidential Information is granted or implied hereby.

(c) Survival. The obligation of Recipient to maintain the confidentiality of Discloser's Confidential Information shall survive the expiration or termination of this Agreement indefinitely, unless and until: (i) such Confidential Information shall cease to be Confidential Information; or, (ii) otherwise agreed to in writing by Discloser.

(d) Exemptions from Disclosure under the Florida Public Records Act. In addition to any exemptions from disclosure referenced above in this Section, if Paradigm, or any party acting by, through or under Paradigm believes that some Confidential Information is exempt from disclosure under the Florida Public Records Act, the party is instructed to label such information as exempt from disclosure and/or confidential and exempt from disclosure, specifying the exact section of the public records, or other Florida or Federal law that justifies non-disclosure, and request in writing that the Authority keep such information confidential and free from disclosure. The Authority reserves the right to make any final determination of the applicability of the Florida Public Records Act or other Florida or Federal law. Prior to releasing any information, the Authority will inform the other party and allow the other party to seek an injunction prohibiting the Authority from releasing the information. Any party acting by, through or under Paradigm and Paradigm each hereby agrees that the Authority may reveal any confidential and exempt materials to designated Authority personnel and Palm Beach County officials involved in the evaluation process, and to any outside consultant or third parties who served on the evaluation committee during the RFP process or who are hired by the Authority to assist in the evaluation process or the negotiation and review of this Agreement.

28. NO WARRANTIES. EXCEPT AS SET FORTH IN THIS AGREEMENT (OR ANY ADDENDUM OR EXHIBIT ATTACHED HERETO) THE AUTHORITY ACKNOWLEDGES THAT NO OTHER EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR THE SOFTWARE SYSTEM DELIVERED HEREUNDER. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED.

29. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN ALL INSURANCE REQUIRED UNDER THIS AGREEMENT. EXCEPT FOR PARADIGM'S LIABILITY UNDER SECTION 19 (PROPRIETARY RIGHTS) AND SECTION 8 (TITLE AND OWNERSHIP) OF ADDENDUM A (SYSTEM IMPLEMENTATION), FOR WHICH THERE SHALL BE NO LIMITATION, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S AND THE AUTHORITY'S MONETARY LIABILITY UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS TO BE PAID TO PARADIGM BY THE AUTHORITY AS THE MAXIMUM PRICE, INCLUDING CHANGE ORDERS FOR THIS AGREEMENT.

30. BENEFIT OF THE BARGAIN. EACH PARTY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, EACH PARTY ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THE ALLOCATION OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS AGREEMENT.

31. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of the other Party.

32. CONFLICT OF INTEREST. Paradigm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. Paradigm further represents that no person having any conflict of interest shall be employed for said performance or services.

Paradigm shall promptly notify the Authority of all potential conflicts of interest, pursuant to Section 35.8 (Notice) for any prospective business association, interest, or other circumstance which may influence, or appear to influence, Paradigm's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that Paradigm may undertake and request an opinion of the Authority as to whether the association, interest, or circumstance would, in the opinion of the Authority, constitute a conflict of interest if entered into by Paradigm. The Authority agrees to notify Paradigm of its opinion by delivery by certified mail or a nationally recognized overnight courier service within thirty (30) days or receipt of notification by Paradigm.

33. DISPUTE RESOLUTION. The parties herein agree to use Alternative Dispute Resolution (ADR) utilizing a voluntary mediation procedure to attempt to resolve all issues in controversy under this Agreement prior to proceeding with any formal litigation. Prior to resorting to ADR, the respective project managers for the Authority and Paradigm shall attempt to resolve such dispute through negotiation. It is the specific intention of the Parties that no formal judicial proceedings can take place until voluntary mediation has occurred with participation of executive officers of Paradigm and the Authority who has sufficient decision making authority to resolve the issues being disputed, subject to the approval of the Authority's Governing Board.

Notwithstanding the existence of a dispute, Paradigm shall not cease work, suspend or terminate its Services unless (i) the project has been terminated; (ii) the Authority has asked Paradigm to cease work pending resolution; or (iii) the Authority has failed to pay Paradigm as required in this Agreement and Paradigm has provided the Authority with at least thirty (30) days prior notice of intent to suspend Services for nonpayment.

34. ACCESS AND AUDITS. Upon notice from the Authority, Paradigm shall provide the Authority, its auditors (including internal audit staff and external auditors), inspectors, regulators and other reasonably designated representatives as the Authority may from time to time designate in writing (collectively, the "Authority Auditors") with access to, at reasonable times, to data and records for purposes of verifying compliance with this Agreement (including Paradigm's compliance with its physical and data privacy and security obligations and other terms of this Agreement) and to support the Authority's audits of the business of the Authority relating to the Services. Paradigm will provide any assistance that the Authority Auditors may reasonably require with respect to such audits. Paradigm and the Authority shall meet to review each audit report promptly and to agree upon an appropriate and effective manner in which to respond to the deficiencies identified and changes recommended by such audit report.

35. MISCELLANEOUS.

35.1 Authority. Paradigm represents and warrants to the Authority that: (a) Paradigm is a limited liability company, and is qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification, including the State of Florida; (b) Paradigm has all necessary rights, powers and authority to enter into and perform this Agreement and to grant the licenses set forth herein, and the execution, delivery and

performance of this Agreement by Paradigm have been duly authorized by all necessary corporate action; (c) the execution and performance of this Agreement by Paradigm shall not violate any laws and shall not breach any agreement, covenant, court order, judgment or decree to which Paradigm is a party or by which it is bound; and (d) Paradigm has, and promises that it shall maintain in effect, all governmental licenses and permits necessary for it to provide the Services, License, Software System and/or Deliverables contemplated by this Agreement. Paradigm further represents and warrants to the Authority that Paradigm owns or leases and promises that it shall own or lease, free and clear of all liens, claims, encumbrances or demands of third parties, all right, title and interest in and to the Paradigm IP, and all other tangible property and technology and the like that Paradigm intends to use or uses to provide the Services, License, Software System and/or Deliverables, and in and to the related Paradigm IP rights, or has received appropriate licenses, leases or other rights from third parties to permit such use. These representations and warranties shall survive the expiration or termination of this Agreement.

35.2 No Waiver of Sovereign Immunity. The Authority is a public entity, and no provision of this Agreement shall waive the applicability or limits of sovereign immunity set forth in Florida Statute 768.28, as amended.

35.3 Equitable Relief. Notwithstanding anything contained in this Agreement to the contrary, the Parties shall be entitled to seek injunctive or other equitable relief whenever the facts or circumstances would permit a Party to seek such equitable relief in a court of competent jurisdiction.

35.4 Remedies Not Exclusive. Except as otherwise expressly provided herein, the rights and remedies set forth in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement. Notwithstanding the foregoing and anything contained herein to the contrary, Paradigm expressly waives and disclaims any right or remedy it may have to de-install, disable or repossess any License or the Software System or Deliverables without due process of law.

35.5 Bankruptcy. In the event Paradigm voluntarily or involuntarily becomes subject to the protection of the Bankruptcy Code and Paradigm or the trustee in bankruptcy rejects this Agreement under Section 365 of the Bankruptcy Code, the Authority shall have the right to retain the Authority's rights under this Agreement, specifically including the right to exercise its rights granted herein to the License, the Software System and Deliverables (and to all work-in-progress relating thereto). Failure by the Authority to assert its right to retain its benefits to the intellectual property embodied in the License, the Software System and Deliverables pursuant to Section 365(n)(1)(B) of the Bankruptcy Code with respect to an executory contract rejected by Paradigm or the trustee in bankruptcy shall not be construed by the courts as a termination of such contract by the Authority under Section 365(n)(1)(A) of the Bankruptcy Code.

35.6 Effective Date. This Agreement shall become effective and shall be binding only upon execution by Paradigm and the Authority and the date the last party signs shall be the effective date ("Effective Date").

35.7 Complete Understanding. This Agreement, including the RFP and Paradigm's Response, along with the Integrated Point of Sale Agreement between the parties are the agreements and understanding between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter hereof. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both Parties.

35.8 Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by a nationally recognized overnight delivery service, or by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

35.9 Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

35.10 Governing Law; Venue; Waiver of Jury Trial. This Agreement shall be deemed to have been formed in the State of Florida, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Florida. The parties agree and consent to venue exclusively in Palm Beach County, Florida. Paradigm shall, at its sole cost and expense, perform and comply with the laws of the United States and the State of Florida; the Charter, Code and ordinances of Palm Beach County.

IN AN EFFORT TO LIMIT LITIGATION AND RELATED EXPENSES AND EXPEDITE THE RESOLUTION OF ANY CONFLICTS THAT MAY ARISE BETWEEN THE PARTIES RELATED TO OR ARISING UNDER THIS AGREEMENT, THE PARTIES EXRESSLY AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL ON ANY AND ALL ISSUES SO TRIABLE.

35.11 Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither Paradigm nor the Authority may employ or solicit to employ persons employed by the other.

35.12 Independent Contractors. Nothing in this Agreement shall make Paradigm and the Authority partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither Party is authorized to incur debts or obligations on the part of the other Party except as specifically authorized in writing.

35.13 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may be signed by electronic means and such electronic signatures shall have the same effect as an original signature. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction.

35.14 Subcontracting and Consultants. Paradigm will not retain third parties ("Subcontractors" and "Consultants") to perform on-site Services on Paradigm's behalf under the Agreement without the Authority's prior written consent which shall not be unreasonably withheld subject to applicable background investigations and approvals as set forth in subsection 35.15 below. Paradigm shall be responsible for the performance of services under this Agreement by any Subcontractors and Consultants engaged by Paradigm to perform such services.

35.15 Security and Safety. Paradigm agrees to comply with reasonable security and safety rules, policies and procedures ("Procedures") while performing Services on the Authority's site, provided that such Procedures do not violate any state, local, or federal laws (including privacy laws); that such Procedures are expressly applicable to the Authority's provision of services at the site at which Paradigm is performing Services under this Agreement; that the Authority makes available such Procedures to Paradigm's Personnel performing Services at the Authority's site prior to commencement of such Services or at time of noncompliance to provide opportunity for compliance; that such Procedures do not modify or amend the terms and conditions of this Agreement, and that the Authority provides Paradigm with any training regarding the Procedures as reasonably requested by Paradigm.

35.16 No Waiver of Full Performance. No waiver by either Party of any requirement, or breach or violation of any covenant, term or condition of this Agreement shall be construed to waive any other term, covenant, condition, provision, violation or requirement in the future. The payment of compensation to Paradigm shall not be deemed a waiver of any right or the acceptance of any Defect or defective performance.

35.17 Attorney Fees and Costs. Each party shall bear their own attorneys' fees, costs and expenses related to the negotiation or enforcement (including but not limited to all mediation, arbitration (if applicable) and litigation costs) of this Agreement.

35.18 Scrutinized Companies; Public Entity Crimes.

(a) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Florida Statutes 287.133(3)(a).

(b) As provided in Florida Statutes 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

(c) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Paradigm certifies that it, its affiliates, suppliers, sub-consultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

If the Authority determines, using credible information available to the public, that a false certification has been submitted by Paradigm, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

35.19 Third-Party Beneficiary Disclaimer. It is not the intention of this Agreement to create third party beneficiary status in any person or entity that is not a direct party to this Agreement, and no language in this Agreement should be construed or interpreted as creating a third-party beneficiary.

35.20 Survival. Upon termination of this Agreement, the obligations of the Authority set forth in Section 1 (License), Section 5 (Exemption from Taxes), Section 10 (Know-How Transfer; Documentation), Section 11 (Coverage), Section 12 (Standard Support Services), Section 19 (Proprietary Rights), Section 20 (Agreement to License or Sell Third Party Products), Section 23 (No Violation of Laws), Section 24 (Insurance), Section 26 (Termination), Section 27 (Confidential Information), Section 28 (No Warranties), Section 29 (Limitation of Liability), Section 30 (Benefit of the Bargain), Section 31 (Assignment), Section 32 (Conflict of Interest), Section 33 (Dispute Resolution), Section 34 (Access and Audits), Section 35 (Miscellaneous); the following provisions of the Addendums: Addendum A (System Implementation): Section 5 (Grant of License), Section 6 (Term and Renewal), Section 7 (Scope), Section 8 (Title and Ownership), Section 9 (Indemnity), and Section 10 (Representations and Warranties), Exhibit A (Scope of Work (Implementation Milestones)) – with respect to any Milestones that haven't been completed by Paradigm; Addendum B (Service Levels) to the extent the License or Services Agreement remains operable; and Addendum C (Escrow Agreement), Addendum D (Credit Card Processing) and shall survive termination.

The undersigned have each caused this Agreement to be executed and effective as of this __ day of November, 2019 by their duly authorized representatives.

AUTHORITY:

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, FL 33412

By: _____
Dan Pellowitz
Executive Director

Date: 11/13/2019

PARADIGM:

PARADIGM SOFTWARE, L.L.C.

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow II
Chief Operating Officer

Date: 11/13/2019

Approved as to form and legal sufficiency:

Davis, Malm & D'Agostine, P.C.

By: _____
Amy L. Fracassini, Managing Director

Date: 11-12-19

Approved as to Terms and Conditions:

_____
Steve Parris, in his capacity as the Finance Director of the Solid Waste Authority of Palm Beach County

Date: 11/13/19

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

Paradigm by its acceptance of the Agreement to which this Addendum A is attached, agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") for the benefit of the Authority and to deliver and install the proprietary Software System described in the Agreement, and to grant to the Authority the License to use the Software System as set forth herein below. The Authority agrees to purchase the Hardware, accept the License for the Software System and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Agreement (and the Terms and Conditions) to which this Addendum is attached.

1. AUTHORITY RESPONSIBILITIES. The Authority shall be responsible for timely site preparation including, but not limited to, providing adequate electrical power for computer operations, high-speed internet connections and the installation of all cabling necessary to install the Hardware and to operate the License and the Software System. The Authority shall make available the Authority personnel to be trained by the Paradigm Personnel in the use, operation, and management of the Hardware and Software System, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software System, including without limitation, completion of Paradigm start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. The Authority shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. Paradigm shall provide standard training in the use of the Hardware and Software System according to Section 10 (Know-How Transfer; Documentation) of the Agreement and Exhibit A (Scope of Work (Implementation Milestones)) of this Addendum A. Such training will be provided during the Software System installation at offices designated by the Authority in Palm Beach County, Florida and multiple training sessions will be provided to allow the Authority's daily operations to be uninterrupted. All travel, lodging and expenses related to the training shall be the sole responsibility of Paradigm and are included in the License fee charged by Paradigm to the Authority under this Agreement. Some initial training and/or demonstrations may be provided over the internet. Paradigm will, at no additional cost or expense, create a training matrix with the assistance of the Authority's project manager to identify each employee that needs training and the type of training required.

3. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that the Authority completes the above training as mutually agreed to by Paradigm and the Authority. Exhibit A (Scope of Work (Implementation Milestones)) to this Addendum A shall specify who will install and set up the Hardware. Paradigm will install the Software System on the Hardware at the Authority's location or locations where such Hardware and the Software System will operate. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by Paradigm are as provided by the applicable third-party manufacturers.

4. SECURITY. Paradigm retains no security interest in the Hardware (other than the Hardware referenced in Section 11 (b)(Hardware/Inventory) and listed on Exhibit D as owned "Authority Inventory Owned by Paradigm") and shall have no rights of a secured creditor under the Uniform Commercial Code with respect thereto. Paradigm only retains the rights to terminate the License and to cease the Services if the Authority breaches its obligations under this Agreement.

5. GRANT OF LICENSE. Upon acceptance of the Agreement, Paradigm hereby grants to the Authority and the Authority hereby accepts the License and a single printed copy of Paradigm's current Documentation provided that such License shall be operational and used at all of the Authority's Facilities and the Authority may create copies of the Documentation to operate the License at each such location. Paradigm reserves all rights, privileges and interests not expressly granted to the Authority, who shall acquire no right, title, interest or privilege with respect to the Software System or the Documentation by implication, except pursuant to the terms of this Agreement.

6. TERM AND RENEWAL. The term of the License herein granted is ten (10) years commencing with the date of acceptance of this Agreement by both Parties, unless terminated earlier as provided herein (the "Term"). If the Authority is not in default under this Agreement or any other agreement with Paradigm, the Term of this License shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the "Renewal Term"), unless the Authority gives written notice of its election not to renew the License at least ninety (90) days prior to the expiration of the initial Term. The Authority shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B (Purchase Price Schedule) to this Addendum A plus the lesser of (i) any cumulative adjustments for the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI") or (ii) two (2%) percent per year (the "License Renewal Fee"), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If the Authority chooses to purchase a "Version Upgrade" at any time during the initial License Term, then the License Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade is purchased at a mutually agreeable price not to exceed 50% of the initial purchase price (excluding installation charges) plus all installation charges at Paradigm's then current rate per day per person (subject in all events to Section 4(e)(Most Favored Customer Pricing) of the Agreement. Paradigm defines modifications to the Software System as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the Authority is currently licensing (for example — going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example — going from version 6.x to 7.x).

7. SCOPE. A single, executable copy of the object code version of the Software System may be used by the Authority for testing purposes and for processing of data, but such data shall be strictly limited to data of the Authority created by or used in the connection with the day to day operations of the Authority. Neither the Software System nor the Documentation may be used by the Authority in any manner directly or indirectly related to or in connection with the

operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. The Authority shall not modify or sublicense the Software System or the Documentation. The Software System may be used on an unlimited number of terminals necessary to perform the Authority's operations at its Authorized Facilities. Paradigm shall provide the Authority with a single, back-up copy of the Source Code and Software System which the Authority shall keep in a secure location reasonably approved by Paradigm in advance and shall periodically update the same. The Authority shall place on all copies of the Software System any notice, including, copyright notice, requested by Paradigm.

8. TITLE AND OWNERSHIP. Paradigm is and shall be the exclusive owner or sublicensor, as appropriate, of the Software System, the Documentation. all associated materials provided to the Authority, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software System shall be considered a part of the Software System, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of the Software System and Documentation are provided by Paradigm on loan during the Term of the License granted pursuant to this Agreement except as provided under the Agreement in terms of Termination or expiration of the Agreement. The Authority shall keep the Software System, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of the Authority purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. The Authority hereby assigns to Paradigm all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software System, the Documentation or other materials provided by Paradigm, and shall execute all documents and instruments reasonably requested by Paradigm to effectuate such assignment. The Authority agrees that the Software System, Documentation and related materials, techniques and procedures furnished by Paradigm to the Authority hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of Paradigm or its supplier(s), as appropriate. The Authority shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software System, from the object programs or other information made available by Paradigm. Unless required by law the Authority shall not disclose, divulge or communicate to any person (including contractors and consultants), except to the Authority's employees (but then only to the extent necessary for operation of the Software System) the Software System or Documentation.

9. INDEMNITY. Without being subject to any limitation of liability provision set forth in this Agreement (including any Addendum or Exhibit attached hereto) Paradigm will, at its sole cost, indemnify, hold harmless and defend the Authority against any claim that (a) the Software System infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, or (b) any violation of the rights of any person to maintain information in private, any improper disclosure, misuses and/or theft of Confidential Information of the Authority, any introduction of Disabling Code in the Authority's systems, environment or networks, or any other breach of Paradigm's obligations relating to the security of the Authority's system and the privacy of the data stored thereon, (c) any actual or alleged bodily injury or death, or damage to personal or real property; (d) any incomplete or untrue representation or warranty set forth in this Agreement; (e) any violation of applicable law by

Paradigm; (f) any claims by third party Subcontractors and Consultants to Paradigm, or (g) any breach of this Agreement; provided that in all such cases (i) the Authority immediately notifies Paradigm in writing of such claim or action brought against the Authority; and (ii) Paradigm will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, Paradigm may (i) consent, (ii) settle; (iii) procure for the Authority the right to continue using the License and Software System; or (iv) modify or replace the Software System so that it no longer infringes and as long as the modification or replacement does not materially change the operational characteristics of the Software System and the same functions and performance provided by the Software System remain fully intact and substantially similar in all respects following such modification or replacement. If Paradigm concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) Paradigm will provide all transition services necessary for the Authority to transfer the services provided by Paradigm to a third party for a period not to exceed two (2) years; (ii) refund or credit to the Authority the License fee paid by the Authority under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (iii) the Authority will return the original and all whole or partial copies of the Software System to Paradigm; and (iv) the License granted hereunder will terminate. Paradigm has no liability with respect to infringement arising out of the modifications of the Software System or use of the Software System in combination with any other Software System or equipment not specified in the documentation accompanying the Software System or on a schedule hereto. This paragraph states the entire obligation of Paradigm regarding infringement of intellectual property rights and will survive the termination of this Agreement. The Authority shall indemnify, defend, and hold harmless Paradigm from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the improper use of the Hardware by the Authority or the Authority's inability to use the Hardware in connection with the Software System.

As of the date hereof, Paradigm represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of Paradigm, threatened against or involving Paradigm, the License granted hereunder or the Software System and that the Software System and Deliverables do not infringe upon any intellectual property of any other person or entity.

10. REPRESENTATIONS AND WARRANTIES. In addition to any other representations and warranties set forth elsewhere in this Agreement, Paradigm hereby represents and warrants to the Authority as follows:

(a) Representations and Warranties on Deliverables and Software System Functionality and Performance. Paradigm represents and warrants that the Software System, License and Deliverables (as applicable) provided under this Agreement, shall for a period of one (1) year from the date the Software System goes live on the Authority's site and has been Accepted by the Authority (the "Warranty Period") will (i) perform all functions substantially as described in this Agreement and the current edition of the Documentation and the Paradigm Response, (ii) contain the functionality specified under the RFP, Paradigm's Response, this Agreement and in the applicable Documentation, Specifications, Deliverables, Interoperability Requirements and Performance Standards; (iii) operate in accordance with the RFP, Paradigm's Response, this Agreement and the applicable Documentation, Specifications, Service Levels,

Interoperability Requirements and Performance Standards; and (iv) securely process and maintain data in accordance with the RFP specifications, this Agreement and Applicable Law. To the extent the Services include any data conversion, Paradigm represents and warrants that the data conversion shall be complete and accurate as validated and verified by the Authority. Paradigm further represents and warrants that the Deliverables and Software System shall perform in accordance with the purposes for which the Deliverables and Software System were designed and intended to be used by the Authority (as such intended use is generally described in the RFP, Paradigm's Response, Paradigm Documentation and in this Agreement), it being acknowledged and agreed that the Authority selected Paradigm to provide the Deliverables and Software System based, in part, on Paradigm's representations that the Deliverables and Software System are capable of meeting the Authority's needs, including all needs relating to the Authority's compliance with the legal requirements (including statutory, regulatory, and local rule requirements). Paradigm shall correct, at no additional cost or expense to the Authority, any failure of the applicable Deliverables or Software System to operate in accordance with the representations and warranties set forth this Agreement. To the extent required, Paradigm will also promptly design and deliver amendments or alterations to the Software System reasonably necessary to remedy or avoid any programming error present at the time of the Software System delivery or arising during the Warranty Period. The Authority shall allow Software System access to Paradigm through dedicated remote communications for this purpose. If additional software, and/or services are required to remedy the failure, Paradigm shall provide to the Authority, at no additional cost or expense to the Authority, the additional software, and/or services required for the Deliverables and Software System to operate in accordance with the representations and warranties set forth herein. In the event Paradigm is unable to correct such failure within sixty (60) days after receiving notice thereof, an Event of Default shall be deemed to have occurred. This warranty shall survive the expiration or termination of this Agreement for the applicable Warranty Period.

These limited warranties are contingent upon the Authority's written notice not later than sixty (60) days after the end of the one (1) year Warranty Period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. Paradigm makes no warranty as to the Hardware or any products (including software) not manufactured by Paradigm.

(b) Representations and Warranties on Performance of Services. Paradigm represents and warrants to the Authority that Paradigm and the Paradigm Personnel have the skills, resources and expertise to provide and shall provide all Services in accordance with the terms and conditions of this Agreement. Paradigm had an opportunity to do adequate diligence with respect to the Authority's needs and the requirements of the RFP, and has determined that the Software System, Services and Deliverables will meet the Authority's needs as described therein. Without limiting the generality of the foregoing, Paradigm represents and warrants to the Authority that: (i) all Services provided under this Agreement shall be provided in a timely, professional and workmanlike manner consistent with the highest industry standards of quality, security, privacy, and integrity; provided, however, that where this Agreement specifies a particular standard or criteria for performance, this representation and warranty is not intended to and does not diminish that standard or criteria for performance; and (ii) other than the applicable fees set forth in Exhibit B (Purchase Price Schedule) to this Addendum A, no additional cost or expense shall be required of the Authority in order for Paradigm to be able to provide the Services, Software System and Deliverables as required under this Agreement. Paradigm

represents that there are no current actual or threatened suits against Paradigm by any third party based on an alleged violation of any Paradigm IP rights.

(c) Warranties on Open Source Code. Unless otherwise agreed by the Parties in writing, Paradigm represents and warrants to the Authority that the Deliverables and Software System provided pursuant to this Agreement shall not contain any "Open Source" code. For purposes of this Agreement, "Open Source" means any software code that: (i) contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, open source software, shareware (e.g., Linux), or similar licensing or distribution models; and (ii) is subject to any agreement with terms requiring that such software code be (x) disclosed or distributed in Source Code or object code form, (y) licensed for the purpose of making derivative works, and/or (z) redistributable. Open Source includes, but is not limited to, software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (A) GNU's General Public License (GPL) or Lesser/Library GPL (LGPL); (B) the Artistic License (e.g., PERL); (C) the Mozilla Public License(s); (D) the Netscape Public License; (E) the Berkeley software design (BSD) license including Free BSD or BSD-style license; (F) the Sun Community Source License (SCSL); (G) an Open Source Foundation License (e.g., CDE and Motif UNIX user interfaces); (H) the Apache Server license; and (I) any licenses listed at www.opensource.org/licenses.

(d) THE AUTHORITY ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE WARRANTIES MADE IN THE PRECEEDING PARAGRAPHS OR ELSEWHERE IN THIS AGREEMENT. THE FOREGOING WARRANTIES AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE SYSTEM WILL BE ERROR-FREE. PARADIGM HEREBY ASSIGNS ALL THIRD-PARTY WARRANTIES FOR PRODUCTS EMBEDDED IN THE SOFTWARE SYSTEM FROM ANY OTHER PERSON OR ENTITY, AND IF REQUESTED BY THE AUTHORITY WILL ENFORCE THE AUTHORITY'S RIGHTS AGAISNT SUCH THIRD PARTY.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A
Scope of Work (Implementation Milestones)

General

This Exhibit A — Scope of Work (Implementation Milestones) (the "Milestones") forms part of the Agreement between the Parties. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, Software System, and services for the delivery of the License. The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of the Software System and Services as specified in the Agreement. The Project Manager for the Authority and Paradigm will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software System and Services directly related to their designated authority.

Paradigm's Project Team under the direction of the Project Manager will be responsible for providing the Software System and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all Paradigm's resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both Parties.

A. **Paradigm's Project Manager will be responsible for**:

(i) Submitting the baseline version detailed Implementation Plan with specific timelines, milestones, deliverables and Paradigm resources to the Authority within ten (10) business days after the execution of this Agreement.

(ii) Ensuring the Software System interfaces with the scales to be used by the Authority regardless of the make or model, provided the scales have the appropriate interface.

(iii) The import of accounts, trucks and rates from the current system to the Software System and historical transactional data if agreed to within this Agreement.

(iv) Providing regular progress reports as the situation warrants and/or as the Authority reasonably requests, including meeting/interviewing with the Authority Personnel throughout the Project as required.

(v) Meeting/Interviewing the Authority Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.

(vi) Attending status meetings either in person or via a designate (as determined by Paradigm) or through conference calls or such other means as may be mutually agreed upon.

(vii) Working with the Authority's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.

(viii) Making required modifications to the Milestones in order to obtain necessary approval(s).

(ix) Serving as Paradigm's key contact for the Authority.

B. **The Authority's Project Manager will be responsible for**:

(i) Ensuring the mutually agreed project management communication methodology is followed.

(ii) Serving as the key contact for Paradigm; coordinating status meetings either in person or via a designate (as determined by the Authority) or through conference calls or such other means as may be mutually agreed upon; working with the Paradigm Project Manager to resolve any issues.

(iii) Approving or disapproving the Paradigm Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any Authority comments, rejection or approval will be given to Paradigm no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the Authority by Paradigm.

(iv) Providing clarification and applicable instructions as requested by Paradigm throughout the Project.

(v) Monitoring Paradigm work progress and Milestones; and providing overall direction, management and leadership for the Authority Project team.

(vi) Obtaining and providing information, data and decisions necessary for the Project. in accordance with the Implementation Plan or within ten (10) business days of Paradigm's request (whichever is greater), unless the Project Managers from Paradigm and the Authority mutually agree to an extended response time.

(vi) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.

(vii) Using best efforts to obtain signoff and approval from the Authority, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.

(viii) Forwarding any required Notice of Acceptance to the Paradigm Project Manager, as appropriate.

The Services will be performed at the Authority's Facilities as needed during the Project provided that should Paradigm request resources from the Authority, such request must be reviewed and approved by the Authority Project Manager. The Authority will determine if facilities and appropriate resources will be made available as may be requested from time to time by Paradigm.

The Authority will make every effort to provide a site suitable to support the necessary Paradigm Personnel for the duration of the Project with telephone and network access.

The Authority will make available to Paradigm the necessary Authority Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

C. Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

(i) The Authority's Project Manager: The Authority's Project Manager(s) will be the focal point of decision-making and communications between the Parties.

(ii) The Authority's Project Team: Under the direction of the Authority Project Manager, the Authority's Project Team will perform the tasks described in these Implementation Milestones and the Agreement.

(iii) Paradigm's Project Manager: Paradigm's Project Manager is responsible for the Milestones and will ensure the Authority's overall satisfaction with the Project.

(iv) Paradigm Consultant(s)/Architect(s)/Specialist(s): Under the direction of the Paradigm Project Manager, the Paradigm Consultant(s)/Architect(s)/Specialists(s) will perform the tasks described in these Implementation Milestones and the Agreement.

D. Project Team Members

The Parties will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

E. Objectives

The Objectives for the Project are for Paradigm to implement the fully integrated Software System in compliance with the terms set forth in the RFP, Paradigm's Response and this Agreement. This includes the cutover from the Authority's current weighing/scale system to the new Software System to be provided under this Agreement and live support, conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as described in the RFP and Paradigm's Response and may be further defined in the Agreement and these Implementation Milestones.

The Software System must include, at a minimum, the ability to do the following:

(i) Must integrate with a Payment Card Industry ("PCI") complaint solution for credit card processing.

(ii) Collect the required information on all loads entering and leaving the Authority's Facilities.

(iii) Collect and maintain the required customer/hauler information for the customers and haulers of the Authority which are needed for billing including detailed truck information as needed for tracking.

(iv) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.

(v) Collect and manage information on loads, tonnages and balances by material type.

(vi) Calculate the appropriate charges for loads entering and leaving the sites.
(vii) Provide fraud controls and audit functions.
(viii) Track account balances for customers (if using the Accounts Receivable and Aging Module).
(ix) Collect account information to support the following account types and activities:
  (a) Cash;
  (b) Charge accounts;
  (c) Check;
  (d) Invoicing;
  (e) Process payments; and
  (f) Credit Cards (if WeighPay has been purchased).
(x) Provide Reporting capabilities including:
  (a) Operational reporting; and
  (b) Management reporting.
(xi) Retrieve information to plan new programs and improve productivity in the Authority's Facilities operations.
(xii) Implement the requirements identified in the RFP, Paradigm's Response and this Agreement.
(xiii) Ad-hoc reporting.
(xiv) Other functional requirements as specified in the Agreement.

1. **Milestone 1 — Knowledge Transfer from Business Development ("BD") to Install Team**

Paradigm shall:

- Meet with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in the Authority record:
  - Set Version Number
  - Set Site, Licensing and Module information
  - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. **Milestone 2 — Project Management Meeting (Kickoff/Status/Updates/Etc.)**

Paradigm shall:

- Schedule and perform kickoff meeting.
- Provide the Authority with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for the Authority to complete.
- Introduce the Authority to Paradigm's website to track incidents.
- Provide the Authority with current Hardware/Software System requirements PDF.
- Discuss and confirm hardware to be provided by Paradigm to the Authority.

a) Initiate a kick-off meeting which will include a site survey with the Authority Project Team to review and confirm the Authority's requirements. This will

include confirmation and verification of the hardware the Authority will need to acquire (if any) to deploy the Software System within the Authority's environment.

b) Leverage the existing Authority infrastructure in place and be able to integrate with the existing environment as described. This includes providing the Authority with general requirements for electrical and communication connections for each equipment location included in the project.

c) Provide the Test Plan for the testing of the Software System in the Authority's environment, including a list of the Authority's staff positions that should be involved in the testing which will also be provided to the Authority's Project Manager for Acceptance; however, notwithstanding the foregoing, the Authority shall review and approve the final Test Plan and acceptance criteria to be used for Acceptance Testing.

d) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.

e) Establish the work efforts and the resources necessary for the Project.

f) Develop a revised version detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan").

g) Provide a detailed role-based Training Plan for the Authority's users of the Scale House Software System Solution and the Authority's staff assigned to support the application; the Training Plan will be delivered to the Authority Project Manager for acceptance.

h) Purchase, configure and install all Hardware provided by Paradigm as listed on Exhibit B (Purchase Price Schedule) in this Addendum A.

The Authority shall:

a) Provide–Paradigm with a copy of the database from the current system for conversion requirements (if applicable).

b) Provide-Paradigm with the appropriate technical resources and information to be used to create the Authority's database.

c) Review, comment and if acceptable, approve the Hardware specifications.

d) Ensure that Paradigm has access to the minimum starting configuration of the Software System and Hardware as agreed upon and confirmed by the Authority

for installing and configuring the Software System and that such configuration shall be fully documented in writing for the benefit of the Authority.

e) Review, comment on and if acceptable, approve the Training Plan. Develop, review and approve the detailed Test Plan that will be used for Acceptance Testing.

f) Provide Notice of Acceptance with respect to the approved Milestones.

3. **Milestone 3 — Order Hardware**

- The Authority shall order any Hardware as necessary to support the Software System (other than the Hardware ordered by Paradigm under Exhibit B (Purchase Price Schedule) and Exhibit D (Hardware Inventory) of this Addendum A (System Implementation).

- Create checklist to ensure all Hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 —Intentionally Deleted**

5. **Milestone 5 — Facility Survey Review**

- The Parties shall review a completed survey.

6. **Milestone 6 —Visio Diagram/Documentation**

- The Authority shall provide images/pictures of the Authority's Facilities.
  - Scale house
  - Scale lanes
  - Site

- Paradigm will provide complete current documentation in paper and electronic format including:
  - any documentation on customizations
  - third party solutions
  - support and maintenance
  - user guides and training manuals
  - system security procedures
  - access rights matrix
  - system administration manual

- Paradigm will create Visio diagrams of the following:
  - Title page
  - Device legend
  - Overhead satellite view
  - Building layout
  - Hardware diagram

- System architecture
- Birds-eye view
- MSMQ
- Unattended
- Wiring diagram

7. **Milestone 7 — Collect Data**

- The Authority shall provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if the Authority's old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).

8. **Milestone 8 — Create Version 6 Database and Folder Structure**

- The Authority shall configure the Authority-supplied hardware and establish network communication with sites.
- Paradigm will use DBUpdate6 to create CW6 Database and Folder Structure.
- The Authority to inform Paradigm on which version of SQL will be used.

9. **Milestone 9 —Intentionally Deleted.**

10. **Milestone 10 — Initial Data Load of Setup Tables — Partial Historical Data Conversion**

- Paradigm will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
- Discuss with the Authority the plan if setup data will be loaded again in the future. At some point, the Authority will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

Paradigm shall:

(i) Provide the full system Implementation Plan with timelines, Milestones and deliverables.
(ii) Create conversion scripts or routines from sample data provided by the Authority.
(iii) Review with the Authority and rectify sample data script conversion errors until the Authority's acceptance of the converted data.
(iv) Perform data conversion(s) as needed and load onto the target platform.
(v) Install the Software System at the Authority's Facilities in accordance with the full system Implementation Plan.
(vi) Install and configure the hardware on the required lanes.
(vii) Develop a historical data migration plan.

The Authority shall:

(i) Review and approve the historical data migration plan.
(ii) Provide sample data as required.
(iii) Review the data mapping document, if such document is necessary.
(iv) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist Paradigm in correcting the errors.
(v) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the Paradigm application once the Software System is accepted.
(vi) Make sure the Authority Personnel, office space and other resources are available for the Software System deployment to all Authority Facilities.
(vii) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
(viii) Review the Software System Documentation.

11. **Milestone 11 — Test Environment Milestone**

- The Parties will create the Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
  - Allows the Authority to test any update provided by Paradigm resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The Authority can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the Software System is operating as expected.
  - Allows the Authority's new employees to practice with the Software System during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
  - Allows the Authority's existing employees to test any of the thousands of Software System setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

Paradigm shall:

Prior to performing the final acceptance testing of the whole Software System, preliminary acceptance testing in the Authority's Test Environment, will be completed by the Authority (with assistance provided by Paradigm) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

(i) Deliver and install the Software System and Hardware for the Authority.
(ii) Successful acceptance test of all required and proposed functions.

(iii) Successful demonstration that the Software System's performance and capacity meets the Authority's requirements; and in accordance with Paradigm's documentation.

(iv) Preliminary training of users. The testing period will include:

(a) Collecting the required information on all loads entering and leaving the Authority's facility.

(b) Correction of all errors or failures in hardware, Software System, configuration, customization, interfaces, or conversion.

(c) Modifications to required Documentation.

The Authority shall:

(i) Review and approve the draft Test Plan.

(ii) Execute, review and approve acceptance test results.

(iii) Provide a Notice of Acceptance with respect to the approved Milestones.

12. **Milestone 12 — Production Environment Milestone**

- The Parties will create a Production Environment for both the office and various site servers/workstations that will be using the Software System.

13. **Milestone 13 — Transaction Scenario Guide and Documentation**

- The Parties will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- The guide is critical for the Authority's user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- Paradigm will supply the Authority with electronic CW and WS Training guides and manuals.

Paradigm shall:

(i) Review and identify out of the box and customizable functionalities.

(ii) Document integration point(s) and interface(s) requirements.

(iii) Review the sample data provided by the Authority and develop data conversion plan for data migration.

(iv) Install the Software System on the Authority's Test Environment.

(v) Configure and customize the Software System to meet the requirements of the Agreement.

(vi) Test the Software System on the Authority's Test Environment.

(vii) Assist the Authority in conducting its preliminary acceptance test.

(viii) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

The Authority shall:

(i) Provide Paradigm with details surrounding any customizable functionalities.

(ii) Review of the Paradigm recommended preliminary acceptance test plan and development of the Authority's preliminary acceptance test plan.
(iii) Review and approve the data migration plan.
(iv) Provide a Notice of Acceptance with respect to the approved Milestones.

14. **Milestone 14 — Programmer Liaison Meeting**

- Paradigm to assign Programmer Liaison if necessary.
  - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

15. **Milestone 15 — Remote Training**

- Paradigm to provide the Authority with any remote training as identified in the Agreement.
  - Train on ad-hoc reporting and to recreate Authority reports prior to going onsite.
  - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. **Milestone 16 — Configure Hardware**

- The Parties shall test and configure the Hardware provided in the Agreement.
- The parties shall test and configure the Hardware (such as printers, scales, etc.).

17. **Milestone 17 — MSMQ Configuration**

- Paradigm to successfully install and test MSMQ prior to on-site arrival.

18. **Milestone 18 — Ticket Setup and Review**

- The Authority to provide Paradigm with desired ticket layouts.
- Paradigm to create desired ticket layouts.
- The Authority to confirm/approve ticket layouts.

19. **Milestone 19 — Email Configuration**

- The Authority to provide Paradigm with email credentials.
- Paradigm will configure email within the Software System.
- The Authority will test the email configuration.

20. **Milestone 20 — WeighPay Configuration**

- Paradigm and the Authority to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.
- Hardware —Paradigm and the Authority to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.

- If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- Paradigm to document Middleware/Gateway, and Processor.
- The Authority to provide responses to the following questions (additional questions may be necessary):
  - Does the Authority do pre-authorizations?
  - Does the Authority use Store and Forward?
  - Does the Authority require signatures?
  - Does the Authority let operators perform voids/refunds?

21. **Milestone 21 — Custom Report Review**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to determine if reports can be created in Ad-hoc or if custom reports must be created (custom reports may incur an additional cost if not included in the Agreement).
- The Parties will discuss any custom reports needed that have been specified and agreed to in the Agreement.
- Paradigm to provide list of standard reports.

22. **Milestone 22 — Ad-hoc Report Conversion/Creation**

- The Authority to provide reports that are to be created within CW6.
- Paradigm to train the Authority on the creation of Ad-hoc Reports.

23. **Milestone 23 — Batch Report Creation**

- The Authority to provide Paradigm reports that are to be included in Batch (Scheduled) Reports.

24. **Milestone 24 — AR and Aging/Posting**

- If Posting to a third-party GL accounting package:
  - The Authority will provide export file requirements.
  - Paradigm will develop custom export to third-party accounting package per requirements.
- If using Paradigm's AR and Aging:
  - The Authority will provide Invoice and Statement layouts,
  - The Authority will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. **Milestone 25 — Book Travel**

- Paradigm Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.

- Transaction Scenario Document must be completed and reviewed thoroughly with the Authority and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with the Authority.
- Paradigm to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. **Milestone 26 — Installation Work Plan**

- Paradigm to present the Authority with the work plan that will include a specific schedule of the events that will occur while on-site.
- The Authority to approve installation work plan.

27. **Milestone 27 — Database Maintenance Task**

- Paradigm to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If the Authority's DBA schedules their own backups, Paradigm will work with DBA to ensure proper files are included.

28. **Milestone 28 — Go-Live Prep — Purge Test Data and Final Steps Prior to Go-Live**

- Final acceptance Test Plan to include KPI's to be mutually agreed upon.
- Paradigm will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- Paradigm to perform file backup.
- Depending on the Authority's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
  - InsFunds tables (Purge and Reload if Upgrade)
  - Z Out (Purge and Reload)
  - Trans table for the testing period
  - Hold Table (Hold.Trans)
  - Actg Batch table (If Using AR and Aging)
  - A2 Payment table (If using AR and Aging)
  - Offense Table (if using offenses)
  - CustomFreeUnits Trans (If Using Custom Free Units)
  - Purge History Schema (Use DBUpdate)
  - Purge Audit Logs (Use DBUpdate)
  - Reset Sequence Numbers
  - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the Software System/database, these steps will need to occur for each instance.)

29. **Milestone 29 — Go-Live**

- The Parties will participate in this Milestone to cutover from the current solution to CW6.

30. **Milestone 30 — Final Historical Transaction Data Conversion**

- Paradigm may need to reload most recent transactions up to Go-Live.
- Paradigm will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.
- Paradigm will assist the Authority in the development and implementation of a disaster recovery system within the price of the current Agreement unless extended by change order.

31. **Milestone 31 — Post Installation Checklist**

- Paradigm will review Post Installation Checklist to ensure all items have been completed.
- Paradigm will provide the Final Installation Note document to the Authority to assist with understanding the transition from the installation team to the support team.

32. **Milestone 32 — Knowledge Transfer from Install to Support**

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. **Milestone 33 — Install Manager Post Go-Live Follow-Up**

- Paradigm's Install Manager will schedule a call with the Authority's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has met the expectations of the Authority and if there are any open items that need to be address.

34. **Milestone 34 — Introduction to the Support Department Manager**

- Schedule call with Support Manager, Lead Install Tech and Authority's Primary Contact to introduce the Support Manager and detail the support process to the

Authority to ensure the Authority is contacting support for support related issues going forward.

35. **Milestone 35 — Business Development Follow-Up**

- Task for Business Development to contact the Authority's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price Schedule

Description	Qty / UM	Unit Price	Extended Price
1. CompuWeigh License - (1-user concurrent license) *	20 / Each	$525.00	$10,500.00
2. WeighStation Program License *	30 / Lane	$5,775.00	$173,250.00
3. WeighStation Program License (for use in the office)	1 / Lane	$0.00	$0.00
4. MSMQ Module (>20 lanes) *	1 / Flat Fee	$14,950.00	$14,950.00
5. Insufficient Funds/Split Payments Module *	1 / Flat Fee	$1,575.00	$1,575.00
6. Alerts / Rules Module *	1 / Flat Fee	$2,625.00	$2,625.00
7. Software Discount	1 / Each	($10,000.00)	($10,000.00)
8. AR and Aging Module *	1 / Flat Fee	$19,995.00	$19,995.00
9. WeighPass Module (to be used for by-pass lane and Ref 1 / Ref 2 Access) *	1 / Flat Fee	$9,625.00	$9,625.00
10. Unattended Module (includes RF Module on unattended lanes) *	1 / Flat Fee	$20,000.00	$20,000.00
11. Jobs/LOA/DAS Module *	1 / Flat Fee	$25,000.00	$25,000.00
12. Video/Picture Module *	30 / Lane	$1,575.00	$47,250.00
13. Light Module *	1 / Flat Fee	$15,000.00	$15,000.00
14. Gate Module *	1 / Flat Fee	$15,000.00	$15,000.00
15. WeighPay Module – (22 attended lanes. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	22 / Lane	$1,885.00	$41,470.00

Description	Qty / UM	Unit Price	Extended Price
16. WeighPay Module – (For use in the office. Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in PSLLC pricing unless specifically noted.) *	1 / Lane	$0.00	$0.00
17. Web Reporting Module (with credit card integration) (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Customer is responsible for hosting for the solution, SSL and any and all fees. PSLLC can provide hosting for an additional fee if the Authority is interested.) *	1 / Flat Fee	$25,000.00	$25,000.00
18. Scale Monitoring Module *	30 / Lane	$1,575.00	$47,250.00
19. Driver's License (Barcode) Scanning Module *	30 / Lane	$1,575.00	$47,250.00
20.Export to Third-Party Accounting Package (GL only) – (Export to eFinancePlus Software) *	16 / Hour	$225.00	$3,600.00
21. Historical Data Conversion (includes trucks, accounts, rates, transactions, accounting starting balances – does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, additional charges may apply.)	1 / Flat Fee	$0.00	$0.00
22. Customization – Ability to scan documents at the time the transaction is processed. The exact process will need to be determined based on the Authority providing business requirements. We will include this customization up to 20 hours at no additional charge to the Authority. This does not include the purchase of any necessary hardware.	1 / Flat Fee	$0.00	$0.00
23.Swing Away Canopy for Enclosures	8 / Each	$1,660.19	$13,281.52

Description	Qty / UM	Unit Price	Extended Price
24. Stainless Steel Kiosk Enclosure (w/heater, fan, exhaust & thermostat – (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards. PSLLC will configure the hardware to work with the software. At implementation - 2 kiosks will contain unattended credit card hardware, the remaining 6 kiosks will have a plate that can be switched at a later date to accept the unattended credit card hardware.)	8 / Each	$7,241.75	$57,934.00
25. Touch Screen Industrial Computer for Enclosure	8 / Each	$4,500.00	$36,000.00
26. Kiosk Thermal Receipt Printer	8 / Each	$850.00	$6,800.00
27. 2-port Extended Temperature Serial Server (Perle)	1 / Each	$528.06	$528.06
28. RF Junction Box - (to connect to existing RF Readers)	8 / Each	$600.00	$4,800.00
29. Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer - customer must provide POE Switch)	8 / Each	$1,870.64	$14,965.12
30. Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	8 / Each	$751.17	$6,009.36
31. 4-port Extended Temperature Serial Server (Perle)	29 / Each	$774.80	$22,469.20
32. 1-port Serial Server (Perle)	1 / Each	$486.20	$486.20
33. Case Kiosk Thermal Receipt Paper (8 Rolls) - (one case per site)	7 / Each	$145.54	$1,018.78
34. Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	22 / Each	$2,457.00	$54,054.00
35. OPTO Board, Brain and Modules (to	18 / Each	$1,700.00	$30,600.00

Description	Qty / UM	Unit Price	Extended Price
control lights and gates)			
36. Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	22 / Each	$461.36	$10,149.92
37. Camera – customer to provide POE switch and location of each camera on the lanes (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards up to the camera. PSLLC will configure the hardware to work with the software.)	138 / Each	$1,069.81	$147,633.78
38. Driver's License / Barcode Scanner	30 / Each	$598.69	$17,960.70
39. Driver's License / Barcode Scanner in Stainless Steel Enclosure (for Ref 1 and 2)	3 / Each	$625.25	$1,875.75
40. Fiber to Ethernet with 4-port POE Switch	8 / Each	$762.75	$6,102.00
41. Project Management - (Authority will only be invoiced for time used)	1,040 / Hour	$150.00	$156,000.00
42. On-Site Installation - (Hardware - includes travel for one trip)	1 / Flat Fee	$50,000.00	$50,000.00
43. On-Site Installation - (Go-Live - 1 Site - 3 Techs for 7 days (2 weekend days) - includes travel)	168 / Hour	$301.60	$50,668.80
44. On-Site Installation - (Go-Live - 2 Sites - 3 Techs for 5 days - includes travel)	120 / Hour	$281.25	$33,750.00
45. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
46. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
47. On-Site Training - (includes travel and weekend travel stay)	160 / Hour	$271.86	$43,497.60
48. Remote Install/Training - (Authority will only be invoiced for time used)	480 / Hour	$210.00	$100,800.00

Description	Qty / UM	Unit Price	Extended Price
49. On-Site Installation - (After Hours Work - Authority will only be invoiced for time used)	200 / Hour	$315.00	$63,000.00
50. Schedule A of Addendum B (one-time charges)	1 / Flat Fee	$1,405.00	$1,405.00
Licensing, Customization, Hardware and Implementation Total:			**$1,531,129.79**

*Used to calculate Annual Support at twenty (20%) percent.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C
Payment Schedule

All costs, and expenses and fees shall be on a fixed-fee basis, and each payment installation shall be made based on Payment Schedule below.

Percentage Due:	Amount Due:
50% - Hardware Due Upon Contract Execution	$216,334.20
40% - Services Due Upon Contract Execution	$235,086.56
25% - Hardware Due Upon Delivery	$108,167.10
100% - Software Due Upon Initial Installation of Base Version in Test Environment	$509,340.00
25% - Services Due Upon Initial Installation of Base Version in Test Environment	$146,929.10
20% - Services Due Upon Go-Live	$117,543.28
25% - Hardware Due Upon Go-Live	$108,167.10
15% - Services Due 90 Days After Go-Live	$88,157.45
100% - Due Upon Delivery for Schedule A of Addendum D (Credit Card Gateway Services)	$1,405.00
	$1,531,129.79

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Software Support Due 90 Days After Go-Live and Pro-Rated for 9 Months to coincide with Credit Card Gateway Services and Annually Thereafter (with modifications per the Terms of the Agreement)	$103,868.00
100% - Hardware Support Due Upon Go-Live and Annually Thereafter (with modifications per the Terms of the Agreement)	$34,000.00
100% - Due upon Go-Live for Schedule B of Addendum D (Credit Card Gateway Services) and Annually Thereafter (with modifications per the Terms of the Agreement)	$33,870.00
	$171,738.00

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT D
Hardware Inventory

DESCRIPTION	QTY / UM
Touch Screen Industrial Computer for Enclosure	1 / Each
Kiosk Thermal Receipt Printer	1 / Each
2-port Extended Temperature Serial Server (Perle)	1 / Each
RF Junction Box - (to connect to existing RF Readers)	1 / Each
Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer)	1 / Each
Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button)	1 / Each
4-port Extended Temperature Serial Server (Perle)	1 / Each
1-port Serial Server (Perle)	1 / Each
Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	1 / Each
OPTO Board, Brain and One of Each Module	1 / Each
Indoor Thermal Receipt Printer (Serial+USB+Ethernet)	1 / Each
Camera	1 / Each
Driver's License / Barcode Scanner	1 / Each
Fiber to Ethernet with 4-port POE Switch	1 / Each
RF Reader	1 / Each

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B
Service Levels

1. **Definitions**

In this Addendum B, the words set out below will have the following meanings:

- **"Business Day"** shall refer to 7:00 a.m.to 6:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays.
- **"Custom Hardware"** means all hardware assembled or manufactured to meet the Authority's specifications and supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **"Incident"** means any Authority query, defect, problem or error regarding the Software System, Hardware, or Custom Hardware.
- **"Hardware"** means all hardware supplied by the Authority or supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **-"Software System"** means all Software System supplied to the Authority by Paradigm pursuant to the Agreement to which this Addendum B is attached.
- **"Statutory Holidays"** — the following days are the statutory holidays that Paradigm's Offices are closed. If any changes, Paradigm will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
    - **New Year's Day** — January 1st if it falls on a weekday, else the Monday following
    - **Good Friday** — Friday before Easter Sunday
    - **Memorial Day** — The first Monday following May 22nd
    - **Independence Day** — July 4th if it falls on a weekday, else the Monday following
    - **Labor Day** — 1st Monday in September
    - **Thanksgiving** — 4th Thursday in November
    - **Christmas Day** — December 25th if it falls on a weekday, else the Monday following Christmas Day

2. **Statement of Intent**

The aim of the Service Level Requirements is to provide a basis for close co-operation between the Parties for support services to be provided by Paradigm to the Authority, thereby ensuring a timely and efficient resolution to any Incidents encountered by the Authority in the use of the Software System.

3. **Objectives of Service Level Requirements**

The Parties acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between the Parties to ensure effective support for the Authority's end users.
- To document the responsibilities of the Parties with respect to the Service Level Requirements.

- To ensure that the Authority achieves the provision of high quality of service for its end users with the full support of Paradigm.
- To define the services to be provided by Paradigm and the level of service which can be expected by the Authority.
- To detail the information Paradigm requires from the Authority in order for Paradigm to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. **Service Types**

The success of the Service Level Requirements depends fundamentally on the ability of the Parties to communicate credible and reliable information.

First, the Parties acknowledge and agree that it is important that there be a clear chain of communication between Parties.

Second, the Parties acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to Paradigm; in some instances, the Authority's/Partners may support Types 1-4 in part or in whole.

During the provision of Standard Support Services, Paradigm is required to comply with the Authority's protocols for remote access and Software System change control.

4.1 Type 1 — Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform Authority of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3
- The entire Software System will be supported by Paradigm as its core product, and any customizations required for the Authority's use shall be well documented and provided to the Authority, and will be incorporated by Paradigm as the core product provided under this Agreement and will be supported for the Term of this Agreement and during the Version Support Period provided for in this Agreement.

4.2 Type 2 — Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up
- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of hardware components provided by Paradigm associated with the operation of the system pursuant to Section 11(b) of the Terms and Conditions
- Inform the Authority of closure of Type 2 ticket

- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 — Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party Software System integrations (provided by Paradigm)
- Inform the Authority of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 — Updates and Installations

- Provide Updates to the Authority for installation in Test Environment
- Provide Updates to the Authority for installation in Production Environment

The Authority will implement Microsoft critical patches and Paradigm shall use its best good faith efforts to provide continued support of the existing Software System.

4.5 Type 5 — Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 — Review and Refresh (Billable)

- Multi-day session on topics to be agreed with the Authority; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by the Authority
- Advise on Best Practices

5. Service Level Requirements

5.1. Incident Severity Ranking

Severities for all Incidents in which the Software System is not operating as described in the Agreement, will be jointly classified by the Parties under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software System function listed in the table below:

(1) Displaying information to Operators
(2) Capturing information from site peripherals
(3) Acquiring / Storing information from the Software System

Severity Ranking	Identification	Description
1	**Emergency**	**Complete stop or major breach of the Software System or Hardware ceases the Authority's operations for one or more users at a critical period.** (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	**High**	**Major problem that disrupts operations during working hours. A work around may be available to assist the Authority until the problem is resolved.** Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	**Medium**	**Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.** (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	**Low**	**Minor problem or request for information from users.** (Example: Configuration settings, requests for information purposes only, etc.).
5	**Wish List**	Suggestions for improvement, ideas or input from the Authority that would be considered for future updates or upgrades to the application.

5.2. Response and Resolution Times

Severity Ranking	Response Time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the Authority or contact in the immediate hour of receiving the incident notification.	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four (4) hours

2 High	Respond immediately to the Authority or contact within one hour of receiving the incident notification	Diagnose problem and establish the plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Parties representatives
3 Medium	Respond immediately to the Authority or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) days including the weekends or as agreed to by the Parties representatives
4 Low	Respond immediately to the Authority or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Parties representatives

5.3. Response Times Not Met — Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the "Required Outcomes" column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the Authority's operations, the Authority can escalate (Annex A) and address the problematic situation with the management team of Paradigm to agree on a plan of corrective actions. As part of Paradigm's Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by Paradigm to the designated Paradigm and Authority management contacts.

Response Time Exceeded	The Authority will contact Support Manager to expedite response
Corrective Plan Time Exceeded	The Authority will request Support Manager to support problem diagnosis

6. **Paradigm's Support Hours of Service**

Emergency Severity Incidents

Paradigm offers telephone coverage 24x7x365 for **incidents with critical impact on operations, i.e. those with "Emergency" severity ranking as defined by the table in Section 5.1 of this Addendum B,** with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:

- **Regular Business Days — During Office Hours — Monday to Friday 7:00 a.m. to 6:00 p.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days — Outside Office Hours — Monday to Friday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends — Friday to Monday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays — From 6:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
  - Email / Web Ticket — Monitored and responded to within two (2) business days
  - Telephone — Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. **Paradigm's Primary Reporting Responsibilities**

Paradigm proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. **The Authority's Primary Reporting Responsibilities**

The Authority will provide a prime and secondary Contact(s) through which all reported problems encountered by the Authority would be funneled for subsequent notification to Paradigm. These individuals must have a working knowledge of the Software System and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The Authority is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the Authority's operation. The Authority will refer all problems to Paradigm in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:

- Software System affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on the Authority's Operations:
- Other pertinent information (as appropriate):
- The Authority will supply Paradigm with reasonable remote electronic access to the Equipment, Software System, or any computer hardware where the Software System and data files may reside in order that Paradigm can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the Authority is responsible to ensure all Support payments to Paradigm are current.

9. **Complaints**

All complaints relating to the operation of the support service by either party will be forwarded in writing (email shall suffice) and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the Parties.

10. **Other Service Level Requirements Exclusions**

Services provided do not include support for system environment changes necessitated by the Authority or outside of the control of Paradigm. Examples of exclusions include, but are not limited to:

- The Authority's infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor Software System changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM C
Escrow Agreement

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("Paradigm"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "Escrow Agent") and the undersigned Authority ("Authority").

Paradigm and the Authority have entered into a certain Standard Support Services and Licensing Agreement. This Addendum to that Agreement governs the custody and release of source code to be held by Escrow Agent for a certain computer Software System licensed to the Authority by Paradigm. It includes and is subject to all of the Terms and Conditions and Addenda attached to the Agreement itself, all of which are incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By: _____
Jackie W. Barlow, II
Chief Operating Officer

Date: 11/11/2019

SHAFFER, MCLAUCHLIN AND STOVER, LLC
836 South Main Street, Suite 102
Bel Air, MD 21014

By: _____
Eric E. McLauchlin
Partner/Member

Date: 11.11.19

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

7501 North Jog Road
West Palm Beach, FL 33412

By: _____
Dan Pellowitz
Executive Director

Date: 11/13/2019

TERMS AND CONDITIONS

1. Deposits

Escrow Agent has accepted and currently holds on deposit a single copy of the source code ("Source Code") and related information for certain computer programs as more specifically identified in Section 10 below that have been licensed to the Authority pursuant to a written license agreement (the "License Agreement"). All such materials with the Source Code are hereinafter collectively referred to as (the "Escrowed Assets"). Paradigm shall deposit an updated copy of the Source Code upon each general release of such updates or upon any change to the Source Code and each updated copy shall upon deposit be deemed the Source Code under this Agreement. Paradigm shall also update, as necessary all other Escrowed Assets, with each general release, version, changes and modifications. After each update, Paradigm shall automatically send the updated Escrowed Assets to the Escrow Agent with a notification of such action to the Authority.

The copy of the Source Code and each other Escrowed Asset held by Escrow Agent shall be and remain the exclusive property of Paradigm, and Escrow Agent will hold the Escrowed Assets as specifically provided in this Agreement. Escrow Agent will hold the copy of the Source Code and each Escrowed Asset in safekeeping at its offices and may deliver a copy of the same to the Authority, but only under the conditions specified below. Upon reasonable request, and at the Authority's cost, the Authority has the right to have its auditor or agent examine the copy of the Source Code and each other Escrowed Asset to confirm that that version in escrow is the most current version of each Escrowed Asset and to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by Paradigm at its premises in Cockeysville, Maryland.

2. Conditions for Release

The Authority shall be entitled to receive from Escrow Agent and to make limited use as herein provided of a single copy of the most recent version of the Source Code or such other Escrowed Asset, if (i) Paradigm releases the Source Code or such Escrowed Assets to other licensees as a matter of general policy; (ii) Paradigm refuses to offer the Authority error correction services or changes required to comply with federal regulations at Paradigm's standard rates and on its standard terms and conditions; (iii) Paradigm becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); (iv) Paradigm as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement, (v) any direct or indirect sale of more than 50% of the ownership interests in Paradigm, or the sale of all or substantially all the assets of Paradigm, or any other sale, transfer, merger or acquisition transaction without the prior written consent of the Authority, or (vi) the Source Code and Escrowed Assets are to be released to the Authority in compliance with the terms of the License Agreement. Any of the foregoing events is referred to below as a "Release Condition".

Upon the happening of any Release Condition, Authority may at its option give Escrow Agent written notice (the "Notice") requesting a copy of the Source Code and each other Escrowed Asset. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____, 2019," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which the Source Code and each other Escrowed Assets is on deposit and which the Authority desires to have released; and (iv) be given within sixty (60) days of the Authority's knowledge of the happening of the applicable Release Condition.

Upon receipt of the Notice, Escrow Agent shall send a copy to Paradigm by commercial form guaranteed delivery, including encrypted retrieval ("Secure Delivery"). If Paradigm denies or disputes an alleged Release Condition, Paradigm shall, within fifteen (15) days after the receipt of the copy of the Notice from Escrow Agent, deliver to the Escrow Agent a statement (the "Statement") identifying its dispute. Escrow Agent shall send a copy of the Statement to the Authority by Secure Delivery, and Escrow Agent shall continue to hold the Source Code in accordance with this Escrow Agreement. If Escrow Agent does not receive the Statement within the applicable time period, or if Escrow Agent is informed in the Statement that Paradigm's denial of statements in the Authority's Notice does not apply to certain applications or modules, Escrow Agent is authorized and directed to deliver a copy of the applicable Source Code or any other Escrowed Asset to the Authority. Upon delivery to the Authority under any circumstances, the Source Code and each other Escrowed Asset shall become a part of the licensed Software System and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement.

In the event that Paradigm delivers the Statement to Escrow Agent in the manner and within the time period set forth above, Escrow Agent shall not release a copy of the Source Code or any part thereof or any other Escrowed Asset to the Authority unless (i) required to do so by order of a court of competent jurisdiction, or (ii) Escrow Agent has received written instructions with authorized signatures of both Paradigm and the Authority requesting release to the Authority. The Escrow Agent may withhold release of the Source Code or any other Escrowed Asset to the Authority if fees or costs owed by the Authority to the Escrow Agent are unpaid.

3. **Payments and Fees**

The Authority shall pay to Paradigm $500.00 upon the execution of this Agreement for the establishment of an account (the "Acceptance Fee") plus $200.00 for the initial deposit (the "Maintenance Fee") for 2020. Thereafter, the Authority shall pay to Paradigm $200.00 per calendar year for the Maintenance Fee. Upon execution of this Agreement and receipt of payment from the Authority, Paradigm shall pay the Escrow Agent a $300.00 Acceptance Fee and a $100.00 Maintenance Fee for 2020. Thereafter, Paradigm shall pay the Escrow Agent a $100.00 Maintenance Fee per calendar year. The Parties agree that the Maintenance Fee will not exceed $500.00 per calendar year. The Authority's terms of payment are "Net 30 Days" after receipt of an acceptable invoice for services rendered to date. Any fees or expenses incurred by the Escrow Agent in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance shall be paid equally by Paradigm and the Authority.

4. **Termination and Cancellation**

It is the responsibility of the Authority to forward the annual Maintenance Fee to Paradigm. Failure of the Authority to pay Paradigm the applicable fees, within thirty (30) days written notice of payment due, shall result in the cancellation of the Escrow Agreement and the termination of Escrow Agent's obligations under the terms thereof, in which case Escrow Agent shall return the Source Code and other Escrowed Assets to Paradigm and shall have no further obligation hereunder.

This Agreement shall also terminate upon delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code and all the other Escrowed Assets to the Authority hereunder shall act as a termination of all of Paradigm's responsibilities, all of Paradigm's warranties, and all of Paradigm's Software System maintenance obligations under the License Agreement and all other agreements.

5. **Limitation on Escrow Agent's Responsibility and Liability**

As a fiduciary, conservator, receiver or guardian of the Escrowed Assets that it receives, Escrow Agent's obligation is solely one of safekeeping. Escrow Agent shall not be obligated or required to examine or inspect the Escrowed Assets except as provided hereunder to confirm that the copies delivered are in fact accessible and available. The Escrow Agent cannot and does not warrant the content of the Escrowed Assets that it receives from Paradigm, regardless of the media used to transmit it. Escrow Agent's obligation for safekeeping shall be limited to providing the same degree of care for the Escrowed Assets as it maintains for its valuable documents and those of its clients at the same location. However, Escrow Agent shall not be responsible for any loss or damage to the Escrowed Assets due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of Escrow Agent. Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. Escrow Agent shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

Paradigm and the Authority shall jointly and severally indemnify Escrow Agent against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of Escrow

Agent), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

Paradigm and the Authority acknowledge that Escrow Agent has previously represented and represents Paradigm regarding other transactions, but nonetheless enter into this Agreement, consent to the representation by Escrow Agent of Paradigm, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. Paradigm and the Authority acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the Escrow Agent to perform hereunder or to represent Paradigm as to matters unrelated hereto,

6. **Intellectual Property**

The release of the Escrow Material to the Authority will not act as an assignment of any Intellectual Property Rights that the Licensor or any third party possesses in the Escrow Material. Without prejudice to this Section 6, the Escrow Material shall remain at all times the confidential and intellectual property of its owner. In the event that Escrow Agent releases the Escrow Material to the Authority, the Authority shall be permitted to use the Escrow Material only for the release purposes.

7. **Bankruptcy**

Paradigm acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). Paradigm acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, the Authority may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against Paradigm, and unless and until the License Agreement is rejected upon written request of the Authority to the Trustee, Trustee (a) shall not interfere with the rights of the Authority as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Escrowed Assets from the Escrow Agent. If the Trustee rejects the License Agreement or this Escrow Agreement and the Authority elects to retain its rights hereunder and upon written request of the Authority to the Trustee, the Trustee shall provide the Escrowed Assets to the Authority.

8. **Resignation**

The Escrow Agent may resign by delivery of a thirty (30) day written notice to both Paradigm and the Authority. The Escrow Agent will deliver the Escrowed Assets (including the Source Code) upon the joint written direction of Paradigm and the Authority received within thirty (30) days of the date on the Escrow Agent's notice of resignation. If no joint direction is received within the time period outlined, the Escrowed Assets (including the Source Code) will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014-to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

9. **Miscellaneous**

A. **Complete Understanding**. This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. The Authority expressly acknowledges, agrees and represents to Paradigm that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. The Authority agrees that no contrary terms and conditions of any subsequent Authority purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by Paradigm in writing.

B. **Notice**. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

C. **Invalidity**. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

D. **Effective Date**. This Agreement shall become effective and shall be binding only upon acceptance by the Authority, Escrow Agent and Paradigm, when the last party signs.

E. **Governing Law**. This Agreement shall be deemed to have been entered into in the State of Maryland and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

10. **The Escrowed Assets to be deposited into Escrow**

The Escrowed Assets shall include, but are not limited, to the Source Code, including all Paradigm copyrighted and non-copyrighted source code and support documentation which will permit a reasonably skilled service provider to review and rework the Authority's Software System (as defined in the License Agreement), and to permit the Authority and its other vendors to integrate other software with the Software System:

CompuWeigh system application source code including modifications specific to the Authority for the modules licensed to the Authority:

- Message Queuing Module (MSMQ)
- Web Reporting and Payment Module
- Video/Picture Module
- WeighPay Module/Signature Capture Module
- Jobs Module
- Accounts Receivable and Aging Module

Unattended and other related modules:

- Unattended Operation Module
- Traffic Light module
- Traffic Gate module

Other/Support Documentation:

- File structures (data definitions and relationships)
- Release date for each module listed above
- Minimum/recommended system requirements for server(s) including but not limited to the operating system and version
- Other documentation to include but not limited to name(s) of the programming/development language(s) and versions for the Source Code
- ODBC drivers
- API's (Application Program Interfaces); list of integrated third-party software versions/release information
- Other information Paradigm deems pertinent to support the Source Code
- Photographs, drawings, or schematics of the unattended system and its components, custom hardware, and any related support documentation.

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM D
Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide, by its acceptance of the Agreement to which this Addendum D is attached, and further agrees, through a subcontract with a credit card service provider designated by the Authority and as part of the Software Services provided under the Agreement to which this Addendum D is attached, to install the necessary hardware and software necessary for the Authority's Customers to pay for weighing services at Authority's Facilities with credit cards through the Credit Card Services as defined in and in accordance with the terms and conditions set forth in Schedule A and Schedule B attached hereto to this Addendum D ("Credit Card Services"). The Terms and Conditions of this Addendum D and Schedule A and Schedule B to this Addendum D shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. THE AUTHORITY UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH IN THIS ADDENDUM. BY SIGNING WHERE INDICATED BELOW, THE AUTHORITY ACCEPTS THESE TERMS AND CONDITIONS AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE SUCH TERMS WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS ADDENDUM.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, shall relate only to the use and provision of the Products and Services defined herein. For the purposes of this Addendum, the terms shall have the meanings set forth in Section 1 below and not as defined in the Agreement itself. For adequate consideration, the receipt of which is hereby acknowledged, and the Authority, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions.** Certain capitalized terms shall have the meanings set forth below:

1.1. **"API"** means application program interfaces or other access vehicles (i.e. web services) or methodologies.

1.2. "**ACH**" means an authorized clearing house.

1.3. **"Authorized Users"** means persons or entities that are authorized by the Authority to access and use the Services.

1.4. **"Documentation"** means the written materials provided to the Authority, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through Paradigm.

1.5. **"Engagement Hardware"** means the applicable hardware provided through Paradigm to the Authority and certified for use with the Services and used by the Authority to enable the use of certain of the Services.

1.6. **"Gateway Services"** means the transaction processing services provided to the Authority through Paradigm's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of the Authority to a payment processing network.

1.7. **"Credit Card Platform"** means the cloud-based payment solution owned and maintained by Paradigm's Vendor including the hardware and Software System utilized for processing credit, debit and other transactions as well as transmitting other data between the Authority, a Software System solution utilized by the Authority, as well as the consumers of the goods and/or services provided by the Authority.

1.8. **"Product(s)"** means all equipment, Engagement Hardware, firmware, software (other than the Software System installed under the Agreement), and other applications, including all updates, modifications, enhancements, replacements, provided to the Authority through Paradigm under this Addendum and used solely in connection with the Gateway Services.

1.9. **"Services"** means the services provided by Paradigm to allow the Authority to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.10. **"Software System"** means the Software System programs, including without limitation the Software System related to the Gateway Services and Credit Card Platform as well as related Software System & all pass-thru Software System licenses from third-party Software System providers whose Software System is part of the offering under this Addendum.

1.11. **"Vendor"** shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, the Authority has selected:

□ CardConnect

2. **Use of Services and Products.** Subject to and conditioned on the Authority's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term of the Agreement (as extended from time to time), the Authority and its Authorized Users may access and use the Services and the Products. Paradigm shall use commercially reasonable efforts to provide the Services to the Authority and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. Paradigm may, in its discretion from time to time, without liability to the Authority revise, modify, update, limit or replace any Products or Services in whole or in part in order to most efficiently provide the Services under this Addendum, provided the Products and Services are not adversely affected in any material manner and Paradigm provides reasonable notice to the Authority prior to the occurrence of any such event.

3. **Documentation.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. **The Authority's Responsibilities.** Paradigm shall provide the Authority access to electronic versions of any applicable Documentation that Paradigm makes generally available to its customers of the same Services and Products. The Authority may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by the Authority and its Authorized Users, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4.1 The Authority agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through Paradigm.

4.2 The Authority is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data entered or uploaded. Paradigm is not responsible for any inability to perform Services due to the Authority's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or Software System.

4.3 The Authority shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. The Authority shall ensure that its use of the Product complies with all laws directly or indirectly applicable to the Authority and its Authorized Users. The Authority agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which Paradigm, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). The Authority also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. The Authority agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO THE AUTHORITY'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4 The Authority understands that the Authority may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5 This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of Paradigm, separately from the Agreement, and all rights of assignment are subject to the terms and provisions set forth in the Agreement.

5. **Authorized Users.** The Authority shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. The Authority shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. Paradigm may disable an Authorized User's access to the Services at any time in its sole discretion if Paradigm has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. The Authority is responsible for designating user IDs and passwords for any and all Authorized Users. The Authority agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Paradigm immediately if access to such information is, or is thought to have been, released to

any unauthorized party. The Authority agrees not to allow multiple users to access the Software System using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of the Authority and Paradigm shall not be held responsible in any way for any breach in system security as a result of the Authority's actions or inactions relating thereto.

6. **User IDs.** The Authority is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by the Authority. The Authority shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. The Authority shall: (i) notify Paradigm immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software System.

7. **Payment Terms.** The Authority shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. **Products.** At no time shall the Authority utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. The Authority shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, the Authority will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. Paradigm shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. The Authority shall be responsible for the purchase of and Paradigm shall be responsible for the installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and for the Authority and its Authorized Users to access and use the Software System. The Engagement Hardware shall be subject to a manufacturer's warranty as between the Authority and the device manufacturer as administered by the manufacturer. Paradigm does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to the Authority upon shipment. The Authority shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. Paradigm assigns to the Authority any third-party warranties and indemnities for the Engagement Hardware. The Authority's sole and exclusive remedy for the breach of any such third-party obligations under this Addendum shall be against the applicable third-party manufacturer or Vendor, and not against Paradigm.

9. **Telecommunications; Internet access.** For the avoidance of doubt, Paradigm does not provide telecommunication or other wireless or internet services. The Authority is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of the Authority's systems and access to the Services by the Authorized Users employed by the Authority. The Authority agrees to process data using third party programs,

including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws, provided that Paradigm shall set up the Software System as provided in the Agreement to properly function with all such protocols. Paradigm makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet Paradigm. Paradigm shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party Software System, infrastructure or Services.

10. **Improper Use.** Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. Paradigm shall have no liability for damage or any losses to the extent that it resulted from the Authority's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by Paradigm or the Vendor to the Authority.

11. **Ownership.** Except as otherwise provided for herein and in the Agreement, this Addendum shall not be deemed to grant to the Authority or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of Paradigm (collectively, the "Paradigm Materials") or the Vendor. Paradigm expressly reserves all rights to Paradigm Materials not specifically granted herein. The Authority shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than the Authority's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software System or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software System contained therein or Services or the data contained therein; or (viii) attempt to gain unauthorized access to the Software System or Services or related systems or networks.

12. **Confidential Data.** The Products and Services enable the Authority to transmit, store, and receive certain information relating to financial transactions for the Authority and its Authorized Users (the "Services Data"). The Services Data will include confidential information of the Authority's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of the Authority and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. The Authority represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be the Authority's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. The Authority, at all times during the Term of the Agreement and this Addendum and thereafter, shall be solely

responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services.

THE AUTHORITY ACKNOWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH THE AUTHORITY'S USE AND OPERATION OF THE SERVICES OR PARADIGM'S SERVICING, HOSTING OR MAINTENAINCE OF THE SAME. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA AND CONFIDENTIAL INFORMATION. PARADIGM HEREBY REPRESENTS AND WARRANTS THAT IT HAS NO REASON TO ACCESS OR USE SERVICES DATA AND CONFIDENTIAL INFORMATION AND THAT IT WILL NOT DO SO. PROVIDING PARADIGM REMAINS IN COMPLIANCE WITH THE FOREGOING, PARADIGM SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY THE AUTHORITY IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR THE AUTHORITY'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT PROVIDED THAT PARADIGM AND ITS EMPLOYEES DO NOT BREACH ANY OF THEIR OBLIGATIONS HEREUNDER OR ANY LAW RELATIVE TO THE PROTECTION AND USE OF THE SERVICES DATA AND CONFIDENTIAL INFORMATION.

13. **Equitable Relief.** The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers.** Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, Paradigm represents and warrants that Paradigm has the legal right to perform the Services and provide Products to the Authority and its Authorized Users, either itself or through third parties and that it shall perform such Services and provide such Products in compliance with all applicable laws and the terms of this Addendum and the Agreement. Paradigm further represents and warrants to the Authority that the Services provided by Paradigm hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event the Authority believes Paradigm has breached the representations and warranties in the foregoing sentences, the Authority shall promptly notify Paradigm thereof including providing information necessary to allow Paradigm to examine the issue and to re-perform any Services containing reproducible errors. EXCEPT FOR THE SPECIFIC REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS LICENSE (INCLUDING THIS AND ALL OTHER ADDENDUMS AND EXHIBITS ATTACHED HERETO) THE SERVICES AND PRODUCTS ARE PROVIDED TO THE AUTHORITY ON AN AS IS," WITH ALL FAULTS BASIS. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE AUTHORITY'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. THE PARTIES ACKNOWLEDGE THAT NO OTHER WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, HAVE BEEN RESCINDED, WAIVED, OR DISCLAIMED. For the avoidance of doubt, Paradigm makes no warranties of any kind in regard to the services provided by any telephone company or other

telecommunications provider. Paradigm shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE SYSTEM PROVIDER. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitation of Liability.** EXCEPT FOR THE EXPRESS REPRESENTATIONS, WARRANTIES, TERMS AND CONDITONS AND COVENANTS SET FORTH HEREIN THIS AGREEMENT (INCLUDING ALL ADDENDUM AND EXHIBITS), AND FOR ANY CLAIMS BROUGHT UNDER SECTION 19 (PROPRIETARY RIGHTS) OF THE AGREEMENT AND SECTION 9 OF ADDENDUM A (INDEMNITY) FOR WHICH THERE WILL BE NO LIMITATION, THE AUTHORITY EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT THAT IS THE SUBJECT OF THIS ADDENDUM, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS ADDENDUM OR ANYTHING IN THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED, PARADIGM HAS ANY LIABILITY TO THE AUTHORITY FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO THE AUTHORITY OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARM, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE AUTHORITY UNDER THE AGREEMENT AND ALL ADDENDUMS, AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THE AGREEMENT TO WHICH THIS ADDENDUM IS ATTACHED PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. THE AUTHORITY ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO THE AUTHORITY.

17. **Indemnification.** Without limitation of any liability subject to any provisions set forth in this Agreement (including any Addendum or Exhibits attached hereto) to the contrary, Paradigm shall defend and hold harmless (without any limitation) the Authority, the Authorized Users, the Authority's customers and the Authority's Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. The Authority shall give Paradigm prompt notice of any such claim, shall cooperate fully with Paradigm in its defense of the claim, and Paradigm shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, Paradigm's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in Paradigm's sole discretion, Paradigm shall have the right to terminate this Addendum without further obligation and shall return to the Authority any prepaid fees for Services not yet rendered. Paradigm shall have no obligation to defend or indemnify the Authority for any claim arising from the Authority's use of the Services inconsistent with its Documentation or in combination with any Software System not provided or approved by Paradigm.

18. **Term.** This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Agreement (the "Initial Term") and shall continue thereafter for successive additional one-year terms (each a "Renewal Period" and together with the Initial Term, the "Term") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term. Notwithstanding anything to the contrary, the Term of this Addendum may be terminated independent of the Agreement to which this Addendum is attached, and in no event shall the term of this Addendum exceed the term of the Agreement.

19. **Intended Third Party Beneficiary.** Vendor shall be designated as an intended third-party beneficiary of the contractual rights of Paradigm herein and under the Agreement solely with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
10	EA	Gateway Account Setup Fee	$60.00	$600.00
23	EA	Terminal Setup Fee	$35.00	$805.00
Project Total:				**$1,405.00**

BUSINESS CONTACT INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	

SHIPPING INFORMATION

Corporate Name:	
DBA:	
Contact Name:	
Address:	
Phone:	
Email:	
Shipping Type:	Express Saver (included)

SCHEDULE B

Qty	UM	Description	Unit Price	Annual Service Charge
12	MO	23 Ingenico iPP320 (one for each attended scale and one for office) Note: 23 x $42.50 = lease price $977.50	$977.50	$11,730.00
12	MO	Gateway Account Monthly Fee (10 accounts per month – recurring fee)	$270.00	$3,240.00
12	MO	Gateway Terminal Monthly Fee (25 terminal per month – recurring fee)	$675.00	$8,100.00
12	MO	Gateway (23 Attended) Per Transaction Tier (>5,000 and up to 10,000 transactions per month)*	$900.00	$10,800.00
Annual Service Charge:				**$33,870.00**

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on estimated annual credit card transactions. If the Authority's average exceeds 10,000 transactions per month for the term, the Authority will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around December 1, 2020 but no later than December 10, 2020, and thereafter, annually each December by the same date thereafter during the term to determine the tier for the following renewal term.

Description	Monthly Fees**	Annual Fees**
Gateway Per Transaction Tier (<1,000 transactions per month)	$153.00	$1,836.00
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	$405.00	$4,860.00
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	$630.00	$7,560.00
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	$900.00	$10,800.00
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	$1,350.00	$16,200.00
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	$1,800.00	$21,600.00
Gateway (Unattended) Per Transaction Tier (up to 5,000 transactions per terminal per month) (Additional $50 per refund (excludes refunds made via WebMIS))	$50.00	$600.00

**Fees are subject to change annually. Paradigm will provide the Authority with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

ORIGINAL

Proposal for
Solid Waste Authority of Palm Beach County, FL
For
Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System
RFP #19-202/DL

Established 1991

PARADIGMSOFTWARE

The Standard in Weighing and Routing Software

Closing
Monday, January 14, 2019
2:00 PM (Local Time)

Submitted by
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
(410) 329-1300
Mr. Jackie W. Barlow, II
jackie.barlow@paradigmsoftware.com

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113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030
Phone 410-329-1300
Fax 443-275-2509

January 14, 2019

Solid Waste Authority of Palm Beach County, FL
7501 North Jog Road
West Palm Beach, FL 33412

Subject: **Technical Proposal for Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System RFP #19-202/DL**

To Whom It May Concern:

Paradigm Software, L.L.C. ("PSLLC"), an American owned and operated company, is pleased to submit the enclosed information for its industry standard CompuWeigh™ System to the Solid Waste Authority of Palm Beach County, Florida ("Customer"), in accordance with the RFP mentioned above. PSLLC understands the requirements of this RFP; meets the minimum system requirements as specified in the RFP and have the required insurance. This proposal is valid for 120 days from the closing date. We have received Addendum #1 & #2.

PSLLC has a 99% customer retention rate and our first customer is still using the product today. PSLLC is a municipal friendly company where over 84% of our customer base is in the public sector. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements.

The following individuals have binding authorization for the organization and for this response.

Phil Weglein, Chief Executive Officer – phil.weglein@paradigmsoftware.com
Jackie Barlow, II, Chief Operating Officer – jackie.barlow@paradigmsoftware.com

113 Old Padonia Road, Suite 200, Cockeysville, MD 21030
(410) 329-1300

We look forward to performing a full demonstration of the system for your staff. We look forward to a long-lasting business relationship with the Solid Waste Authority of Palm Beach County, Florida. If you should have any questions, please feel free to contact me.

Regards,

Mr. Jackie W. Barlow, II
Chief Operating Officer

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1. General Information

1.1 Proposal Form 1 – Transmittal Letter

Please see the next page for our Transmittal Letter.

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113 Old Padonia Road, Suite 200
Cockeysville, Maryland 21030-4967
Phone 410-329-1300
Fax 443-275-2509

January 14, 2019

Diane LeRay CPPO, CPPB
Procurement Manager, Purchasing Services
Solid Waste Authority of Palm Beach County
7501 North Jog Road
West Palm Beach, FL 33412

Dear Ms. LeRay:

Paradigm Software, L.L.C. (PROPOSER) hereby submits its Proposal in response to the Request for Proposal (RFP No.: 19-202/DL) for INTEGRATED POINT OF SALE SYSTEM/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM issued by the Solid Waste Authority of Palm Beach County (AUTHORITY) in October 2018.

As a duly authorized representative of the PROPOSER, I hereby certify, represent and warrant, on behalf of the PROPOSER team, as follows in connection with the Proposal:

1. The PROPOSER acknowledges receipt of the RFP and the following Addenda:

No.	Date
RFP	October 19, 2018
ADDENDUM NO. 1	November 2, 2018
ADDENDUM NO. 2	December 6, 2018

2. The submittal of the Proposal has been duly authorized by, and in all respects is binding upon, the PROPOSER.

3. All information and statements contained in the Proposal are current, correct and complete, and are made with full knowledge that the AUTHORITY will rely on such information and statements in qualifying PROPOSER.

4. The PROPOSER certifies under penalties of perjury that the RFP has been prepared and is submitted in good faith without collusion, fraud or any other action with any other person taken in restraint of free and open competition for the services contemplated by the RFP. As used in this Proposal Form, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

5. The PROPOSER is not currently suspended or debarred from doing business with any governmental entity.

6. The PROPOSER has reviewed all of the engagements and pending engagements of the PROPOSER, and no potential exists for any conflict of interest or unfair advantage. 7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

7. No person or selling agency has been employed or retained to solicit the award of the Agreement under an arrangement for a commission, percentage, brokerage or contingency fee or on any other success fee basis, except bona fide employees of the PROPOSER.

8. The principal contact person who will serve as the interface between the AUTHORITY and the PROPOSER for all communications is:

Name:	Jackie W. Barlow, II
Title:	Chief Operating Officer
Mailing Address:	113 Old Padonia Road, Suite 200, Cockeysville, MD 21030
Phone:	(410) 329-1300
Fax:	(443) 275-2509
Email:	jackie.barlow@paradigmsoftware.com

The PROPOSER has carefully examined all documents constituting the RFP and the addenda thereto and, being familiar with the work and the conditions affecting the work contemplated by the RFP and such addenda, offers to furnish all labor, materials, supplies, equipment, facilities and services which are necessary, proper or incidental to carry out such work as required by and in strict accordance with this RFP and the Proposal.

Paradigm Software, L.L.C.
Name of Proposer

Jackie W. Barlow, II
Print Name of Designated Signatory

Signature

Chief Operating Officer
Title

State of _____
County of _____

On this 12th day of January, 2019, before me appeared Jackie W. Barlow, II personally known to me to be the person described in and who executed this RFP Response and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and of the State of _____

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

ACKNOWLEDGMENT OF CONSULTANT, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this 12th day of January, 2019, before me personally came and appeared Jackie W. Barlow, II / Chief Operating Officer, to me known, and known to me to be one of the members of the firm of Paradigm Software, L.L.C. described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____

Notary Public

(Seal)

1.2 Proposal Form 2 – Price Proposal

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal to provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations identified in EXHIBIT C. In addition, PROPOSER shall provide all software, and support necessary for the successful, design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the Authority's six (6) transfer stations, the landfill, the renewable energy facility site and the Recovered Material Processing Facility (RMPF), as well as the AUTHORITY's central Administrative office.

PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations to be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.).

The AUTHORITY reserves the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on this Price Proposal Form.

PROPOSER shall provide maintenance and service as specified in the Scope of Services herein.

PROPOSED FEES			
Description	Qty / UM	Unit Price	Extended Price
1. CompuWeigh License - (1-user concurrent license)	20 / Each	$525.00	$10,500.00
2. WeighStation Program License	30 / Lane	$5,775.00	$173,250.00
3. MSMQ Module (>20 lanes)	1 / Flat Fee	$14,950.00	$14,950.00
4. Insufficient Funds/Split Payments Module	1 / Flat Fee	$1,575.00	$1,575.00
5. Alerts / Rules Module	1 / Flat Fee	$2,625.00	$2,625.00
6. Software Discount	1 / Each	($10,000.00)	($10,000.00)
7. AR and Aging Module	1 / Flat Fee	$19,995.00	$19,995.00
8. WeighPass Module	1 / Flat Fee	$9,625.00	$9,625.00
9. Unattended Module (includes RF Module)	1 / Flat Fee	$20,000.00	$20,000.00
10. Jobs Module	1 / Flat Fee	$25,000.00	$25,000.00
11. Video/Picture Module	30 / Lane	$1,575.00	$47,250.00
12. Light Module	1 / Flat Fee	$15,000.00	$15,000.00
13. Gate Module	1 / Flat Fee	$15,000.00	$15,000.00
14. WeighPay Module – (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not	30 / Lane	$1,885.00	$56,550.00

included in PSLLC pricing unless specifically noted.)			
15. Web Reporting Module (with credit card integration) (Customer must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Customer is responsible for hosting for the solution, SSL and any and all fees. PSLLC can provide hosting for an additional fee if the Authority is interested.)	1 / Flat Fee	$25,000.00	$25,000.00
16. Signature Capture Module	22 / Lane	$1,050.00	$23,100.00
17. Export to Third-Party Accounting Package (GL only) – (Export to eFinancePlus Software)	Hour	$225.00	$3,600.00
18. Swing Away Canopy for Enclosures	8 / Each	$1,660.19	$13,281.52
19. Kiosk Enclosure (w/heater, fan, exhaust & thermostat – (NOTE: Customer will be responsible for all wiring, electrical, trenching, conduit and bollards. PSLLC will configure the hardware to work with the software.)	8 / Each	$4,241.75	$33,934.00
20. LCD Display - (Color 1550 NIT Direct Sun Readable [includes one spare])	9 / Each	$1,975.00	$17,775.00
21. USB to VGA Adapter - (includes one spare)	9 / Each	$75.00	$675.00
22. Video Extender (up to 300') - (includes one spare)	9 / Each	$425.00	$3,825.00
23. Keypad (16-key) - (includes one spare)	9 / Each	$375.00	$3,375.00
24. Kiosk Thermal Receipt Printer - (includes one spare)	9 / Each	$850.00	$7,650.00
25. 2-port Extended Temperature Serial Server (Perle) - (in enclosure to convert serial devices to TCP/IP [includes one spare])	9 / Each	$528.06	$4,752.54
26. RF Junction Box - (to connect to existing RF Readers)	8 / Each	$600.00	$4,800.00
27. 1-port Serial Server (Perle) - (to convert RF serial device to TCP/IP [includes one spare])	9 / Each	$486.20	$4,375.80
28. Intercom Master (IP) - (Includes Master Station, Sub-Station Adapter and Transformer -	9 / Each	$1,870.64	$16,835.76

customer must provide POE Switch [includes one spare])			
29. Intercom Remote Horn/Station (IP) - (Includes Horn and Push Button - customer must provide POE Switch [includes one spare])	9 / Each	$751.17	$6,760.53
30. 4-port Extended Temperature Serial Server (Perle) - (to convert attended scales from serial to TCP/IP - assumes all scales are at the same scale house Central County Transfer Station - 1 North County Regional Waste Disposal Facility - 1 Renewable Energy Facility - 1 South West County Transfer Station - 1 [includes one spare])	5 / Each	$774.80	$3,874.00
31. 2-port Extended Temperature Serial Server (Perle) - (to convert attended scales from serial to TCP/IP - assumes all scales are at the same scale house North County Transfer Station - 1 South County Transfer Station - 1 West Central Transfer Station - 1 West County Transfer Station - 1 [includes one spare])	5 / Each	$528.06	$2,640.30
32. 1-port Serial Server (Perle) - (to convert attended scale from serial to TCP/IP Recoverable Materials Processing Facility - 1)	1 / Each	$486.20	$486.20
33. 1-port Serial Server (Perle) - (to convert unattended scales from serial to TCP/IP Central County Transfer Station - 2 North County Regional Waste Disposal Facility - 1 North County Transfer Station - 1 Renewable Energy Facility - 1 South County Transfer Station - 1 South West County Transfer Station - 1 West Central Transfer Station - 1 [includes one spare])	9 / Each	$486.20	$4,375.80

34. Case Kiosk Thermal Receipt Paper (8 Rolls) - (one case per site)	7 / Each	$145.54	$1,018.78
35. Outdoor Display - (External Display - 24X64 Compact Outdoor Enclosed)	30 / Each	$2,457.00	$73,710.00
36. Project Management - (Authority will only be invoiced for time used)	1,040 / Hour	$150.00	$156,000.00
37. On-Site Installation - (Hardware - includes travel for one trip)	1 / Flat Fee	$38,500.00	$38,500.00
38. On-Site Installation - (Go-Live - 1 Site - 3 Techs for 7 days (2 weekend days) - includes travel)	168 / Hour	$301.60	$50,668.80
39. On-Site Installation - (Go-Live - 2 Sites - 3 Techs for 5 days - includes travel)	120 / Hour	$281.25	$33,750.00
40. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
41. On-Site Installation - (Go-Live - 3 Sites - 4 Techs for 5 days - includes travel)	160 / Hour	$281.25	$45,000.00
42. On-Site Training - (includes travel and weekend travel stay)	160 / Hour	$271.86	$43,497.60
43. Remote Install/Training - (Authority will only be invoiced for time used)	480 / Hour	$210.00	$100,800.00
44. On-Site Installation - (After Hours Work - Authority will only be invoiced for time used)	200 / Hour	$315.00	$63,000.00
45. Annual Support	Year	$92,604.10	$92,604.00
			$ 1,325,985.63

Proposed fees shall include all expenses and equipment, including but not limited to any other relevant out of pocket expenses necessary to carry out the task.

PSLLC's current hourly rates are as follows:

Job Description	**During Business Hours**	**After Business Hours**
Implementation Specialist	$210.00	$315.00
Support Specialist	$210.00	$315.00
Business Development Specialist	$210.00	$315.00
Software Engineer / Programmer	$250.00	$375.00
Executive Management	$300.00	$450.00
Rush Job	1.5 times rate above	1.5 times rate above

Additional Optional Modules

Per the requirements of the RFP, we are providing the current pricing for the additional optional modules listed in Section 6.

Custom Free Units Module	1 / Flat Fee	$2,625.00	$2,625.00
Disposal Authorization Slips Module	1 / Flat Fee	$7,875.00	$7,875.00
Letter of Authorization Module	1 / Flat Fee	$7,875.00	$7,875.00
Inventory Module	1 / Flat Fee	$5,250.00	$5,250.00
Offenses Module	1 / Flat Fee	$2,625.00	$2,625.00
Radiation Module	1 / Lane	$1,575.00	$1,575.00
Driver's License Scanning Module	1 / Lane	$1,575.00	$1,575.00
Add Air Conditioning Unit to Kiosk Enclosure (Unattended)	8 / Each	$3,000.00	$24,000.00

PSLLC agrees to that after the Authority and PSLLC negotiate the implementation plan that final pricing will be adjusted accordingly.

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1.3 Proposal Form 3 – Non-Collusion Affidavit

State of _____
County of _____

Being duly sworn deposes and says:

That she/he is an officer of the parties making the foregoing Proposal, that such Proposal is genuine and not collusive or sham; that said PROPOSER has not colluded, conspired, connived or agreed, directly or indirectly with any PROPOSER or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the price or affiant or any other PROPOSER, or to fix any overhead, profit or cost element of said price, or that of any other PROPOSER, or to secure any advantage against the AUTHORITY, or any person interested in the proposed contract and that all statements in said Proposal are true.

Paradigm Software, L.L.C.
Name of Proposer

Jackie W. Barlow, II
Print Name of Designated Signatory

Signature

Chief Operating Officer
Title

On this 12th day of January, 2019, before me appeared Jackie W. Barlow, II / Chief Operating Officer personally known to me to be the person described in and who executed this RFP Response and acknowledged that (she/he) signed the same freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed my official seal the day and year last written above.

Signature

Notary Public in and of the State of Maryland

(Affix Seal here)

(Name printed)

Residing at _____

My commission expires _____

1.4 Proposal Form 4 – Drug-Free Workplace

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

Paradigm Software, L.L.C. does:

(Name of Business)

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 employee 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 State 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.

Jackie W. Barlow, II

Print Name of Designated Signatory

Signature

01/12/2019

Date

1.5 Proposal Form 5 – S/M/W Business Enterprise Subcontractor

Please see the next page for our S/M/W Business Enterprise Subcontractor.

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PROPOSAL FORM 5

Equal Business Opportunity Office

Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE	01/12/2019

SOLICITATION INFORMATION					
Contract #:					
Project Name:	**Integrated Point of Sale / Vehicle Scale Software Management and Accounts Receivable System**		**Project Start Date:**	**TBD**	
Project Location:	**Palm Beach County, FL**				
Bidder/ Proposer:	**Paradigm Software, L.L.C.**				
Address:	**113 Old Padonia Road, Suite 200 Cockeysville, MD 21030**				
Contact Person:	**Mr. Jackie W. Barlow, II**	**Email Address:**	**jackie.barlow@paradigmsoftware.com**	**Phone #:**	**410 329 1300**

ORGANIZATION STATUS						
Business Association	**Business Name**	**Business Address**	**Business Phone #**	**Type of Work to be Performed**	**% of Work**	**$ Amount**
Prime Bidder/Proposer	**Paradigm Software, L.L.C.**	**113 Old Padonia Road, Suite 200 Cockeysville, MD 21030**	**410-329-1300**	**Software/Hardware Implementation and Support**	**85%**	**$1,131,485.63**
S/M/WBE Subcontractor	**Greywood Consulting, Corp.**	**3300 South Dixie Highway, Suite 1-138 West Palm Beach, FL 33405**	**678-612-2446**	**Program/Project Management**	**12%**	**$156,000.00**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
S/M/WBE Subcontractor					**%**	**$**
				TOTAL PARTICIPATION % & DOLLAR AMOUNT:	**100%**	**$1,287,485.63**
				TOTAL CONTRACT AMOUNT:	**$**	$1,287,485.63

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the Authority that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

_____	**Jackie W. Barlow, II**	**01/12/2019**
Bidder/Proposer Signature	**Name & Title (Print)**	**Date**

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	**Business Name**	**Business Address**	**Business Phone #**	**Type of Work to be Performed**	**% of Work**	**$ Amount**
Non S/M/WBE Subcontractor	**Kanawha Scales and Systems, Inc.**	**111 Jacobson Drive** Poca, WV 25159	**800-955-8321**	**Hardware Installation**	**3%**	**$38,500.00**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
Non S/M/WBE Subcontractor					**%**	**$**
				TOTAL PARTICIPATION % & DOLLAR AMOUNT:	**100%**	**$38,500.00**
				TOTAL CONTRACT AMOUNT:	**$**	$38,500.00

1.6 Proposal Form 6 – Statement of Intent to Perform as S/M/WBE

Please see the next page for our Statement of Intent to Perform as S/M/WBE.

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PROPOSAL FORM 6

Equal Business Opportunity Office

Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #:	19-202/DL

CONTRACT #:	

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: X Yes _____ No

Greywood Consulting, Corp. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with **Paradigm Software, L.L.C.** (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Program / Project Management (based on approximately 1,040 hours)	$156,000.00	12%
2		$	%
3		$	%
4		$	%
	TOTAL VALUE OF WORK	**$156,000.00**	**12%**

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

I certify that all information contained in this form is true and accurate to the best of my knowledge and will be relied upon when evaluating this solicitation.

S/M/WBE Subcontractor (Signature)	Title
Name of S/M/WBE Subcontractor (Print)	Date
Prime Contractor (Signature)	Title
Prime Contractor (Print)	Date

1.7 Proposal Form 7 – Subcontracting Goal – Waiver Request

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

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PROPOSAL FORM 7

Equal Business Opportunity Office
Subcontracting Goal – Waiver Request

DATE:	01/12/2019

	CONTACT INFORMATION		
Solicitation Title:	**Integrated Point of Sale/Vehicle Scale Software Management and Accounts Receivable System**		
Solicitation #:	**19-202/DL**		
Prime Contractor:	**Paradigm Software, L.L.C.**		
Contact Person:	**Mr. Jackie W. Barlow, II**		
Phone No:	**410-329-1300**	**Email:**	**jackie.barlow@paradigmsoftware.com**

GOOD FAITH EFFORT DOCUMENTATION
In the sections below, points will ONLY be awarded for fully satisfying the criteria. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000. **Respondents must obtain a total of 70 points to receive a waiver approval.**

SECTION A – Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal	25 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled:	
List the specific scope of work identified for each of the S/M/WBEs contacted Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s) Additional comments, if any	
Response: **PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.**	
Requirements: Provide a list of elements of the scope of work, specifically referencing appropriate NIGP codes, and estimated percentages of subcontracting opportunities and estimated percentage of work to be self-performed by Respondent. Respondent must solicit a reasonable number of available S/WBE subcontractor(s) that are capable of performing each type of work that Respondent is seeking to subcontract. No points will be awarded for this category if the Respondent fails to list sufficient commercially useful subcontracting opportunities to meet the established goal.	

SECTION B – Initial Communications to Potential S/M/WBE Subcontractors Using Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories	20 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled.
Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Contact at least three (3) S/M/WBEs, where available for each scope of work identified to be subcontracted in Section A (email/call logs/faxes)
2. Include current documentation of searches from Vendor Registration System (VRS) / Website or Other Certifying Entity's S/M/WBE Directories
3. Notify S/M/WBEs at least ten (10) calendar days prior to the bid closing date
4. Additional comments, if any

Response:

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

Requirements:

1. Each subcontractor solicitation must be documented to have been sent by Respondent **no later than 10 calendar days** prior to the Authority's bid due date, and to have been sent to the email address or fax number and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy.
2. Each initial communication to potential S/M/WBE subcontractors by Respondent must contain in the subject line a reference to "subcontractor solicitation" as well as the name of the project and bid solicitation number as provided in the Authority's bid solicitation.
   - o The body of each initial communication to S/M/WBE subcontractors from Respondent must contain a current web link to the Respondent's own web page wherein its solicitation for subcontractors for various scopes of work for that specific prime contract are posted.
3. Respondent's web posting must provide detailed instructions to prospective subcontractors as to the appropriate format and means for submitting a subcontract bid, as well as all information that is required for submitting a bid to the Respondent, including, but not limited to, Respondent's contact information for subcontracting bid submittals, bid specifications for each element of subcontracted work, the bid due date for subcontractors, bonding and insurance requirements for subcontractors, and reference requirements.
4. For each category of work identified by Respondent as being available for subcontracting, copies of emails or fax correspondence to **no fewer than 3 certified S/M/WBEs**, where available as being able to perform that category of commercially useful work.
5. Copies of email and/or fax records reflecting that each such subcontractor solicitation sent by Respondent was sent **no later than 10 calendar days** prior to the bid due date as established by the Authority, and that each such solicitation was sent to the fax number and/or email address and contact person for the S/M/WBE firm that has been registered with the Authority or Certifying Entity in accordance with the Economic Inclusion Policy as being capable of performing each such category of work.
6. Documents reflecting that the web link to the Bidder's web page contained in the initial communication was current and valid as of the date the communication was sent to prospective S/M/WBE subcontractors. (Printed web pages reflecting required information, the web page address and the date of printing may suffice.)

SECTION C – Follow-up Communications & Bid Negotiations with Potential Subcontractors	35 points

Please provide written documentation and supporting evidence to show how the criteria was fulfilled.
Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver Request and if outreach occurred within the specified timeframe.

1. Follow up with S/M/WBEs at least three (3) calendar days prior to the bid closing date. ***Note that an alternate form of communication is required from the communication methods used in Section B***
2. Document if a response was received from S/M/WBEs contacted. If a S/M/WBE submitted a bid, indicate negotiations and reasoning for not accepting the bid
3. Additional comments, if any

Response:

PSLLC has not completed the Subcontracting Goal – Waiver Request form as we are using a local business who meets the S/M/W/BE requirement.

Requirements:

1. Communication log documenting telephone/fax/email follow-up. This log must include the Authority's eligible subcontractor's/supplier's company name, telephone number, email address, fax number, contact person, time, date, and result of the follow-up communication.
2. Respondent must follow-up with all solicited potential subcontractors/suppliers who have not responded to initial notification or must state reasonable basis for lack of follow-up action.
3. If Respondent does not receive feedback from initial communication or received notification that initial outreach was not successfully received (wrong or disconnected phone/fax/, email delivery failure), Respondent must show alternative methods of communication utilized for outreach.
4. Copies of all emails, faxes, subcontractor bid offers, Respondent's written responses to subcontractor bid offers, and other written communications exchanged between Respondent and prospective subcontractors during the bidding process must be provided.

SECTION D - Attendance at Pre-Submittal Conference – Solid Waste Authority of PBC Purchasing staff maintains documentation regarding attendance at the pre-submittal conference	5 Points
Please provide written documentation and supporting evidence to show how the criteria was fulfilled. Respondents will **ONLY RECEIVE POINTS** for this Section if **ALL REQUIRED DOCUMENTATION** listed above is included with the Subcontracting Waiver request and if outreach occurred within the specified timeframe.	
1. Below, list the individuals from your firm that attended the pre-submittal conference	
Response: **Jackie W. Barlow, II – Paradigm Software, L.L.C.** **Lorna Anderson – Greywood Consulting, Corp.**	
Requirements: Potential subcontractors/suppliers are encouraged to attend pre-submission meetings, which serve as an opportunity to meet prime Respondents. Respondents demonstrate attendance at pre-submittal conference by signing-in physically. No documentation other than list of company representatives in attendance are required by Respondent; the Authority staff will maintain internal documentation.	

SECTION E – Other Criteria (Bonding / Insurance / Supplier Credit Assistance)	15 Points

Please provide documentation and supporting evidence to show how the criteria was fulfilled. To receive all 15 points, three (3) additional good faith efforts must be completed. Note the items below are recommendations of "Other Criteria." The Respondent may identify other good faith efforts in the area provided below (subject to approval):

1. Participate in a mentoring program in the Palm Beach, Broward or Miami-Dade Counties
2. Provide S/M/WBEs easy access to plans and specifications for S/M/WBEs
3. Host outreach events for S/M/WBEs in Palm Beach County in partnership with the Authority
4. Offer joint check services, bonding assistance or lines of credit to S/M/WBEs
5. Advertise and utilize member listings from multiple trade organizations and Chambers of Commerce
6. Other (Please list)

Response:

Not Applicable

Requirements:

1. Respondent provided subcontractors with detailed information on how, where (within Palm Beach County area) and when (during normal business hours) interested subcontractors may view or obtain the plans and specification for the project free of charge (on-site or via internet).
2. Respondent advertised for bids/quotes from interested S/M/WBE businesses not less than 10 business days prior to the Authority solicitation response deadline in one or more newspapers, trade association publications, minority- or trade oriented publications, newsletters, or trade websites.
3. Outreach to other organizations' Vendor Directories/Listings to contact certified S/M/WBEs who have been identified to perform Commercially Useful Functions for subcontracting work identified in the solicitation.
4. Assistance provided or offered to potential subcontractors/suppliers in obtaining bonding, lines of credit with suppliers or financial institutions, and insurance in connection with the bid solicitation.
5. Participating as a mentor in business mentoring programs in South Florida within the past calendar year.
6. Attending/hosting Palm Beach County business outreach events with the past calendar year.

Respondents must obtain a total of 70 or more points to receive a waiver approval. No partial points will be awarded to Respondents in Sections A-D for not meeting the criteria. *Respondents will be considered non-responsive upon denial of the Subcontracting Goal – Waiver Request Form and Subcontractor/Supplier Utilization Plan. For more information on the Subcontracting Waiver Criteria or for assistance on completing the Subcontracting Waiver Request Form, please contact the EBO Office at (561) 640-4000.*

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Company Authorized Signature: **Print Name/Title: Jackie W. Barlow, II / COO**

To be Completed by EBO Office	Approved	TOTAL SCORE:
	Denied	____/100

1.8 Proposal Form 8 – Certification of Business Location

PSLLC has completed the attached form. PSLLC understands and agrees that we are using a local business with an office located within Palm Beach County, FL to assist in the Project Management of this implementation. The answers below are based on Greywood Consulting, Corp. headquarters and principal office in Palm Beach County, FL.

In accordance with the Solid Waste Authority's (Authority's) Local Preference Policy a preference will be given to PROPOSER having a permanent place of business in Palm Beach County ("County"). To receive a local preference, PROPOSER must have a permanent place of business within the County a minimum of one (1) year prior to the Authority's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the PROPOSER to provide the goods/services being solicited by the Authority, and will be used to verify that the PROPOSER had a permanent place of business one year prior to the issuance of the solicitation. The PROPOSER must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of proposal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the PROPOSER to not receive a local preference.

In instances where the PROPOSER is exempt by law from the requirement of obtaining a Business Tax Receipt, the PROPOSER must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the PROPOSER had a permanent place of business within the County prior to the date of issuance of the solicitation. The Authority hereby retains the right to contact said PROPOSER for additional information related to this requirement after the bid/proposal due date.

I. PROPOSER is a:
X Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):
N/A Headquarters located in Palm Beach County
X Permanent office or other site located in Palm Beach County from which the vendor will produce a substantial portion of the goods and/or services.

II. The attached copy of PROPOSER's County Business Tax Receipt verifies PROPOSER'S permanent place of business.

THIS CERTIFICATION is submitted by ___Jackie W. Barlow, II_____, as
(Name of Individual)

__Chief Operating Officer___, of ___Paradigm Software, L.L.C.____.
(Title/Position) (Firm Name of PROPOSER)

Who hereby certifies that the information stated above is true and correct and that the Palm Beach County Business Tax Receipt is a true and correct copy of the original receipt. Further, it is hereby acknowledged that any misrepresentation by the PROPOSER on this Certification will be considered an unethical business practice and be grounds for sanctions against future Authority business with the PROPOSER.

_____ 01/12/2019
(Signature) (Date)

1.9 Proposal Form 9 – Proposer's Qualification Statement

PROPOSER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
PURCHASING SERVICES DEPARTMENT
7501 N. Jog Road
West Palm Beach, FL. 33412

Submitted by:
Name: **Jackie W. Barlow II**
Address: **113 Old Padonia Road, Suite 200**
City, State, Zip: **Cockeysville, Maryland 21030**
Federal Identification Number (FID) **37-1348708**

Check One	
Corporation:	____
Partnership:	**X**
Individual:	____
Other*	____

(*if other is being checked, please provide supporting documentation to validate the legality of the Firm)

1. State the true, exact, correct and complete name of the partnership, trade or fictitious name under which you do business and the address of the place of business.
   The correct name of the PROPOSER is:
   Paradigm Software, L.L.C.
   The address of the principal place of business is:
   113 Old Padonia Road, Suite 200
   Cockeysville, Maryland 21030

2. If PROPOSER is corporation, answer the following:
   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and Address of Resident Agent: _____

3. If PROPOSER is an individual or a partnership, answer the following:
   a. Date of organization: **10/31/1991**
   b. Name, address and ownership units of all partners: **Philip S. Weglein – 100% Ownership, 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030**
   c. State whether general or limited partnership: **General**

4. If PROPOSER is other than an individual, corporation or partnership, describe the organization and give the name and address of principals: **N/A**

5. If PROPOSER is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. **N/A**

6. How many years has your organization been in business under its present business name? **27 years**

   Under what other former names has your organization operated? **N/A**

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP solicitation. Please attach certificate of competency and/or state registration. **Sunbiz Registration Number M00000002009 http://www.ncwm.net/ntep/cert_search?ob=&obd=&cc_num=&status=Any&man=paradigm&mod=&dvt=&keyword=&search=Search for Weights and Measures Certificate Number 96-049A2. These certificates are listed on the following pages.**

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DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Manage/Change with E-Filing /

Welcome/Login | Report & Update Information | Final Review | Payment

Business Name	Type	Document Number	Filing Fee
PARADIGM SOFTWARE, L.L.C.	Foreign Limited Liability Company	M00000002009	$50.00

File Date	Sep 25, 2000
Filing State or Country	MD
Status	Active

1 of 6 - Review and Edit Your Information

FEI/EIN Number	37-1348708	Edit FEI/EIN Number

Principal Address

113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit Principal Address

Mailing Address

113 OLD PADONIA ROAD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit Mailing Address

Registered Agent Name / Signature

Registered Agent
CT CORPORATION SYSTEM

Edit Agent / Signature

Registered Agent Information

Registered Agent Address
1200 South Pine Island Road
Plantation, FL 33324 US

Edit Address

Name And Address of Person(s) Authorized to Manage Limited Liability Company

Title MR.
WEGLEIN , PHILIP S
113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit or Delete Manager

Title MR.
BARLOW , JACKIE W , II
113 OLD PADONIA RD
SUITE 200
COCKEYSVILLE, MD 21030 US

Edit or Delete Manager

Add New Manager/Authorized Member/Authorized Representative?

Important Notice: You may now list all principals (i.e., officers, directors, managers, authorized representatives, etc.) on your online annual report. Our office no longer accepts attachments.
If no additional managers/authorized members/authorized representatives are needed, move on to Step 2.

2 of 6 - Order a Certificate of Status?

Do you want a Certificate of Status?

Yes No

Certificate costs $5. The Certificate cost will be added to the Filing Fee.

Move on to the Final Review

Cancel - Return to Filing Screen

NATIONAL TYPE EVALUATION PROGRAM

Certificate of Conformance

for Weighing and Measuring Devices

For:
Scale System Controller
Vehicle/Platform Scale
Model: Weigh Station

***Submitted By: Contact Info. Updated October 2018**
Paradigm Software, L.L.C.
113 Old Padonia Road / Suite 200
Cockeysville, MD 21030
Tel: 410-329-1300
Fax: 443-275-2509
Contact: Jackie Barlow
Email: jackie.barlow@paradigmsoftware.com
Web site: www.paradigmsoftware.com

Standard Features and Options

Motion detection and primary weight indications are provided by the certified primary weight indicator
Weighmaster ticket printing capability
Non-weigh mode for manual weight entries
Keyboard programmable and push-button tare
Weigh-in/weigh-out capabilities
Vehicle, customer and product ID
Multiple load-receiving element (vehicle and platform) interface with scale identification
Pound, ton, metric conversions

Minimum System Requirements:
Computer Display
Alphanumeric Keyboard
Operating System: Windows 95 or higher
Hardware: 486 processor or higher, IBM compatible
Program language: Visual Basic

Display	Height	Width
Minimum size of each digit	1.0 cm	0.5 cm

This device was evaluated under the National Type Evaluation Program and was found to comply with the applicable technical requirements of "NIST Handbook 44: Specifications, Tolerances and Other Technical Requirements for Weighing and Measuring Devices." Evaluation results and device characteristics necessary for inspection and use in commerce are on the following pages. *Editorial changes, not affecting the type or metrological content, corrected this certificate.

John Gaccione
Chairman, NCWM, Inc.

Stephen Benjamin
Committee Chair, National Type Evaluation Program Committee
Issued: June 3, 2014

1135 M Street, Suite 110 / Lincoln, Nebraska 68508

The National Conference on Weights and Measures (NCWM) does not approve, recommend or endorse any proprietary product or material, either as a single item or as a class or group. Results shall not be used in advertising or sales promotion to indicate explicit or implicit endorsement of the product or material by the NCWM.

Paradigm Software, L.L.C.
Scale System Controller / Weigh Station

Application: Controller system for use with certified vehicle and/or platform scales. The scale must be interfaced to an NTEP certified indicating element

Identification: The identification information is continuously displayed at the bottom of the display when the system is in use.

Sealing: The controller requires no provision for sealing and is protected by a password that is retained by the manufacturer. Additionally, the controller requires an encrypted module that is attached to the back of the computer. The controller is inoperable without the key. Provisions for sealing metrological parameters are provided by the certified weighing and indicating elements.

Operation: The scale controller is used for weigh-in/weigh-out applications. The specific weighing element in use is automatically indicated on the weigh ticket. Manual weights may be keyboard entered, in a mode incapable of reading the scale, for correcting transactions, entering weights from certified weight tickets, and correcting erroneous data. All manual weights are identified as "Man Wt" on the weight ticket.

Test Conditions: This Certificate supersedes Certificate of Conformance number 96-049A1 and is issued without additional tests to reactivate Certificate of Conformance number 96-049A1 without lapse. Contact information has also been updated. Previous test conditions are listed below for reference.

Certificate of Conformance Number 96-049A1: This certificate supersedes Certificate of Conformance Number 96-049 and is issued to include multiple scale interface capability. The system was evaluated while interfaced to three certified digital indicating elements interfaced to three weighing elements. The emphasis of the evaluation was on performance of the system, its interaction with each indicating element and information printed on the ticket.

Certificate of Conformance Number 96-049: The software and an IBM compatible personal computer were interfaced to a certified indicator and a load cell simulator for the purpose of the evaluation. The emphasis of the evaluation was on the performance of the computer system, its interaction with the indicating element and information printed on the ticket.

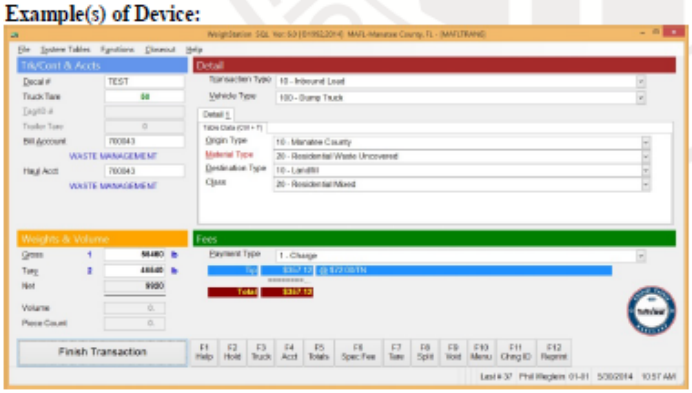
Evaluated By: G. Castro (CA) 96-049, 96-049A1

Type Evaluation Criteria Used: *NIST Handbook 44 Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices*, 1999 Edition. *NCWM Publication 14 Measuring Devices*, 1999 Edition.

Conclusion: The results of the evaluation and information provided by the manufacturer indicate the device complies with applicable requirements.

Information Reviewed By: S. Patoray (NCWM) 96-049A1; J. Truex (NCWM) 96-049A2

Example(s) of Device:



8. Provide a narrative of Firm's Safety Program, Quality Assurance/Quality Control Management methods. **PSLLC takes great pride ensuring we deliver a quality product to our customers. Once awarded, PSLLC will assign a Project Manager to be the Customer's main point of contact throughout the implementation. That point of contact will be the lead technician for the implementation and will have all resources available to him/her from Business Development, Installation Team, Support Team, Programmers/Software Engineers and Executive Management. PSLLC has implemented a milestone approach to our implementations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the Customer, by Paradigm and joint milestones. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.**

9. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the PROPOSER, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition. **N/A**

10. A list of all enforcement actions against the facility for the last three (3) years including any consent orders entered, notices of violations received, and any judgments against the facility. Also, list the amount of any fines, penalties, or judgments, or other infractions in which the destination facility or facilities have received in the most current three (3) years of operation. **N/A**

11. List and describe any disciplinary action, administrative proceeding, malpractice claim or other like proceeding against your Firm or any of its lawyers, whether current or pending, as well as any such action, proceeding or claim occurring during the last five (5) years. **N/A**

12. Has the PROPOSER, its principals, officers or predecessors' organization(s) been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any governmental entity during the last five (5) years? If so, provide details. **N/A**

13. Has the PROPOSER in the past four (4) years, been rendered a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the PROPOSER discriminated against its subcontractors, vendors, suppliers, or commercial customers? If yes, PROPOSER shall provide a list of all instances to include but not limited to; description of the status or resolution of the complaint, including any remedial action taken. (Attach additional sheets as necessary) **N/A**

The PROPOSER acknowledges and understands that the information contained in response to this Qualifications' Statement shall be relied upon by the Solid Waste Authority of Palm Beach County (AUTHORITY), in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER's qualifications to perform under the contract shall cause the AUTHORITY to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed): _____

(Printed Name): Jackie W. Barlow, II

(Title): Chief Operating Officer

1.10 Proposal Form 10 – Scrutinized List Certification

CERTIFICATION PURSUANT TO FLORIDA STATUTE §215.4725

INTEGRATED POINT OF SALE/VEHICLE SCALE SOFTWARE MANAGEMENT AND ACCOUNTS RECEIVABLE SYSTEM

RFP NO.: 19-202/DL

I, **Jackie W. Barlow, II**, on behalf of **Paradigm Software, L.L.C.**,
Print Name Name of Business

certifies that **Paradigm Software, L.L.C.** does not:
Name of Business

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

BIDDER'S SIGNATURE	01/12/2019 DATE

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2. Minimum Requirements

The following outlines the County supported software, hardware and networking requirements for the CompuWeigh™ System. The requirements set forth in this Section meet or exceed the requirements of the RFP. PSLLC is engaged in providing the services outlined in this RFP. The proposed system is currently in commercial use by clients similar to the Customer and PSLLC is currently supporting the system in maintenance and support agreements similar to that proposed herein. There are no immediate plans to release a new or upgrade version of the system. **NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.**

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4GHz**
Memory	**8 GB**	**16 GB RAM**
Hard Drive	**250 GB**	**500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively**
Operating System	**Windows 2012 Server**	**Windows 2016 Server**
SQL Server	**SQL Server 2012**	**SQL Server 2016**

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4 GHz**
Memory	**4 GB**	**8 GB RAM**
Hard Drive	**160 GB**	**250 GB**
Operating System	**Windows 7 Pro (x64)**	**Windows 10 Pro (x64)**
SQL Server	**SQL Express**	**SQL Express**
Microsoft Office	**Office 2010**	**Office 2016**

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3. Qualifications and Experience

PSLLC is pleased to present our CompuWeigh™ System solution for the installation of a Truck Scale Software system. Our principal place of business is located at 113 Old Padonia Road, Suite 200, Cockeysville, MD 21030. Our phone number is (410) 329-1300. Our fax number is (443) 275-2509. The main point of contact for this RFP response is Mr. Jackie Barlow, II; Chief Operating Officer. He can be reached at the above number or via email at jackie.barlow@paradigmsoftware.com. PSLLC understands the requirements of this RFP; plan on handling the entire project with the assistance of Greywood Consulting Corp., a local West Palm Beach company and Kanawha Scales and Systems, a company currently working with the Authority with scale and hardware maintenance and support; and has the required insurance requirements. PSLLC's date of organization is October 31, 1999.

PSLLC, an American owned and operated company, was founded in 1991 by our Chief Executive Officer Phil Weglein and has remained a solvent organization. PSLLC has never had to resort or rely on funding from outside sources. We have a strong municipal presence with over 84% of our customers in the public sector. PSLLC installed our first system in 1992. Since that time, we have continued to provide an industry leading scale software application. The top management officers are Philip Weglein and Jackie Barlow, II. They are responsible for all management and business decisions and have full executive authority to make binding contract negotiations. Phil is the architect of the entire CompuWeigh™ software system. Jackie is responsible for the daily operations of the company, marketing, customer liaisons and general systems implementation. The staff of PSLLC, consisting of 26 employees, has numerous years of specific knowledge and experience of the solid waste industry including facilities operation, consulting, software implementation and training. The staff of PSLLC possesses more than 100 years of combined software experience including all phases of database, file structuring, report generation and transaction processing software development, data conversion, industry consulting, and development of training programs and user documentation. PSLLC is very fortunate in that, over the years we have experienced minimal employee turnover, thereby enhancing PSLLC's ability to provide on-going, accurate, effective and timely support to all of our customers. PSLLC's seasoned staff members are encouraged and expected to share historical insight and past experiences with the new employees that join the team to help them bridge the learning curve of our operation more quickly. PSLLC's organizational staff may be small in numbers but because of the setup of our office operation, our process on how we bring on-board new customers and through employee's who thrive on positive outcomes, PSLLC's on-going success and growth can be attributed to, in part, the level of satisfaction the staff provides to our customers and how they communicate that to other individuals.

3.1 Qualifications of the Firm

PSLLC has an extensive knowledge of the industry and have most of the requirements in our standard application. For items that may need a level of customization in order to implement per the Customer's requirements, we will work closely with the necessary staff to fully understand and develop business requirements. From those business requirements, PSLLC will develop, install, train and implement a final solution that meets the Customer's expectations. Implementation of a solution such as this can only be performed as a joint effort between Customer and PSLLC team members. You understand your business better than anyone else and our team understands our software better than anyone else. Pair those two together and you have the makings for a positive outcome. PSLLC staff has performed customizations for all of our customers. Each facility has its own specific business processes and we have met those expectations for each customer. Prior to the start of any development, we will meet with Customer staff to discuss the requirement and ensure both parties on in complete understanding. PSLLC has many years of experience in the development of new features and we look at those features as how they can meet each customers requirement but also how they could assist other customers.

PSLLC has a 99% customer retention rate and our first customer is still using the product today. PSLLC is a municipal friendly company where over 84% of our customer base is in the public sector. We have over 1,900 licensed users at approximately 500 sites across North America. We understand the municipal business and have focused our attention to meeting the needs of municipalities. In addition, we understand that municipalities across the country do business differently and our software can adapt and be modified to meet and, in most cases, exceed the business requirements. Our niche is large multi-site, multi-scale facilities with a need for customizations to handle how each municipality does business.

PSLLC's customer base continues to grow. Currently we have customers in 44 states and four (4) Canadian provinces. We support customers in six (6) different time zones. Our CompuWeigh™ System is installed in a number of locations in and around the Customer's area. Some of PSLLC's Florida customers include Miami-Dade County, Pinellas County, Hillsborough County, Highlands County, Hernando County, Leon County, City of Jacksonville, Clay County, and many more. We would be happy to assist you in contacting these customers for a site visit or to ask questions about PSLLC's application and service.

PSLLC has seen consistent annual growth for more than 27 years. Our staff has increased over the years to support the additional customer base. We are focused on the solid waste and recycling industry and we are forecasting continued growth from a customer and staff standpoint. A succession plan is in place for the continued operation of the company.

With constant changes in the industry and customer demand, we have expanded the overall functionality of the CompuWeigh™ System in order to accommodate these

enhancements. This includes the integration of such optional peripheral devices as barcode scanners, magnetic swipe readers, RFID tag readers, electronic cash drawers, external keypad devices for unattended lanes, signature capture, traffic light and barrier arm controls, credit card processing, check verification, etc. PSLLC has numerous customers utilizing these hardware devices in their daily operation. For customers who are responsible for protecting their investment, the CompuWeigh™ System will be the last solid waste management software package they will ever need to buy.

The architecture of the CompuWeigh™ System permits the addition of customized features and functionality to satisfy the unique needs of all of our customers. Paradigm will work with the Customer to develop the optimum configuration desired now and in the future.

The system proposed by PSLLC is your assurance that the Customer will be getting value for its money. The proposed system will protect the investment in the operation of its facility. This includes configuring the system to communicate directly with the Customer's administrative systems for the processing of accounting, CRM and GIS functions.

Our customers know what they want from a well-structured system and know that PSLLC can deliver that kind of system. Within our customer base, 99% of our work is performed in the solid waste industry.

PSLLC has implemented an interface between the CompuWeigh™ System and the numerous third-party accounting systems. Our interface to accounting systems is customized to meet your business needs and requirements.

We have experience in working with our Customer's IT staff in order to ensure the proper rights and access are available to the users of the software. We have experience in working with Weights and Measures to ensure the information captured from the scale indicator is within their guidelines. We have provided numerous hours of consultation and customization in reference to our Customer's requirements. Our reputation proves that we deliver a software package that is configurable and customizable to meet each of our Customer's needs.

PSLLC proposes to provide all of the labor and materials quoted to furnish and install a new solid waste scale management system that will enable the Customer to collect and manage information from its facilities in the most efficient manner possible. We will install the CompuWeigh™ System on Customer provided hardware, integrate the system with the central office and perform full acceptance testing with the assistance of the Customer. Classroom lectures and hands-on training with the new software will be provided along with complete documentation. A mutual plan to transition from the current system to the CompuWeigh™ System will be developed prior to system installation to assure a smooth cutover. PSLLC has performed countless number of hours in the training of solid waste management facility's personnel with varying computer experience using a well-structured curriculum consisting of several days of lecture, demonstration and hands-on training. The proposed system will be delivered with full operational documentation to

support the installation. With this in mind, the implementation we propose will be modified to fit the needs and request of the Customer. PSLLC will provide the Customer with a facility survey to obtain the necessary information we need to create your database.

PSLLC is well experienced in working with projects the size and having similar system configuration as used by the Customer. From the initial design of the CompuWeigh™ System, it was intended to serve both single and multiple site configurations. Our installed customer base has grown each year and our system as delivered has performed up to and in most cases exceeded our customers' expectations. We have become the preferred supplier from one computer one scale facilities, to complex distributed facilities in the solid waste industry who understand the importance of collecting and managing data with the timeliest and accurate system and how valuable this information is to run an efficient and effective solid waste facility.

At PSLLC, the entire staff is involved in some form or fashion with each project that is undertaken by our office. A team approach fosters discussions on what makes this customer unique, what has been successful in the past, where do we need to allocate additional resources and what we need to do to make this as seamless as possible for our Customer. Our employees understand and have agreed in our Employee Agreement and Handbook the confidentiality of our business and that of our customers. Our employees are well trained experts in the computer field and in the solid waste management industry and will be part of the project team during the various phases of implementing the project including contract negotiations, software customizations, system installation and customer training, ongoing support for daily operations, and future system enhancements. We have experience working with departments of all sizes within a municipality, including but not limited to, end users, management, IT, Accounting, auditors, and many more. We are experienced in the requirements of the Weights and Measures and work closely with our customers to ensure the software maintains their standards.

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. We bring multiple employees to these meetings in order to have multiple contact points for the participants to ensure questions are answered. We have also started looking into regional user groups for our customers to participate in as well. PSLLC is happy to participate. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants. We are also a strong participant with WasteCon, Waste Expo, WEF, and the Canadian Waste and Recycling Expo.

We strive to be on the cutting edge of technology and will continue to grow our software in order to remain the leader in the industry. Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development.

PSLLC will be partnering with Greywood Consulting Corp. and with Kanawha Scales and Systems for this project. Each bring their own unique aspect to the project. Additional information about each partner is located in the Qualifications of the Firm and Qualifications of the Designated Staff sections below.

Greywood Consulting Corp.

Greywood Consulting Corp. provides program/project management (PM) services. We are a team of experienced consultants that specialize in technology implementation and IT service projects. Our consultants focus on assisting companies to deliver technology efficiently, and to maximize the return on their IT investment. Greywood's PM quality is based on extensive experience managing projects for high tech, Fortune 100 customers. Our PM methodology is a robust set of guidelines, tools and best practices developed over many years of successfully delivering major projects. Greywood incorporates vigorous planning and tracking and a communication plan tailored to meets the needs of our project stakeholders.

Areas of Expertise:

- Program & Project Management
- PMO Implementation & Support
- Technology Implementation (Transition & Transformation)
- Process Design & Delivery
- Technical Business Analysis
- Business Operations & Management
- PM & Technology training

Consultant's Certifications:

- PMI - Project Management Professional (PMP) and Certified Associate PM (CAPM)
- Certified SCRUM Master (CSM)
- Certified SCRUM Product Owner (CSPO)
- SAFe Product Consultant (CSPS)
- ITIL v3 Foundation
- Six Sigma Black Belt

Kanawha Scales and Systems

Kanawha Scales & Systems is an American owned company, founded in 1954 by Paul Bradbury as an industrial weighing service and calibration company. Since then Kanawha Scales & Systems has become a world leader in the weighing and automation industry. Kanawha Scales & Systems has fourteen offices in the USA, an office in Beijing, China as well as manufacturing, sales/service partners in India, Brazil and Australia.

Kanawha Scales & Systems has provided over 200 systems to over 19 countries outside of the USA, making Kanawha Scales & Systems one of the largest innovative weighing

and automation companies in the world. We have been able to do this by leading the way in technology and mostly by listening to our customers.

Kanawha Scales & Systems has provided over 1,100 data collections systems dating back before 1980 and has been supporting them ever since. In addition to weighing and data collection systems, Kanawha Scales and Systems is the leader in coal and iron ore truck and train loading systems with over 250 systems installed worldwide. These systems load coal and iron ore in to open top trucks and railcars at a very high rate (up to 12,000 tons/hour for coal and 24,000 tons/hour for iron ore), which are the fastest gravimetric coal and iron ore loading systems in the world. In 1996, Kanawha Scales & Systems was the first loadout supplier in the world to provide a totally automated (unmanned) train loadout system located in Australia. All of our loading systems include data collection systems at different automation levels to suit our customer's needs.

Kanawha Scales & Systems, Inc. has built its reputation around the highest level of customer support, innovative technology and dedicated account management required by customers around the world. Kanawha Scales & Systems has an extensive history in the weighing, measurement, controls, data collection and automation industry, which allows us to provide something that most scale sales & service companies cannot: Total Solutions and Support. As a total solutions provider, Kanawha Scales & Systems has an unbeatable combination of experience, knowledge and commitment to success.

Kanawha Scales & Systems Corporate Mission Statement

Our mission is to be a successful manufacturing and service organization dedicated to providing quality products and service of innovative weighing, material handling and control systems to domestic and international customers.

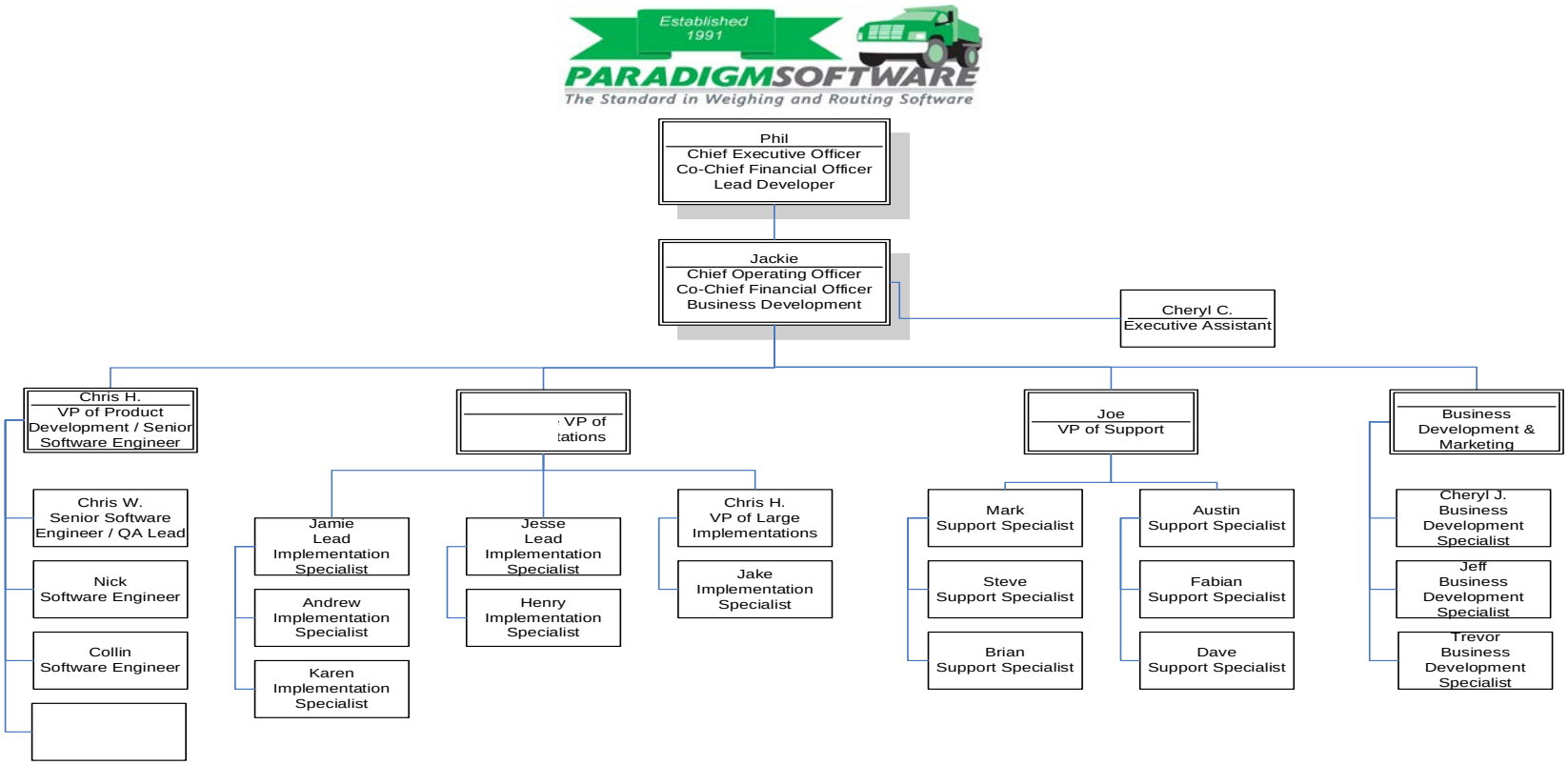
We will accomplish our mission by:

- Providing our customers with exceptional value.
- Providing an environment in which our employees are offered opportunities for personal growth and advancement.
- Operating in a way which benefits our community

3.2 Qualifications of the Designated Staff

3.2.1 Organizational Structure

PSLLC offers a single point of contact for our customer base. A phone call to our office will put you in touch with our dedicated staff. While you will have access to the technician(s) who will be responsible for the successful installation of the software at your facilities, you will also have access to the remainder of the staff. Our Organization Chart is provided on the next page for your review. **Note: 25 of our 26 employees can provide operational support for the application**



3.2.2 Project Team Qualifications and Experience

PSLLC takes great pride in hiring quality staff. In addition, we use modern processes to ensure our staff meet Federal and State requirements. As such, we verify each new employee through the E-Verify Program even though our average employee base is less than the required of 50 employees. The project manager for this implementation will be assigned upon award based on current projects in place and dependent on the timeframe of which this project will proceed, to ensure the County receives a dedicated staff member. Based on the current requirements, PSLLC does not plan to use a subcontractor.

3.2.3 Key Personnel

Each employee will assist in every installation. Whether physically on-site with our customer or in a remote supporting role. We handle each installation as a team and have seen great success with this model. Our team has been involved in numerous implementations and as a team we are able to accomplish any unforeseen events that have occurred. We believe a team approach to this project while working with the team members specified by the customer is a tremendous advantage. If a staff member were to become unavailable during implementation, we would be able to quickly provide an alternate. We have very little turnover of staff and we strive to provide an environment for our staff that encourages them to stay onboard for years to come.

Phil – *Chief Executive Officer*
30+ years' experience in solid waste and technical industry. Extensive consulting background & written client server applications for St. Paul Insurance, Legg Mason Brokerage, Black & Decker, Allied Signal, Blue Cross & Blue Shield and Mobile. 12 years' experience teaching at a corporate and university level and Trained in VB6, VB Net, ASP, ASP.Net, SQL Server and Client Server analysis and design. Involved with all installations. ***Education*** *– Bachelor of Science in Mathematics – Clemson University.* ***Service at Paradigm – Since 1991.***

Jackie – *Chief Operating Officer*
Jackie is a US Marine Corps Veteran (E4 Corporal) and brings 30+ years' experience in business development, marketing, management and consulting in the computer, office automation and insurance fields. Manages and oversees the daily operations of PSLLC. He is involved with product demonstrations, workflow procedures, advertising, contract and proposal preparation, and has performed numerous customer installations. Jackie has proven success in project management focusing on written documentation, data transfer and mapping, scale house site design and rating tool design. Involved with all installations. ***Education*** *– Bachelor of Science in Business Management – York College of Pennsylvania.* ***Service at Paradigm – Since 2000.***

Cheryl C. – *Executive Assistant*
Office management and assistance with the day to day operations of the company. Involved with Business Development and trade show coordination. ***Education*** – *Bachelor of Science – Psychology – Towson State University.* ***Service at Paradigm – Since 2014.***

Cheryl J. – *Business Development Specialist*
20+ years "hands on" CompuWeigh™ application usage. Office management in a Waste to Energy facility managing business, personnel, purchasing and IT for the organization. Experience in providing system set up, installation, roll-out and end-user training for a 14-site installation involving C & D, composting, appliance collection & recycling, MSW and landscaping markets. Involved in over 20 installations. ***Education -*** *Bachelor of Science – Business Communications – University of Wisconsin – River Falls.* ***Service at Paradigm – Since 2006.***

Jeff – *Business Development Specialist*
Jeff has over 32+ years with direct involvement in the operation of a municipal landfill and over 10+ years' experience with the CompuWeigh System, he brings valuable insight to our organization. We are excited to have him as part of our team. ***Service at Paradigm – Since 2015, with industry experience since 1983.***

Trevor – *Business Development Specialist*
Trevor is a recent college graduate that has just started a career with Paradigm Software. He will be spending his time with experienced Business Development Representatives in hopes of maintaining current customer's satisfaction and bringing new customers on board and assisting the Support team in order to obtain more knowledge to assist him in his daily responsibilities. ***Education*** – *Bachelor of Science: Business Administration – Towson University.* ***Service at Paradigm – Since 2018.***

Chris H. – *Vice President of Product Development / Senior Software Engineer*
Years' of experience with software maintenance, new development and credit card integrations. He's daily oversight of all programming and development matters provide a solid foundation for our application. Involved with all installations. ***Education*** – *Masters of Science in Business and Technology Management and Bachelor of Science in Computer Information Systems: Network and Information Security Concentration – Villa Julie College.* ***Service at Paradigm – Since 2007.***

Chris W. – *Senior Software Engineer*
14 years' experience in programming enhancements, maintaining existing programs & hardware and providing research analysis and problem-solving functions. Proficient in Microsoft® Office suite of products, Visual Basic, .NET. Chris has been involved in more than 70 system installations. ***Education*** – *Bachelor of Science in Computer Science – University of Maryland Baltimore County.* ***Service at Paradigm – Since 2000.***

Nick – *Software Engineer*
Nick's experience focuses on the maintenance programming, new development and other programming tasks associated with the CompuWeigh™ System. He has an excellent troubleshooting and problem-solving background. ***Education*** *– Bachelor of Science in Computer Information Systems – Stevenson University.* ***Service at Paradigm – Since 2014.***

Collin – *Software Engineer*
Collin is a recent college graduate and started his career with Paradigm. He is involved in maintenance of the CompuWeigh™ System and the addition of new features. ***Education*** *– Bachelor of Science in Computer Science – The Pennsylvania State University.* ***Service at Paradigm – Since 2018.***

Alex – *Programmer*
Alex is a recent college graduate and will be starting his career with Paradigm. He will be splitting his early days between the Support team and the Product Development team to become more acclimated to our system and company. ***Education*** *– Bachelor of Science in Computer Science – Goucher College.* ***Service at Paradigm – Since 2019.***

Art – *Executive Vice President of Implementations*
Years of professional management experience as the third highest level of command in a City Fire Department, Art brings a wealth of knowledge to Paradigm. In addition to management, Art has an extensive IT background and will play a vital role in the growth of the company. ***Education*** *– Bachelor of Science in Business Information Systems Management – University of Maryland.* ***Service at Paradigm – Since 1999.***

Chris H. – *Vice President of Large Implementations*
Years of experience in providing system installations, customer support and end user training. Involvement in the development of industry related applications and existing programs. Thorough knowledge of Microsoft® Windows Office applications, database management and experienced with Visual Basic, SQL and HTML programming languages; Windows Operating Systems as well as Netware Network Operating Systems. Involved with all installations. ***Education*** *– Bachelor of Science in Business Information Systems – Villa Julie College.* ***Service at Paradigm – Since 1998.***

Jesse – *Lead Implementation Specialist*
Microsoft® Windows operating systems and Office knowledge. Hardware and software knowledge. Involved in over 10 installations. ***Education*** *– Bachelor of Arts – Civil Engineer, University of Maryland and Delaware Technical & Community College.* ***Service at Paradigm – Since 2009.***

Jacob – *Implementation Specialist*
Extensive accounting knowledge. Microsoft® Windows operating systems and Office knowledge. Involved in over 10 installations. ***Education*** *– Bachelor of Arts in Accounting – Flagler College.* ***Service at Paradigm – Since 2010.***

Andrew – *Implementation Specialist*
Andrew brings 5+ years of experience in sales, marketing, documentation composition, and training. His current role includes day to day customer support, developing/composing customer documentation, and assisting with customer installations. ***Education*** *– Bachelor of Science in Business Communication – Stevenson University 2011.* ***Service at Paradigm – Since 2016.***

Karen – *Implementation Specialist*
Karen has over 15 years' experience in Microsoft Exchange, Business Continuity, and SharePoint. ***Education*** *– Bachelor of Science in Computer Information Systems – York College of Pennsylvania.* ***Service at Paradigm – Since 2016.***

Jamie – *Lead Implementation Specialist*
Jamie has over 20 years' experience in the configuration and installation of software products. He has an accounting background and is extremely knowledgeable with the PeopleSoft ERP and Applications Software. He is an honorably discharged Navy Veteran (E4 Petty Officer Third Class). ***Education*** *– Bachelor of Science in Accounting – Towson University.* ***Service at Paradigm – Since 2018.***

Henry – *Implementation Specialist*
Recent graduate with multiple years of experience in customer service, computer tech support, and programming. Intern with Becton Dickinson, where he helped design and build a web application that would handle the $45 billion company's daily label printing and reconciliation process. ***Education*** *– Bachelor of Science in Information Systems - University of Maryland, Baltimore County.* ***Service at Paradigm – Since 2017.***

Joe – *Vice President of Support*
Years' of experience providing technical support, system installation and end-user training team. Joe has a strong knowledge base and practical experience in business operations and management in various markets and industries and has been involved in over 50 installations. ***Education*** *– Bachelor of Science in Computer Information Systems – University of Baltimore.* ***Service at Paradigm – Since 2004.***

Mark – *Support Specialist*
20+ years of information technology support. Experience with Network configurations, data/voice/system backups, customer service experience, and e-commerce implementation. Involved in over 10 installations. ***Education*** *– High School Diploma.* ***Service at Paradigm – Since 2009.***

Steve – *Support Specialist*
Years' of experience providing end-user support and training. He is proficient with Microsoft® Windows operating systems and Office. ***Education*** *– Bachelor's Degree in Computer Information Systems – Strayer University.* ***Service at Paradigm – Since 2014.***

Austin – *Support Specialist*
Austin is a US Army Combat Veteran (E5 Sargent) and brings 8+ years of experience in analysis, dissemination, reporting, training, and management. His current role fulfills the support requirement which includes customer, desktop, and software support. Further support roles include installation assistance and report customization. ***Education*** – *Bachelor of Science in Information Technology – Towson University.* ***Service at Paradigm – Since 2016.***

Brian – *Support Specialist*
Brian has 16 years of combined Software Support and Quality Assurance testing experience. As a QA Analyst, he specialized in testing mobile software for the transportation logistics industry. Additionally, Brian has extensive implementation and upgrade experience as well as hardware troubleshooting skills. ***Education*** – *Bachelor of Science – Towson University.* ***Service at Paradigm – Since 2017.***

Fabian – *Support Specialist*
Fabian is a skilled project coordinator and business analyst with over eighteen years of experience in delivering quantitative results through a balanced combination of strategic management, organizational design and continuous process improvement. He also has several years of experience in providing Tier II & III technical support involved troubleshooting LAN, configuring servers/workstations, establishing network printers, setting up user accounts, establishing users, directory and file level permissions. His current role fulfills the support requirement which includes customer, desktop, and software support. ***Education*** – High School Diploma, Computer & Business training, Howard Community College (Business and Technology Center) 1995. ***Service at Paradigm – Since 2017.***

Dave - *Support Specialist*
Dave joins the team with many years of support experience and has knowledge with networking, hardware configuration and desktop support. He is a Law Enforcement and US Navy Veteran. Dave has an MCP Certification in Microsoft Systems and is CompTIA A+ Certified. ***Service at Paradigm – Since 2018.***

Greywood Consulting Corp.

Lorna Anderson, PMP is a strategically focused program manager with a successful career in the design, implementation, and management of the entire life-cycle of complex programs and projects. Superb analytical skills and technical expert peaked in developing innovative solutions, to successfully deliver large-scale global projects on time, and within budget. Proven track record and keen ability in managing multi-discipline project teams in the delivery of project requirements within stakeholder's mission, values and goals, while managing scope, schedule, resource, and quality constraints.

Professional Skills:

- Program Design & Management
- Project Management Office (PMO) Leadership
- Business Process/Operations Management
- Vendor Negotiation & Management
- Account Governance/Client Relationship Management
- Outsourcing Project Management (Transition & Transformation)

Consulting Projects with HP Enterprise (aka DXC Technology)

- Implementation of SAP system in Client Factory Locations
    - Managed the execution of the project, including coordinating activities of vendors (for equipment sourcing, purchase and delivery) and subcontractors (for equipment installation and configuration & hardware/software integration).
    - Controlled project scope, schedule and costs:
    - Minimized changes to scope by identifying creative solutions to issues/roadblocks.
    - Maintained planned schedule with vigorous activity tracking.
    - Managed costs of equipment and labor; tracked invoices/payments; reported costs vs budget to client finance director.
    - Executed project reporting and coordinated plant/factory communications to end users.
    - Captured lessons learned for future factory location implementations.
    - Closed out project and completed documentation archiving to meet quality and contractual requirements.
- Corporate Acquisition & IT Service Migration
    - Analyzed acquired company's global IT service model.
    - Planned the migration of the IT operations and services - enterprise level and end user IT services for each region (Americas, Europe, & Asia Pacific).
    - Migrated the company's IT operations and service to existing HP data centers (worldwide).
    - Shutdown the acquired company's IT data centers and consolidated corresponding office space.
- Client Financial Application Hosting Relocation
    - 'Lift & shift' HP's client's financial application from prior hosting provider to HP Data center.
    - Coordinated the application & server shut down and hardware pick up of the client's application servers with the prior hosting provider team.
    - Coordinated and monitored the space preparation at, and transportation to, the HP data center.
    - Monitored the installation, startup and validation checks at the new HP DC location.
- Client Application Consolidation
    - Inventoried client applications and corresponding server locations.

- Identified and validated application owners and current application support model.
- Decommissioned invalid/obsolete applications - shutdown underutilized servers where applicable.
- Migrated utilized applications to new servers in alternate DC.
- Reduced server footprint in DC to meet DC space reduction targets.

- Server Enclosure Consolidation
  - Inventoried servers and applications for HP DC restructuring and client/company split initiatives.
  - Planned & monitored build out of new space for server enclosures.
  - Migrated application servers to new enclosures.
  - Reduced enclosure/server footprint in HP DC.
- HP SM (Service Management) Tool Migration and Legacy Tool Decommission
  - Migrated client service management accounts from legacy tool to HPSM instance (Europe & US).
  - Identified and documented existing Service Management processes (Incident, Change, Service Catalog, Problem, etc.) and developed the migration plan/process.
  - Scheduled and coordinated new tool training, cutover communications, pilot testing and pre-go-live testing.
  - Managed HPSM tool cutover, post go-live testing/validation, and warranty periods.
  - Monitored clean-up of legacy tool date and managed account disabling in preparation for the legacy tool decommission.

3.2.4 Diversity and Inclusion

PSLLC is committed to providing a diverse and equal employment environment for all out employees. Included in Employee Handbook which is provided to all employees and updated as necessary on an annual basis, we outline the Employee and Customer Relations followed by our company and our employees. Topics include but are not limited to Diversity, Equal Employment Opportunities, Business Ethics and Conduct, Americans with Disabilities Act and more.

3.2.5 Quality Assurance

PSLLC takes great pride ensuring we deliver a quality product to our customers. Once awarded, PSLLC will assign a Project Manager to be the Customer's main point of contact throughout the implementation. That point of contact will be the lead technician for the implementation and will have all resources available to him/her from Business Development, Installation Team, Support Team, Programmers/Software Engineers and Executive Management. PSLLC has implemented a milestone approach to our implementations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the

Customer, by Paradigm and joint milestones. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

3.3 Reference Projects

Hillsborough County, FL:
Hillsborough County operates a landfill, WTE, numerous transfer stations and convenience centers. The County has unattended on multiple lanes that integrate a RFIDs, touch screens, lights and kiosk thermal receipt printers. The County utilizes signature capture and driver's license scanning on all attended lanes, and scale monitoring on all scale lanes. The CompuWeigh™ System uses a SQL Server database and operates in near real-time between all sites using the Message Queuing Module. The County invoices their customers with the Accounts Receivable and Aging Module offered within CompuWeigh™. A custom Folio module was developed for the County to be used at the convenience centers to track residential usage of the facilities and only allows a specified number of visits before charging for disposal. PSLLC was selected over AMCS Group (PC Scales) in a competitive bid process.

Pinellas County, FL:
Pinellas County operates a landfill, mini-hand unload, WTE and Ash facility all at the same site. The County currently has a total of eight scale lanes. Four lanes have automation consisting of RFIDs, color LCD monitors and Qwerty Keyboards (or touch screen computers), and all lanes have a thermal receipt printer, gates, and cameras. The County processes in excess of 340,000 transactions per year. The CompuWeigh™ System monitors over 28 cameras linking transactions directly to the video. The County accepts credit cards, processes check verification, signature capture and driver's license scanning. The CompuWeigh™ System uses a SQL Server database and operates in near real-time between sites using the Message Queuing Module. The County invoices their customers with the Accounts Receivable and Aging Module offered within CompuWeigh™. The County accepts credit card payments through the Web Reporting Module through a hosted order page linked to their credit card provider. PSLLC was selected over AMCS Group (PC Scales), WasteWorks, DesertMicro, ISI, Creative Information Systems, Mettler-Toledo. PSLLC replaced a Mettler-Toledo System and went live in September 2010. The County upgraded to CW6 in September 2017.

Delaware Solid Waste Authority Delaware:
The CompuWeigh™ System uses a SQL Server database and operates in near real-time between three landfills, two transfer stations, one MRF, and the central office using the Message Queuing Module. The Authority processes in excess of 600,000 transactions per year. Several sites are set up with unattended terminals which operate in both unattended and attended mode. In the unattended mode, RF Tags identify the vehicle and if necessary, the driver answers additional transaction questions to generate a ticket. The CompuWeigh™ System exports transactional data to a Solomon

accounting system for customer billing and their general ledger. The CompuWeigh™ System replaced an in-house system and was installed in May 1999. The Cherry Island facility underwent a complete revamp in 2004. The Authority upgraded to CW6 in May 2017.

Miami-Dade County Department of Solid Waste Management, FL:
The County has eight sites operating multiple landfills and transfer stations. The CompuWeigh™ System serves 20 lanes of traffic and utilizes the Message Queuing Module for near real-time transaction processing. The CompuWeigh™ System monitors numerous cameras linking transactions directly to the video. The CompuWeigh™ System was selected over several other systems, including ASI (Mettler-Toledo), in a competitive bid and replaces an outdated system by ISI. The system went live in August 2007 after an extensive testing process. In 2008, the County started installing unattended touch screen capable systems at several of their locations which identifies the vehicle using RFID.

City of Seattle, WA:
The City has a total of two transfer stations operating the CompuWeigh™ System. The City uses the Message Queuing Module for near real-time transaction processing. Multiple lanes have automation consisting of RFIDs, color LCD monitors, keypads, thermal receipt printers, gates, and magnetic stripe tickets. The City accepts credit cards, signature capture, and driver's license scanning. The City invoices their customers using the Accounts Receivable and Aging Module. The CompuWeigh™ System was selected over Mettler Toledo and AMCS Group (PC Scales) in a competitive bid process and replaced a Norwesco System in 2009. The City is currently implementing CW6 and is scheduled to be live in mid-2019.

3.4 References

Firm Name:	Hernando County, FL
Contact:	Jeff Howley
Email:	jhowley@hernandocounty.us
Phone:	(352) 754-4906
Firm Name:	Pinellas County, FL
Contact:	Deborah Bush
Email:	dbush@pinellascounty.org
Phone:	(727) 464-7803 or (727) 692-3800
Firm Name:	Delaware Solid Waste Authority, DE
Contact:	Andrew Taylor
Email:	amt@dswa.com
Phone:	(302) 739-5361 ext. 126

Firm Name:	Miami-Dade County Department of Solid Waste Management, FL
Contact:	Lou Broughton
Email:	lwb@miamidade.gov
Phone:	(305) 375-1037
Firm Name:	City of Seattle, WA
Contact:	Suzanne Hildreth
Email:	suzanne.hildreth@seattle.gov
Phone:	(206) 684-7492

3.5 Current Contracts

All of our Customers currently have an Agreement for at least support during the initial term of this Agreement. We would be happy to discuss our complete customer list with the Authority during a presentation as we consider our complete list confidential. We currently have approximately 10 customers that are in the process of initial preparation for implementation, testing, implementation, Go-Live or Post Go-Live stages. Each implementation moves at its own desired pace based on the needs and expectations of each customer. We are currently in contract negotiations with a number of municipalities that we are unable to list in this response due to confidentiality reasons until the Agreements have been ratified. We would be happy to discuss these with you during an on-site demonstration of the proposed system. PSLLC's customer base continues to grow. Currently we have customers in 44 states and four (4) Canadian provinces. We support customers in six (6) different time zones. Our CompuWeigh™ System is installed in a number of locations in and around the Customer's area. Some of PSLLC's Florida customers include the Pinellas County, Hillsborough County, Miami-Dade County, City of Jacksonville, Clay County, Leon County, Hernando County, Highlands County and many more in and surrounding the state of New York. We would be happy to assist you in contacting these customers for a site visit or to ask questions about PSLLC's application and service.

3.6 Invoice Processing

PSLLC takes great pride in providing accurate invoicing to our customers. Each project will contain a payment plan based on milestones within the implementation. When a milestone that is tied to a payment is completed, the corresponding invoice will be generated and emailed or mailed to the County Project Manager or designate. Terms will be negotiated with the County during the Contract phase and a final process will be agreed upon between both parties.

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4. Technical

4.1 Project Understanding

PSLLC understands the requirements of this RFP; meets the minimum system requirements as specified in the RFP; have the required insurance; and plan on handling the entire project with the assistance of Greywood Consulting Corp. (a local S/M/WBE West Palm Beach project management firm) and Kanawha Scales and Systems (a company currently working with the Authority with scales maintenance and support).

PSLLC understands that joint development of implementation, maintenance, training and support plans will result in a successful installation. With this PSLLC understands the specifications as outlined in the RFP and have submitted a conceptual implementation plan in our response. PSLLC and the Customer will work together to develop final plans upon award.

PSLLC has implemented a milestone approach to our installations. During the kick-off meeting, our Project Manager will discuss and outline these milestones for the Customer. The milestones cover items required by the Customer, by Paradigm and items to be completed jointly. The use of the milestones has proven to ensure a successful installation and to keep the planning, implementation, configuration, testing and training phases moving forward. Within our implementation plan provided in this response, we have outlined these milestones for your review.

PSLLC proposes to provide an off-the-shelf system that supports all the necessary functions related to scale house receiving, processing and reporting. The proposed System shall be inclusive of all software licenses, implementation, configuration, testing, planning, data migration, documentation, training, and subsequent software maintenance and support services throughout the term of the resultant contract. The scale house software application shall include all the specifications listed herein.

4.2 Plan of Implementation

4.2.1 Proposed Implementation

PSLLC understands that joint development of implementation, maintenance, training and support plans will result in a successful installation. With this PSLLC understands the Scope Overview as outlined in the RFP and have submitted a conceptual implementation plan in our response. PSLLC and the Customer will work together to develop final plans upon award.

4.2.2 Conceptual Implementation Plan

PSLLC will be involved in all steps of the implementation from project award, to go-live and post go-live. We are a phone call away for any urgent issues and will respond promptly. The normal service time is immediate for phone calls with the outside time of less than 30 minutes. After-hours service is immediate for phone calls with the outside time of less than 30 minutes. The design of our after-hours support allows for tech to be available at all times with additional support staff available to assist in the remote chance that two customers call in for support at the same time.

PSLLC understands the requirements of the RFP for the Customer's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the Customer:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of system users for training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.

Following contract finalization, PSLLC envisions a kick-off meeting in order to lay out the ground work for the project. In addition, PSLLC will provide a Statement of Work (SOW) for each party to work from in order to complete the project.

The CompuWeigh™ System is a highly customizable software package that has the flexibility to be configured to conform to the policies and practices of each customer. After contract award, PSLLC will work with the Customer to complete a facility survey document that will serve as a project implementation plan and will describe all pertinent business practice information of the Customer. This document will serve as the guide for configuring the CompuWeigh™ System software. This is a great opportunity for our clients to look at their current business practices and get advice on potential improvements to their approach. PSLLC assigned installation technicians will setup and configure all data files before arriving on site. This will allow the installing technicians to concentrate on software installation and testing, training, and system fine-tuning during their time on-site. The time on-site is designed to get the staff proficient in the use of the software and begin the process of transitioning from the old to the new software. PSLLC has read the RFP in regards to a plan of action for the implementation of our product. We feel that the project plan listed in this Section is a great starting point and agree that a mutually agreed upon plan will be developed by the Customer and PSLLC.

PSLLC utilizes a systematic approach using the following tools to manage, control, and supervise the project:

- Microsoft Project is utilized to identify tasks, milestones, responsibilities, and timelines for the project.

- PSLLC's facility survey is used to gather necessary information required for setup.
- PSLLC's internal Support Database is used to enter and track the status of any programming items and setup tasks. From this database, punch lists and sign-off sheets can be created and managed to ensure all functional requirements are completed and working as expected. Once live, the Support Database is used to manage the on-going use of the application.
- PSLLC's web site allows customers to enter support requests and track statuses of any support incident or task created to better manage the project as well.

PSLLC understands and expects minor obstacles during the implementation, however, our knowledgeable team will be able to work through those. The installation team has access to programmers and management during all phases of the implementation and will work closely to ensure a seamless cutover.

4.3 Project Schedule

As per the requirements of the RFP, please find a sample implementation plan. The CompuWeigh™ System has an all-inclusive executable, therefore, all software will be installed with a single installation. This is a sample Implementation Plan. PSLLC will work with the customer to develop a final document. We have proposed implementing one site to pilot and then roll out the remaining sites. We will work with the Authority to finalize the implementation plan.

Task Name	Duration	Start	Finish	Predecessors	Resource Names	% Complete
Paradigm CW6 Implementation	**343 days**	**Mon 4/1/19**	**Wed 7/22/20**			**0%**
Paradigm CW6 Implementation	1 day	Mon 4/1/19	Mon 4/1/19		Authority Project Team	0%
Contract Award	1 day	Tue 4/2/19	Tue 4/2/19	2	Authority Board	0%
Contract Finalization	20 days	Wed 4/3/19	Tue 4/30/19	3	Authority Project Team, PSLLC	0%
Board Approval	1 day	Wed 5/1/19	Wed 5/1/19	4	Authority Board	0%
Award Purchase Order	10 days	Thu 5/2/19	Wed 5/15/19	5	Authority AP	0%
Hardware Environment	**42 days**	**Fri 5/31/19**	**Tue 7/30/19**			**0%**
Hardware Environment	0 days	Fri 5/31/19	Fri 5/31/19	21	Authority IT	0%
Develop Server / Workstation Requirements	2 days	Mon 6/3/19	Tue 6/4/19	9	Authority IT, PSLLC	0%
Create Test Server(s)	20 days	Wed 6/5/19	Tue 7/2/19	10	Authority IT	0%
Create Production Server(s)	20 days	Wed 7/3/19	Tue 7/30/19	11	Authority IT	0%
Milestones	**320 days**	**Thu 5/2/19**	**Wed 7/22/20**			**0%**
Milestones	0 days	Wed 5/15/19	Wed 5/15/19	6		0%

Milestone #1 - Knowledge Transfer from BD to Install Team	**1 day**	**Thu 5/16/19**	**Thu 5/16/19**			**0%**
Knowledge Transfer from BD to Install Team	1 day	Thu 5/16/19	Thu 5/16/19	6	PSLLC	0%
Milestone #2 - Remote Kick-Off Meeting	**2 days**	**Thu 5/30/19**	**Fri 5/31/19**			**0%**
On-Site - Kick-Off Meeting	2 days	Thu 5/30/19	Fri 5/31/19	18,97	Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Milestone #3 - Order Hardware	**70 days**	**Mon 6/3/19**	**Fri 9/6/19**			**0%**
Order Hardware	40 days	Mon 6/3/19	Fri 7/26/19	21	PSLLC	0%
Manufacturer Hardware	30 days	Mon 7/29/19	Fri 9/6/19	24	PSLLC	0%
Milestone #4 - Programmer Review of CustCode Specific Code	**0 days**	**Fri 5/31/19**	**Fri 5/31/19**			**0%**
Programmer Review of CustCode Specific Code (not applicable)	0 days	Fri 5/31/19	Fri 5/31/19	21		0%
Milestone #5 - Facility Survey Review	**60 days**	**Mon 6/3/19**	**Fri 8/23/19**			**0%**
Facility Survey Completion	30 days	Mon 6/3/19	Fri 7/12/19	21	Authority AP, Authority AR, Authority Auditor, Authority Board, Authority IT, Authority Project Team	0%
Facility Survey Review	30 days	Mon 7/15/19	Fri 8/23/19	31	PSLLC, Authority Project Team	0%
Due Diligence (Validate assumptions)	30 days	Mon 7/15/19	Fri 8/23/19	31	PSLLC, Authority Project Team	0%
Milestone #6 - Visio Diagram and Site Photos	**20 days**	**Mon 8/26/19**	**Fri 9/20/19**			**0%**
Visio Diagram/Site Photos	20 days	Mon 8/26/19	Fri 9/20/19	33	PSLLC	0%
Milestone #7 - Collect Data	**15 days**	**Wed 7/3/19**	**Tue 7/23/19**			**0%**
Collect Data	15 days	Wed 7/3/19	Tue 7/23/19	11	Authority IT, PSLLC	0%
Milestone #8 - Create Version 6 Database and Folder Structure	**10 days**	**Wed 7/3/19**	**Tue 7/16/19**			**0%**
Create Version 6 Database and Folder Structure	10 days	Wed 7/3/19	Tue 7/16/19	11	Authority IT, PSLLC	0%
Milestone #9 - Review Conversion INI Tools and INI Files	**0 days**	**Tue 7/30/19**	**Tue 7/30/19**			**0%**
Review Conversion INI Tools and INI Files (not applicable)	0 days	Tue 7/30/19	Tue 7/30/19	12		0%
Milestone #10 - Initial Setup Data and Partial Historical Data Conversion	**5 days**	**Wed 7/31/19**	**Tue 8/6/19**			**0%**
Initial Setup Data and Partial Historical Data Conversion	5 days	Wed 7/31/19	Tue 8/6/19	12	Authority IT, PSLLC, Authority AP, Authority Board	0%
Milestone #11 - Test and Development Environment	**30 days**	**Mon 8/26/19**	**Fri 10/4/19**			**0%**
Test and Development Environment	30 days	Mon 8/26/19	Fri 10/4/19	32	Authority Project Team	0%
Milestone #12 - Production Environment	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Production Environment	10 days	Mon 8/26/19	Fri 9/6/19	32	PSLLC, Authority Project Team	0%
Milestone #13 - Transaction Scenario Guide and Supporting Documentation	**30 days**	**Mon 7/29/19**	**Fri 9/6/19**			**0%**
Transaction Scenario Guide and Supporting Documentation	30 days	Mon 7/29/19	Fri 9/6/19	24	PSLLC, Authority IT, Authority Project Team	0%

Milestone #14 - Programmer Liaison Meeting	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
Programmer Liaison Meeting	5 days	Mon 8/26/19	Fri 8/30/19	32,11,12	PSLLC, Authority IT, Authority Project Team	0%
Milestone #15 - On-Site Training / Testing	**40 days**	**Fri 10/11/19**	**Thu 12/5/19**			**0%**
On-Site Training	10 days	Fri 10/11/19	Thu 10/24/19	94,98	Authority Project Team, PSLLC	0%
Authority Testing	30 days	Fri 10/25/19	Thu 12/5/19	63		0%
Milestone #16 - Configure Hardware	**51 days**	**Mon 9/9/19**	**Mon 11/18/19**			**0%**
Configure Hardware	1 day	Mon 9/9/19	Mon 9/9/19	25	Authority Project Team, PSLLC, Authority IT	0%
Test Hardware	10 days	Tue 9/10/19	Mon 9/23/19	67	PSLLC	0%
Ship Hardware	10 days	Tue 9/24/19	Mon 10/7/19	68	PSLLC	0%
Install Hardware	10 days	Tue 11/5/19	Mon 11/18/19	69,99	PSLLC	0%
Milestone #17 - MSMQ Configuration	**15 days**	**Mon 8/26/19**	**Fri 9/13/19**			**0%**
MSMQ Configuration	15 days	Mon 8/26/19	Fri 9/13/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #18 - Ticket Setup and Review	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Ticket Setup and Review	10 days	Mon 8/26/19	Fri 9/6/19	32	Authority Project Team, PSLLC	0%
Milestone #19 - E-Mail Configuration	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
E-Mail Configuration	5 days	Mon 8/26/19	Fri 8/30/19	32	Authority Project Team, PSLLC	0%
Milestone #20 - WeighPay Configuration	**14 days**	**Mon 8/26/19**	**Thu 9/12/19**			**0%**
WeighPay Configuration	14 days	Mon 8/26/19	Thu 9/12/19	32	Authority Project Team, PSLLC	0%
Milestone #21 - Custom Report Review	**5 days**	**Mon 8/26/19**	**Fri 8/30/19**			**0%**
Custom Report Review	5 days	Mon 8/26/19	Fri 8/30/19	32	Authority Project Team, PSLLC	0%
Milestone #22 - Substantial Ad-hoc Report Conversion/Creation	**15 days**	**Mon 8/26/19**	**Fri 9/13/19**			**0%**
Substantial Ad-hoc Report Conversion/Creation	15 days	Mon 8/26/19	Fri 9/13/19	32	PSLLC	0%
Milestone #23 - Batch Report Creation and Scheduling	**10 days**	**Mon 8/26/19**	**Fri 9/6/19**			**0%**
Batch Report Creation and Scheduling	10 days	Mon 8/26/19	Fri 9/6/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #24 - AR and Aging/Posting Configuration	**14 days**	**Mon 8/26/19**	**Thu 9/12/19**			**0%**
AR and Aging/Posting Configuration	14 days	Mon 8/26/19	Thu 9/12/19	32	Authority Project Team, PSLLC, Authority IT	0%
Milestone #25 - Book Travel	**176 days**	**Thu 5/2/19**	**Thu 1/2/20**			**0%**
Book Travel - Kick-Off Meeting	20 days	Thu 5/2/19	Wed 5/29/19	5		0%
Book Travel - On-Site Training	20 days	Fri 9/13/19	Thu 10/10/19	94	Authority Project Team, PSLLC	0%
Book Travel - Hardware Installation	20 days	Tue 10/8/19	Mon 11/4/19	69		0%

Book Travel - Installation / Go-Live	20 days	Fri 12/6/19	Thu 1/2/20	64		0%
Milestone #26 - Installation Work Plan	**14 days**	**Fri 1/3/20**	**Wed 1/22/20**			**0%**
Installation Work Plan	14 days	Fri 1/3/20	Wed 1/22/20	100	PSLLC	0%
Milestone #27 - Database Maintenance Task	**5 days**	**Thu 1/23/20**	**Wed 1/29/20**			**0%**
Database Maintenance Task	5 days	Thu 1/23/20	Wed 1/29/20	103	Authority Project Team, PSLLC	0%
Milestone #28 - Go Live Prep - Purge Test Data and Final Steps Prior to Go Live (History, Audit Trails, Test Data)	**14 days**	**Thu 1/30/20**	**Tue 2/18/20**			**0%**
Go Live Prep - Purge Test Data and Final Steps Prior to Go Live (History, Audit Trails, Test Data)	14 days	Thu 1/30/20	Tue 2/18/20	106	Authority Project Team, PSLLC	0%
Milestone #29 - Go Live	**38 days**	**Wed 2/19/20**	**Fri 4/10/20**			**0%**
Go Live - 1 Site	7 days	Wed 2/19/20	Thu 2/27/20	109,100	Authority Project Team, PSLLC	0%
Go-Live Validation Time	6 days	Fri 2/28/20	Fri 3/6/20	112		0%
Go-Live - 2 Sites	5 days	Mon 3/9/20	Fri 3/13/20	113		0%
Go-Live Validation Time	5 days	Mon 3/16/20	Fri 3/20/20	114		0%
Go-Live - 3 Sites	5 days	Mon 3/23/20	Fri 3/27/20	115		0%
Go-Live Validation Time	5 days	Mon 3/30/20	Fri 4/3/20	116		0%
Go-Live - 3 Sites	5 days	Mon 4/6/20	Fri 4/10/20	117		0%
Milestone #30 - Final Historical Transaction Data Conversion	**10 days**	**Mon 4/13/20**	**Fri 4/24/20**			**0%**
Final Historical Transaction Data Conversion	10 days	Mon 4/13/20	Fri 4/24/20	118	Authority Project Team, PSLLC	0%
Milestone #31 - Post Installation Checklist	**21 days**	**Mon 4/27/20**	**Mon 5/25/20**			**0%**
Post Installation Checklist	21 days	Mon 4/27/20	Mon 5/25/20	121	Authority Project Team, PSLLC	0%
Milestone #32 - Knowledge Transfer from Install to Support	**20 days**	**Tue 5/26/20**	**Mon 6/22/20**			**0%**
Knowledge Transfer from Install to Support	20 days	Tue 5/26/20	Mon 6/22/20	124	Authority Project Team, PSLLC	0%
Milestone #33 - Install Manager Post Go Live Follow-Up	**20 days**	**Tue 6/23/20**	**Mon 7/20/20**			**0%**
Install Manager Post Go Live Follow-Up	20 days	Tue 6/23/20	Mon 7/20/20	127	Authority Project Team, PSLLC	0%
Milestone #34 - Introduction to Support Department	**1 day**	**Tue 7/21/20**	**Tue 7/21/20**			**0%**
Introduction to Support Department	1 day	Tue 7/21/20	Tue 7/21/20	130	Authority Project Team, PSLLC	0%
Milestone #35 - Business Development Follow-Up	**1 day**	**Wed 7/22/20**	**Wed 7/22/20**			**0%**
Business Development Follow-Up	1 day	Wed 7/22/20	Wed 7/22/20	133	Authority Project Team, PSLLC	0%
Status Meeting	**230.13 days**	**Tue 5/28/19**	**Tue 4/14/20**			**0%**
Status Meeting	0 days	Tue 5/28/19	Tue 5/28/19			0%
Status Meeting 1	1 hr	Tue 6/4/19	Tue 6/4/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 2	1 hr	Tue 6/11/19	Tue 6/11/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

Status Meeting 3	1 hr	Tue 6/18/19	Tue 6/18/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 4	1 hr	Tue 6/25/19	Tue 6/25/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 5	1 hr	Tue 7/2/19	Tue 7/2/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 6	1 hr	Tue 7/9/19	Tue 7/9/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 7	1 hr	Tue 7/16/19	Tue 7/16/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 8	1 hr	Tue 7/23/19	Tue 7/23/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 9	1 hr	Tue 7/30/19	Tue 7/30/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 10	1 hr	Tue 8/6/19	Tue 8/6/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 11	1 hr	Tue 8/13/19	Tue 8/13/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 12	1 hr	Tue 8/20/19	Tue 8/20/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 13	1 hr	Tue 8/27/19	Tue 8/27/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 14	1 hr	Tue 9/3/19	Tue 9/3/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 15	1 hr	Tue 9/10/19	Tue 9/10/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 16	1 hr	Tue 9/17/19	Tue 9/17/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 17	1 hr	Tue 9/24/19	Tue 9/24/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 18	1 hr	Tue 10/1/19	Tue 10/1/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 19	1 hr	Tue 10/8/19	Tue 10/8/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 20	1 hr	Tue 10/15/19	Tue 10/15/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 21	1 hr	Tue 10/22/19	Tue 10/22/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 22	1 hr	Tue 10/29/19	Tue 10/29/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 23	1 hr	Tue 11/5/19	Tue 11/5/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 24	1 hr	Tue 11/12/19	Tue 11/12/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

Status Meeting 25	1 hr	Tue 11/19/19	Tue 11/19/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 26	1 hr	Tue 11/26/19	Tue 11/26/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 27	1 hr	Tue 12/3/19	Tue 12/3/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 28	1 hr	Tue 12/10/19	Tue 12/10/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 29	1 hr	Tue 12/17/19	Tue 12/17/19		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 30	1 hr	Tue 1/7/20	Tue 1/7/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 31	1 hr	Tue 1/14/20	Tue 1/14/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 32	1 hr	Tue 1/21/20	Tue 1/21/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 33	1 hr	Tue 1/28/20	Tue 1/28/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 34	1 hr	Tue 2/4/20	Tue 2/4/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 35	1 hr	Tue 2/18/20	Tue 2/18/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 36	1 hr	Tue 3/3/20	Tue 3/3/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 37	1 hr	Tue 3/17/20	Tue 3/17/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 38	1 hr	Tue 3/31/20	Tue 3/31/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%
Status Meeting 39	1 hr	Tue 4/14/20	Tue 4/14/20		Authority AR, Authority Project Team, Authority IT, PSLLC	0%

PSLLC anticipates that a final implementation plan will be developed mutually as part of the contract negotiations. PSLLC has performed many installations where the process has been all at once, broken down into many steps with separate installs for separate locations and also with phased in sites one at a time. PSLLC will work with the Customer after award to identify gaps that need to be addressed.

4.4 Proposed System

In this Section, PSLLC has provided a complete description of the proposed SSMS and UVSS systems to be provided and will demonstrate that the proposed system satisfies the Scope of Work of this RFP. PSLLC has provided an overview of the SSMS and UVSS systems in Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.10. Diagrams for the UVSS can be found in Section 4.4.2.23.

EXHIBIT C - ATTENDED AND UNATTENDED WEIGH SCALES BY SITE

Site Name and Location	**# Attended Weigh Scales**	**# Unattended Weigh Scales**
Central County Transfer Station	3	2
North County Regional Waste Disposal Facility (Landfill)	4	1
North County Transfer Station	2	1
Recoverable Materials Processing Facility (RMPF)	1	0
Renewable Energy Facility (REF 1 & REF 2)	3	1
South County Transfer Station	2	1
South West County Transfer Station	3	1
West Central Transfer Station	2	1
West County Transfer Station	2	0
TOTALS	**22**	**8**

PSLLC understands that the Authority has a total of thirty (30) scales across nine (9) facilities. Within the nine facilities there are twenty-two (22) manned scales and eight (8) unattended lanes that will need unattended kiosk for processing transactions either in-bound or out-bound.

EXHIBIT D - DIGITAL WEIGHT INDICATORS BY SITE

Site Name and Location	# of Scales	Scale Manufacturer and Model	Scale Indicator Model	Avg. # of Trans. Per Day
Central County Transfer Station	5	Mettler Toledo 7563	MT Jag Extreme GPD	559
North County Regional Waste Disposal Facility (Landfill)	5	Mettler Toledo (4) Rice Lake (1)	Mettler Toledo (4) 780Rice Lake 920i (1)	382
North County Transfer Station	3	Fairbanks	Cardinal 205 Cardinal 205 Cardinal 210	409
Recoverable Materials Processing Facility (RMPF)	1	Rice Lake	Rice Lake 920i	52
Renewable Energy Facility (REF 1 & REF 2)	4	Rice Lake	Rice Lake 920i	456
South County Transfer Station	3	Rice Lake	Rice Lake 920i	387
South West County Transfer Station	4	Rice Lake	Rice Lake 920i	312
West Central Transfer Station	3	Thurman	Cardinal 205 GSE 350 GSE 210	307
West County Transfer Station	2	Fairbanks	GSE 350	47

PSLLC understands that the Authority has 30 scales with various manufacturers and model of scale indicators. The CompuWeigh™ System will be able to connect to and read from this scale indicator provided the indicator has an RS-232 (Serial) or TCP/IP connection available.

4.4.1 Exhibit F – Requirements Checklist

PSLLC has completed the Exhibit F – Requirements Checklist below.

Req #	Priority	Process	Requirement Description	Response	Comment
1	Required	General	Comply with U.S. Weights and measures, laws, regulations, and standards and all audit standards.	1	Please see http://www.ncwm.net/ntep/cert_search?ob=&obd=&cc_num=&status=Any&man=paradigm&mod=&dvt=&keyword=&search=Search for this information. Certificate Number 96-049A2.
2	Required	UVSS	Integrate UVSS devices at all identified locations with the SSMS.	1	Please see the WeighStation Section 4.4.10.2 and the Unattended Operation Module Section 4.4.10.23 for more information.
3	Required	General	Fully integrated billing and accounts receivable system.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
4	Required	Reporting	The ability to generate custom reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
5	Required	Admin	Provide flexibility for system administrators to configure the system.	1	Please see the Overview Section 4.4.10.1 for more information.
6	Desired	General	The SSMS should have an API that passes transaction details to include, at a minimum, the tare weight, and gross weight for a given transaction number.	1	Please see the Proposed Solution Section 4.4.10 for more information.

6a	Required	General	The SSMS should allow CSI application connect to SSMS database.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
6b	Required	General	The SSMS should allow BPF application connect to SSMS database.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
7	Required	General	Comply with/conform to the Authority's existing scale equipment and indicators.	1	Please see the Proposed Solution Section 4.4.10 for more information.
8	Desired	Compatibility	Comply with/conform to the WIMS Central servers (HP Pro Liant DL 580 G8)	1	Please see the Minimum/Recommended System Requirements Section 4.4.10.13 for more information.
9	Required	Compatibility	Support a number of input and output devices and traffic control devices, including control gates, loop detectors, video recorders and RFID readers common in the waste industry.	1	Please see the WeighStation Section 4.4.10.2 and for the specific items listed, please see the Unattended Module Section, 4.4.10.23, the RF Reader Module Section 4.4.10.24, the Video/Picture Module Section 4.4.10.25, the Traffic Light Module Section 4.4.10.26 and the Traffic Gate Module Section 4.4.10.27 for more information.
10	Desired	Disaster Recovery	Support wired and wireless modems and/or routers for communication when circuits are down for credit card processing.	1	As this is a configuration of the Network, PSLLC does not foresee any issues with how the system would operate with these devices.
11	Desired	General	Operate the scale SSMS, accept payment and generate weigh tickets with hand-held	1	The system can operate on approved handheld devices and accept certain payments. Credit

			devices outside the scale house.		card terminals would need to meet PCI and Certification requirements.
12	Desired	General	Support input and output devices that function on off-grid power sources, such as solar and diesel-powered supplies.	1	As this is a configuration of how these devices receive power, PSLLC does not foresee any issues with how the system would operate with these devices.
13	Required	Compatibility	Comply with, support and control industry printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets.	1	PSLLC works with a variety of peripheral devices and have integrated with each of the types of peripheral devices listed in this question.
14	Desired	Compatibility	Provide compatibility with IBM Cognos Business Intelligence.	3	PSLLC would be open to discussing how the Customer is looking to integrate the two systems.
15	Desired	Compatibility	Provide and support a Cognos BI Catalog.	3	PSLLC would be open to discussing how the Customer is looking to integrate the two systems.
16	Required	General	Run SSMS systems at the outlying facilities independently when necessary if, for example, communication with Central is down.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
17	Required	General	Capture transaction information from the outlying facilities and update a central database in real-time or near real-time.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.

18	Required	General	Update remote systems from the central system in real-time or near real-time.	1	Please see the Message Queuing Module Section 4.4.10.19 for more information.
19	Desired	Accounts Receivable	Allow customers to view their account status online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
20	Desired	Accounts Receivable	Allow customers to pay their bills, including balance due online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
21	Desired	Accounts Receivable	Send monthly invoices electronically.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information. We currently have the ability to send Statements, however, have the ability to modify the output to show an Invoice.
22	Desired	Accounts Receivable	Send scale house tickets electronically (individually or in batch).	1	Please see the Emailing Tickets Section 4.4.10.16 for more information.
23	Required	Admin	Add or change Waste Types and Rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
24	Required	Admin	Add/change start and end dates for Waste Types and Rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
25	Required	Admin	Add or change tipping fee rates.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
26	Required	Admin	Add, maintain and update vehicle, trailer and container information such as license	1	Please see the Truck Edit Section 4.4.10.5 for more information.

			plate numbers, tare weights, decal numbers, etc.		
27	Required	Admin	Maintain customer account information.	1	Please see the Account Edit Section 4.4.10.4 for more information.
28	Required	Admin	Add or change special fees such as Unsecured Load or Special Service charges.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
29	Required	Contract Pricing	Facilitate contract pricing (special price for a specific customer/waste code that may or may not be limited by date range, total tonnage or total dollar amount, for example.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
30	Required	Contract Pricing	Set contract pricing limits by date range/tonnage/dollar amount	1	Please see the Jobs Module Section 4.4.10.30 for more information.
31	Required	Transaction	Ensure the validity of the data entered into the system by the scale operator by preventing the input of invalid data using system defaults or system validation tools.	1	Please see the Alerts/Rules Module Section 4.4.10.18 and Account Edit Section 4.4.10.4 for more information.
32	Required	Transaction	Allow scale operators the option to include comments and to store those comments with the transaction record.	1	Please see the WeighStation Section 4.4.10.2 and the CompuWeigh™ System Section 4.4.10.3 for more information.
33	Required	Transaction	Automate input of weights from the scale.	1	Please see the WeighStation Section 4.4.10.2 for more information.
34	Required	Transaction	Automate input of the vehicle identifiers by use of	1	Please see the RF Module Section 4.4.10.24 for more information.

			transponder, barcode or other technology.		
35	Required	Transaction	Automate input of tare weights for vehicles/roll-offs for which a stored tare weight exists, and automate the input of weight from the indicator.	1	Please see the WeighStation Section 4.4.10.2 for more information.
36	Required	Transaction	Automate calculation of fees and balance due on deposit, etc.	1	Please see the WeighStation Section 4.4.10.2 for more information. We have a number of customers accepting deposits entering the facility and when exiting the facility, the system automatically calculates the balance due or the amount to refund.
37	Required	Transaction	Automate application of customer's contract pricing, if applicable	1	Please see the Account Edit Section 4.4.10.4 for more information.
38	Required	Transaction	Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification and combined weights.	1	Please see the Truck Edit Section 4.4.10.5 for more information.
39	Required	Accounts Receivable	Provide alerts on accounts that are in arrears or have been cancelled (e.g. customer cut off from using Authority facilities) pending payment or are on a cash only basis.	1	Please see the Account Edit Section 4.4.10.4 – Options Tab for more information.
40	Desired	Transaction	Allow weigh scale weights to interface and be visible on the	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.

			scale camera and reviewable on the recording device.		
41	Required	Transaction	Provide the ability for the scale operator to recapture the weight.	1	Please see the WeighStation Section 4.4.10.2 for more information.
42	Desired	Transaction	Scan and store documents with the transaction record.	1	Please see the Account Edit Section 4.4.10.4 for more information.
43	Required	Transaction	View customer balance due at the scale house (preferably in real time)	1	Please see the WeighStation Section 4.4.10.2 for more information.
44	Required	Transaction	Automate input of photos of the vehicle.	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.
45	Desired	Transaction	Provide separate outside LED display for customer viewing.	1	Please see the WeighStation Section 4.4.10.2 for more information.
46	Required	General	Track and manage of the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.	1	Please see the Shift Totals Section 4.4.10.9 and the Reporting Section 4.4.10.17 for more information.
47	Required	Transaction	Incorporate “direction” codes and record them with every transaction as an alternative to using different waste codes to distinguish between inbound, outbound and internal transfers.	1	Please see the WeighStation Section 4.4.10.2 for inbound and outbound directions. We currently handle the inbound and outbound through direction and handle the transfer out and transfer in through a Transaction Type.
48	Required	Transaction	Use logic or preset defaults to automatically input direction	1	This is a standard feature within the CompuWeigh™ System

			codes, origination sectors and destination sectors.		Section 4.4.10.3 and the WeighStation Section 4.4.10.2 for more information.
49	Required	Transaction	Differentiate between incoming and outgoing loads.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
50	Required	Transaction	Incorporate “origination” and “destination” codes and record them with every transaction.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
51	Required	Transaction	Restrict allowable waste types and origination/destination sectors by site using logic or preset defaults.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
52	Required	General	Handle Cash, Debit or Credit Card, Check and Account transactions (including swipe and chips cards)	1	Please see the CompuWeigh™ System Section 4.4.10.3 and the WeighPay (Credit Card) Module Section 4.4.10.21 for more information.
53	Required	Compatibility	Provide compatibility with industry standard peripherals necessary to facilitate the transactions in Requirement #52.	1/2	Please see the WeighPay (Credit Card) Module Section 4.4.10.21 for more information. Per PCI requirements, the devices will be provided by the credit card provider selected by the Customer.
54	Required	Fees	Accommodate charges by weight (pound or ton), by yard and for “each”.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
55	Required	Fees	Accommodate “minimum charges” (e.g.$2.00 minimum)	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.

56	Required	Fees	Accommodate special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling)	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
57	Required	Transaction	Print configurable scale tickets containing all industry standard information.	1	Please see the WeighStation Section 4.4.10.2 for more information.
58	Required	Transaction	Print default statement under the driver signature i.e., “Driver certifies that load is clean vegetation.”	1	Please see the WeighStation Section 4.4.10.2 for more information.
59	Required	Transaction	Include transaction date, weigh in and weigh out times using a 24-hour clock on both the scale ticket and in the transaction record.	1	Please see the WeighStation Section 4.4.10.2 and Transaction Edit Section 4.4.10.6 for more information.
60	Required	Transaction	Print a scale ticket, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.	1	Please see the WeighStation Section 4.4.10.2 for more information.
61	Required	Transaction	Include on the transaction record, at a minimum, the transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee.	1	Please see the Transaction Edit Section 4.4.10.6 for more information.

62	Required	Transaction	Include comments from the scale operator such as “You Must Weigh Out”.	1	Please see the WeighStation Section 4.4.10.2 for more information.
63	Required	Transaction	Capture electronic driver signature and put it on the scale ticket and store it with the transaction record.	1	Please see the Signature Capture Module Section 4.4.10.22 for more information.
64	Required	Transaction	Print tickets on either preprinted forms or standard-sized paper.	1	Please see the WeighStation Section 4.4.10.2 for more information.
65	Required	Transaction	Store and electronic image of the scale ticket to eliminate the need to retain paper copies.	1	Please see the Signature Capture Module Section 4.4.10.22 for more information.
66	Required	General	Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system.	1	Please see the Shift Totals Section 4.4.10.9 and the Reporting Section 4.4.10.17 for more information.
67	Desired	Transaction	Compatibility with the Authority’s existing security camera system	3	Integration to the existing security system would need to be handled through customization depending on the level of integration requested.
68	Required	Security	Integrate with Windows Active Directory for permissions.	1	Please see the System Security Section 4.4.10.11 for more information.

69	Required	Security	Provide scale operator log on/log off password security.	1	Please see the System Security Section 4.4.10.11 for more information.
70	Required	Security	Provide security encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions.	1	Please see the WeighPay Module (Credit Card) Section 4.4.10.21 for more information. Additional security can be handled through SQL Server.
71	Required	Security	Provide scale monitoring to ensure that all vehicles have a completed transaction for example by logging “roll-throughs”.	1	Please see the Scale Monitoring Module Section 4.4.10.28 for more information.
72	Desired	Security	Capture pictures of the truck and driver from various angles and store the photos with the transaction record.	1	Please see the Video/Picture Module Section 4.4.10.25 for more information.
73	Required	Reporting	Produce both standard and customer reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
74	Required	Reporting	Provide scheduling, production and formatting of reports.	1	Please see the Reporting Section 4.4.10.17 for more information.
75	Required	Reporting	Provide user-friendly, customizable reporting using standard desk top software or web-based tools.	1	Please see the Reporting Section 4.4.10.17 for more information.
76	Required	Reporting	Export data to Microsoft Office programs.	1	Please see the Reporting Section 4.4.10.17 for more information.
77	Required	UVSS	Provide UVSS Compatibility with the Authority’s existing and proposed scale equipment and indicators.	1	Please see the WeighStation Section 4.4.10.2 and Unattended Module Section 4.4.10.23 for more information.

78	Required	UVSS	Provide UVSS compatibility with the proposed SSMS.	1	Please see the WeighStation Section 4.4.10.2 and Unattended Module Section 4.4.10.23 for more information.
79	Required	UVSS	Provide safe and convenient UVSS access to the drivers.	1	We will work closely with the Customer for proper placement of the hardware.
80	Required	Admin	Add or change user-defined fields and the labels associated with such fields.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
81	Required	UVSS	Process transactions on UVSS with no scale operator intervention.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
82	Required	UVSS	Capture (UVSS) transaction information using radio frequency tags, remote optical scanners, keypads, or other similar technology.	1	Please see the RF Module Section 4.4.10.24 and the Unattended Module Section 4.4.10.23 for more information.
83	Required	UVSS	Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification (at UVSS).	1	Please see the RF Module Section 4.4.10.24 and the WeighStation Section 4.4.10.2 for more information.
84	Required	Transaction	Ability to print custom messages on scale tickets.	1	Please see the WeighStation Section 4.4.10.2 for more information.
85	Required	Transaction	Ability to print multiple copies of scale ticket on demand at scale house.	1	Please see the WeighStation Section 4.4.10.2 for more information.
86	Required	Transaction	Ability to print copies of scale ticket on demand at Administration office.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
87	Required	UVSS	Capture a minimum of 10 fields of data using customizable	1	Please see the Unattended Operation Module Section

			prompts to facilitate proper data input from the driver/scale operator using keypad or other similar technology (at UVSS).		4.4.10.23 for more information. We capture more than 10 fields of data with each transaction.
88	Required	UVSS	Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
89	Required	UVSS	Provide a (UVSS) viewing screen with a display that is visible in all levels of light from darkness to bright sunlight.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
90	Required	UVSS	Provide UVSS ability to function in a harsh environment which include but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust and repetitive use estimated at 20,000 transactions per year per system.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
91	Required	UVSS	Provide appropriate integrated traffic control devices including stoplight indicators and/or gates (at UVSS).	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
92	Optional	CSI	Deliver a sales order and billing process for recyclables that includes generation of sales orders, pick tickets, bills of lading, invoices and customer statements.	1	Please see the Jobs Module Section 4.4.1.30 for more information.

93	Optional	CSI	Process long term contract sales orders with renewal fixed terms, floor and/or ceiling prices, price as a percentage of an index and retro pricing for loads picked up before price can be established.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
94	Optional	CSI	Process monthly spot market sales orders with date sensitive pricing and the option to restrict pick dates for loads.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
95	Optional	CSI	Process ad hoc sales for excess material that is sold for a price that deviates from the contract or spot price.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
96	Optional	CSI	Create sales orders with the following attributes – Expected Ship Date, Buyer's Release Number (optional), Shipper's Name, Destination Mill Name and Price – actual or derived.	1	Please see the Jobs Module Section 4.4.10.30 for more information.
97	Optional	UVSS	Process payments at UVSS as a future enhancement.	1/2	PSLLC has started discussions with a vendor that offers credit card processing for unattended applications. We are hopeful to have additional information on this integration prior to an on-site demonstration of our proposed system.
98	Required	UVSS	Operate each UVSS (free-standing units) independently of other scales.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

99	Required	UVSS	Signal the driver to pull onto the unattended weigh scale using a stoplight indicator.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Module Section 4.4.10.23 for more information.
100	Optional	CSI	Automatic input of tare weight for incoming loads from the scale using the SSMS to create a transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 for more information.
101	Optional	CSI	Print a Pick ticket that authorizes the RMPF operator to load the truck.	1	Please see the WeighStation Section 4.4.10.2 for more information.
102	Optional	CSI	Retrieve the incoming transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name, and other pertinent data.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
103	Optional	CSI	Ability for the scale operator to enter the Sales Order number and Release number to retrieve the associated Sales Order data.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
104	Optional	CSI	Provide scale operator system functionality to update the shipper or other Authority specific information, if necessary.	1	Please see the WeighStation Section 4.4.10.2 for more information.
105	Optional	CSI	Update the Pick ticket for outgoing loads with the Commodity loaded. Shipper's	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.

			Truck and Trailer numbers, and number of bales, if any.		
106	Optional	CSI	Retrieve Pick ticket data associated with an outgoing load (Pick ticket number, Sales order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL).	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
107	Optional	CSI	Print multiple copies of Bills of Lading.	1	Please see the WeighStation Section 4.4.10.2 for more information.
108	Optional	CSI	Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 for more information.
109	Optional	CSI	Retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the scale operator to print the completed transaction ticket.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
110	Optional	CSI	Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order date, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record and Customer Contract or Yellow Sheet pricing.	1	Please see the Jobs Module Section 4.4.10.30, Posting (Billing/Invoicing) Section 4.4.10.10 and the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.

111	Optional	CSI	Create and print a Pick ticket at the Administration Office	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
112	Optional	CSI	Create and print the BOL at the Administration Office for an existing Pick ticket and its related SSMS transaction.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
113	Optional	CSI	Generate statements monthly or on demand.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
114	Optional	CSI	Maintain separate customer account numbers from the SSMS waste transactions.	1	Please see the Account Edit Section 4.4.10.4 for more information.
115	Optional	CSI	Process customer payments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
116	Optional	CSI	Process accounts receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes and country codes.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
117	Required	General	Capture the stable gross weight or tare weight of the load on the attended weigh scale without intervention from the scale operator.	1	Please see the WeighStation Section 4.4.10.2 for more information.

118	Required	Transaction	Prompt the scale operator for, or otherwise acquire, the truck decal and trailer decal.	1	Please see the WeighStation Section 4.4.10.2 for more information.
119	Required	Transaction	Validate the truck and/or trailer decals against the SSMS database at the weigh scales.	1	Please see the WeighStation Section 4.4.10.2 for more information.
120	Required	Transaction	Display the associated customer name if valid at the unattended with scales.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
121	Required	Transaction	Change (override) customer number at attended/unattended weigh scales when necessary	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
122	Required	Transaction	Prompt for the Driver ID when an Authority truck pulls onto the attended/unattended weigh scale.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
123	Required	Transaction	Prompt the scale operator for the waste type, origin of the waste type, and destination of the waste type.	1	Please see the WeighStation Section 4.4.10.2 for more information.
124	Required	Transaction	Systematically determine disposal fee based on standard tipping fee or contract pricing using pounds for incoming trucks.	1	Please see the WeighStation Section 4.4.10.2 for more information.
125	Required	Transaction	Systematically prompt for cash customers for a deposit number.	1	Please see the WeighStation Section 4.4.10.2 for more information.
126	Required	Transaction	Systematically prompt check paying customers for a check number.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.

127	Required	UVSS	Display prompts and messages to the driver at unattended weigh scales in English and Spanish.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
128	Required	Security	Systematically record a “Roll-Through” and, at a minimum, the date, time, site, weight and scale ID for trucks that drive over the scale without stopping.	1	Please see the Scale Monitoring Module Section 4.4.10.28 and the Audit Logs Section 4.4.10.8 for more information.
129	Required	UVSS	Systematically signal to the driver at the unattended device to pull onto the scale using a stoplight indicator.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Operation Module Section 4.4.10.23 for more information.
130	Required	UVSS	Prompt the driver at the unattended device for the preferred language, either English or Spanish.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
131	Required	UVSS	Prompt the Authority truck driver to enter his/her Driver ID At the unattended device.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
132	Required	UVSS	For non-Authority trucker at the unattended device, do not prompt for the Driver ID (and Driver ID shall be null).	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
133	Required	UVSS	Prompt the Authority truck driver at the unattended device to identify the waste type, sector of origin and sector of destination.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
134	Required	UVSS	Systematically convert the selected icon or button to the	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

			waste type identifiable by the SSMS.		
135	Required	UVSS	Automatically validate the weigh data against the SSMS database and display it on the screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
136	Required	UVSS	Give driver at the unattended device the opportunity to confirm the data entered and back up and re-enter the data.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
137	Required	UVSS	Capture the stable gross weight at the unattended device and calculate the net weight and display the gross weight, net weight, and tare weight results on the screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
138	Required	UVSS	Automatically terminate transactions at the Authority's transfer stations if the gross weight is over a specified limit.	1	We have the ability to identify the scale operator that the transaction is over the weight limit and could put this message on the screen. Based on Question #143 below, we would process this transaction as a roll-through and provide instructions to the driver that they are overweight and to remove material and then return to the scale.
139	Required	UVSS	Print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight tare weight and net weight.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.

140	Required	UVSS	Signal the driver to exit the scale using a stoplight indicator after completion of transaction.	1	Please see the Traffic Light Management Module Section 4.4.10.26 and the Unattended Operation Module Section 4.4.10.23 for more information.
141	Required	UVSS	Provide the driver the option to cancel/void the transaction from any screen.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
142	Required	UVSS	Systematically pass the driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
143	Required	UVSS	Record the cancelled transaction as a Roll-Through transaction and return to the start of the input session.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
144	Required	UVSS	Automatically reset the unattended unit for the next truck when the scale goes to zero.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
145	Required	Accounts Receivable	Print customized monthly statements of account to include but not limited to Customer name, Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, Detailed new monthly charges, Total Balance Due and a customizable message field.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
146	Desired	Accounts Receivable	Print all monthly statements only for accounts exceeding a user-defined threshold.	1	Please see the Accounts Receivable and Aging Module

					Section 4.4.10.20 for more information.
147	Required	Admin	Make adjustments to transaction record (customer name, tonnage, destination, etc.)	1	Please see the System Security Section 4.4.10.11 and the Transaction Edit Section 4.4.10.6 for more information.
148	Required	Accounts Receivable	Provide a clear audit trail from source documents like scale tickets to transactions posted in the database.	1	Please see the Transaction Edit Section 4.4.10.6 for more information.
149	Required	Accounts Receivable	Apply credit limits and/or requires pre-payment balances (deposits) to customers.	1	Please see the Account Edit Section 4.4.10.4 for more information.
150	Required	Accounts Receivable	Track tonnage and debit/credit activity for “no charge” accounts.	1	We can handle tracking the tonnage for the “no charge” activity, however, if the transaction is “no charge” there would not be debit/credit activity.
151	Required	Accounts Receivable	Track charges not related to scale activity (finance charges, etc.)	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
152	Required	Accounts Receivable	Set different fees for different waste types.	1	Please see the WeighStation Section 4.4.10.2 and the CompuWeigh™ System Section 4.4.10.3 for more information.
153	Required	Accounts Receivable	Process partial payments, overpayments and both positive and negative adjustments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
154	Required	UVSS	Set the scale to zero at the end of a transaction or when a truck	1	Please see the WeighStation Section 4.4.10.2 for more information.

			pulls off of the scale without completing a transaction.		
155	Required	Accounts Receivable	Provide pre-pay and installment terms of payments.	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
156	Required	Accounts Receivable	Provide multiple ways to apply payments; by charge, by “oldest” open items and by specific invoice(s).	1	Please see the Accounts Receivable and Aging Module Section 4.4.10.20 for more information.
157	Required	Admin	Allow easy reprint, edit, void and audit functions for scale tickets.	1	Please see the CompuWeigh™ System Section 4.4.10.3 for more information.
158	Required	Reporting	Provide dynamic reporting functionality.	1	Please see the Reporting Section 4.4.10.17 for more information.
159	Required	Reporting	Provide on-line drill down capability.	1	Please see the Reporting Section 4.4.10.17 for more information.
160	Desired	Security	Provide workflow approval process functionality to regulate reversal and refund procedures.	1	Please see the System Security Section 4.4.10.11 for more information.
161	Required	Security	Require supervisor approval and documentation for voided transactions.	1	Please see the System Security Section 4.4.10.11 for more information.
162	Required	Security	Apply security settings at a group or user level.	1	Please see the System Security Section 4.4.10.11 for more information.
163	Required	Security	Apply “granular” permissions for each user such as only allowing a user to run reports.	1	Please see the System Security Section 4.4.10.11 for more information.

164	Required	Security	Report on user activities and/or changes to customer or other reference tables.	1	Please see the Audit Logs Section 4.4.10.8 and the Reporting Section 4.4.10.17 for more information.
165	Optional	UVSS	Allow tractor trailer driver to complete UVSS transactions without exiting the cab of the truck.	1	Please see the Unattended Operation Module Section 4.4.10.23 for more information.
166	Desired	CSI	Allow customers and staff to submit a bid online including bidder's name, company name, commodity, and price.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
167	Desired	CSI	Automatically populate bid report after cut-off time for bids.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
168	Optional	CSI	Add new contracts and update existing contracts for commodities.	3	PSLLC will modify for a nominal fee the system to meet this requirement upon receipt of business requirements.
169	Optional	CSI	Customizable reports: Customer Shipment Exception, Transaction Edit Report, Commodity Transaction Edit, Activity Report, Aging Report, Outstanding invoices, charges journal report, adjustment	1/3	Please see the Reporting Section 4.4.10.17 for more information.

			reports, invoice record by commodity report, monthly shipping log, cash payments summary report, monthly applied payments, recycling customer list, Sales Orders Report, Contract Listing by Customer, Outstanding Invoices, Activity Report, Aging Report, Annual Tonnage by Commodity Report, Annual net revenue/ton by commodity report.		
170	Optional	CSI	Allow customers to view account status on line.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.
171	Optional	CSI	Apply credit limits for all accounts.	1	Please see the Account Edit Section 4.4.10.4 for more information.
172	Optional	CSI	View monthly statements and shipment reports online.	1/3	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information. For the viewing shipment reports online, PSLLC will modify the system to meet this requirement upon receipt of business requirements.
173	Optional	CSI	Pick ticket process: Bill of lading cancellation, Bill of Lading Re-issue, Re-print Bill of Lading	1	Please see the WeighStation Section 4.4.10.2 and the Jobs Module Section 4.4.10.30 for more information.
174	Optional	CSI	View Pick ticket online at the Administrative office.	1	Please see the WeighStation Section 4.4.10.2 and the Jobs

					Module Section 4.4.10.30 for more information. By online we are referring to within the application not on the web.
175	Optional	CSI	Allow customers to pay their bills, including balances due online.	1	Please see the Web Reporting and Payment Module Section 4.4.10.31 for more information.

4.4.2 Section 2 – Scope of Services Responses

Section 2 – Scope of Services of the RFP, the AUTHORITY outlined its principal and detailed process requirements. These requirements have been summarized in the Requirements Checklist. PROPOSER shall in order, succinctly address these requirements and clearly identify those requirements which are standard. For those requirements that are not standard, PROPOSER shall discuss their proposed solution.

A. Implementation Services: The AUTHORITY requires a "state of the art" vehicle weigh scale management system to include a point of sale system that will have the demonstrated ability to allow integration into a single Billing and Accounts Receivable system and will allow sharing of information (in real time where possible) between the various outlying facilities and the AUTHORITY's Administration office. The scale software management system (SSMS) must be user friendly for Weighmasters while having flexibility for system administrators to configure the system and generate custom reports either on site or remotely. The SSMS will not require extensive custom development and maintenance. The system must comply with U.S. weights and measures laws, regulations, and standards and all audit standards.

PSLLC Response – The CompuWeigh™ System is a start of the art vehicle weigh scale management system with a point of sale system and integrated accounts receivable and aging module. This proven solution is installed at many municipal facilities across North American and is the preferred solution for municipalities the size of the Authority. Our user-friendly system offers many configurations, settings and options to meet and in most cases exceed the requirements of the RFP. The system complies with U.S. weights and measures laws, regulations, and standards and all audit standards.

1) Hardware, Software and Peripherals: The successful PROPOSER shall provide all software, labor and support necessary for the successful design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of its Proposed System at the AUTHORITY's six (6) transfer stations, the landfill, the renewable energy facility site, and the RMPF, as well as the AUTHORITY's central administrative office. The successful PROPOSER shall also provide unattended devices to replace the AUTHORITY's current UVSS devices at all identified locations. These devices shall be fully integrated into the SSMS. With the exception of the unattended devices, it is the AUTHORITY's expectation that the AUTHORITY will provide all other hardware (servers, cash drawers, peripherals, etc.), however the AUTHORITY will reserve the right to purchase some or all of the hardware from the PROPOSER if mutually agreeable. The successful PROPOSER shall provide specifications for and/or identify all hardware required for the successful completion of the project and specifically identify which hardware, if any, must be purchased from the PROPOSER and include such hardware and pricing on the Price Proposal Form (Proposal Form 2).

PSLLC Response – PSLLC agrees to provide all software, labor and support necessary for the successful design, delivery, installation, implementation, testing, training, cutover, operation, maintenance and support of our Proposed System at the Authority's six (6) transfer stations, the landfill, the renewable energy facility site, and the RMPF, as well as the central administrative office. We have provided the necessary hardware to replace the current UVSS with our proven solution. We will work with the Authority and advise of any additional peripherals the Authority wishes to procure to ensure a smooth integration.

2) Labor and Materials: The successful PROPOSER shall provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the locations included in EXHIBIT "C".

   PSLLC Response – PSLLC agrees to provide all labor and materials necessary to furnish and install the SSMS and UVSS systems at the location included in Exhibit "C".

3) Maintenance and Service: The successful PROPOSER shall provide training as specified in the detailed requirements presented herein to allow system users to become fully functional with the SSMS. The successful PROPOSER shall also provide system support and upgrades as new versions of the SSMS become available. The successful Firm must possess the ability to provide the following maintenance and service requirements for the system:
   - Provide on-site instruction, training, and training manuals for all potential users of the system to the satisfaction of the AUTHORITY.
     PSLLC Response – PSLLC will provide on-site instruction, training, and training manuals for all potential users of the system to the satisfaction of the Authority.
   - Provide for diagnostic testing of the system from an off-site location.
     PSLLC Response – PSLLC will provide diagnostic testing of the system from an off-site location.
   - Provide service for both hardware and software on a 24-hour per day basis. Service response by telephone must be within thirty (30) minutes.
     PSLLC Response – PSLLC will provide 24-hour per day service for both hardware and software via telephone and agree the response will be within thirty (30) minutes.
   - Provide a minimum of two (2) operating manuals for software and cash drawer.
     PSLLC Response – PSLLC will provide a minimum of two (2) operating manuals for the software and if we are to provide the cash drawers, two (2) manuals will be provided for this hardware.

4) Interoperability with the AUTHORITY Hardware/Network Infrastructure: The successful PROPOSER shall be responsible for the successful interoperability between the delivered SSMS and the AUTHORITY's hardware/network infrastructure (See Section 1 – Introduction and Background Information, Current System (WIMS) above for the System Environment, Client Server Environment, Central-Remote Interface, Unattended Scale System (UVSS), and Existing Hardware and Operating System Environment). In the event there

is a conflict between the proposed SSMS and the AUTHORITY's existing infrastructure as described above. PROPOSER shall clearly identify said conflict and identify its alternative requirements in sufficient detail to enable the AUTHORITY to evaluate the technological and cost impacts of the alternative requirements.

PSLLC Response – PSLLC understands the responsibility of this requirement and do not foresee any issues in meeting this requirement.

5) Miscellaneous: In addition to the above, the Scope of Services shall include:

i. Detail design documentation, furnishing, installation, configuration and acceptance testing of the new systems.

PSLLC Response – PSLLC agrees to detail design documentation, furnishing, installation, configuration and acceptance testing of the new systems.

ii. Timely delivery of the systems as specified and in accordance with the performance schedule.

PSLLC Response – PSLLC agrees to the timely delivery of the systems as specified and in accordance with the performance schedule.

iii. Liquidated damages of $250 per day for late delivery.

PSLLC Response – PSLLC believes the implementation requires the dedication of both parties and will agree to these liquidated damages and trust that the Authority will also agree to the same.

iv. Training in the operation and maintenance of the system conducted in West Palm Beach, Florida for approximately 30 people which includes Weighmasters and truck drivers.

PSLLC Response – PSLLC will provide training in the operation and maintenance of the system conducted in West Palm Beach, Florida for approximately 30 people which includes Weighmasters and truck drivers.

v. Five years of licensing, upgrades, maintenance and technical support.

PSLLC Response – PSLLC has provided within our standard Agreements, ten (10) years of licensing, updates within version, any upgrades to a new version for the first five (5) years of contract execution, maintenance and technical support on an annual basis.

vi. Operation and maintenance documentation/manuals for all software and hardware for five (5) years.

PSLLC Response – PSLLC will provide the operation and maintenance documentation/manuals for all software and hardware for five (5) years.

vii. Any software, hardware, training or documentation not specifically mentioned but essential to the proper maintenance and functioning of the delivered systems.

PSLLC Response – PSLLC will provide any software, hardware, training or documentation not specifically mentioned but essential to the proper maintenance and functions of the delivered systems based on the scope of work.

The requirements herein are considered minimal. PROPOSERS are encouraged to offer Proposals that exceed these requirements. The AUTHORITY seeks improved processes and minimal burden on its own resources.

B. Principal Requirements: The following are the principal requirements for the Proposed System. Detailed requirements are presented in the following sections.

1) Hardware Compatibility: The Proposed SSMS must be compatible with the AUTHORITY's existing scale equipment and indicators at a minimum. It is preferred, but not required, that the SSMS be compatible with the WIMS Central servers (HP Pro Liant DL 580 G8). PROPOSER shall clearly address compatibility with the existing servers and the AUTHORITY's network in its Proposal. The SSMS shall support a number of input and output devices, and traffic control devices, including control gates, loop detectors, video recorders, and RFID readers common in the waste industry. The AUTHORITY is also interested in the ability to support wired and wireless modems and/or routers for communication when phone lines are down as well as the ability for Weighmasters to operate the scale SSMS, accept payment and generate weigh tickets with hand held devices outside the scale house. The SMSS should also support input and output devices that function on off-grid power sources such as solar and diesel-powered supplies.

   PSLLC Response – PSLLC does not foresee any issues with the compatibility of the proposed system and the Authority's existing scale equipment and indicators, servers or network. The proposed system supports numerous input and output devices such as gates, lights, loop detectors, video recorders, RFID readers, barcode and driver's license scanners, cash drawers, radiation detectors, and many more. The system has been used with a number of different network options to allow for optimum system up time including off-grid power sources.

2) Software Compatibility: The SSMS must be compatible with and support and control industry standard off-the-shelf peripherals such as printers, scanners, scale indicators, point-of-sale registers, credit card machines and signature capture tablets. The SSMS must also be able to migrate at least six (6) years of the AUTHORITY's existing data. The AUTHORITY currently uses IBM Cognos Impromptu to analyze WIMS data and produce custom reports. The AUTHORITY currently plans to upgrade to IBM Cognos Business Intelligence. Compatibility with IBM Cognos Business Intelligence is desired but not required. The ability to provide and support a Cognos Catalog is a plus but not required.

   PSLLC Response – The proposed system is compatible with and support and control industry standard off-the-shelf peripherals such as printer, scanners, scale indicators, cash drawers, credit card terminals, signature capture tablets and more. We have performed data migration for many of our current customers. We have reporting built-in to the proposed system; however, we would be open to discussing an integration with IBM Cognos Impromptu if required.

3) Remote Operation: The SSMS systems at the outlying facilities must be able to run independently when necessary if, for example, communication with

Central is down. The remote systems, including the unattended devices, must be able to capture transaction information from the outlying facilities and update a central database in real-time or near real-time. The remote systems must be able to be updated by the central system in real-time or near real-time.

PSLLC Response – Using our Message Queuing Module (MSMQ), the remote facilities can run independently when communication with the central office is down. The SSMS and UVSS will be able to capture transaction information and update the central database in near real-time.

4) Central Operations and Administrative Capabilities: The SSMS must provide a fully integrated Accounts Receivable and Billing capability. Several desired features include:
   - The ability for customers to view their account status online;
     PSLLC Response – PSLLC offers this through our Web Reporting and Payment Module.
   - The ability for customers to pay their bills, including balances due, online;
   - **PSLLC Response – PSLLC offers this through our Web Reporting and Payment Module. Customer must enter into an agreement through on the approved PCI Compliant credit card companies.**
   - The ability to send invoices electronically.
   - **PSLLC Response – PSLLC offers the ability to send statements to customers. We can also modify the statement to include an invoice.**

   The SSMS must have the ability to provide office staff to adequately maintain the customer tables, truck tables, associated (trailers and roll-offs) tables and tipping fee tables necessary to manage the business. The system should also provide ease of administration and the ability to add or change user-defined fields and the labels associated with such fields. The system should provide full flexibility to accomplish the following:
   - Add or change Waste Types and Rates and to establish start and end dates for Waste Types and Rates;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add or change tipping fee rates;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add, maintain and update vehicle, trailer and container information, such as license plate numbers, tare weights, decal numbers, etc.;
     PSLLC Response – This is a standard feature within the proposed system.
   - Maintain customer account information;
     PSLLC Response – This is a standard feature within the proposed system.
   - Add or change special fees, such as Unsecured Load or Special Service charges.
     PSLLC Response – This is a standard feature within the proposed system.

- Manage “contract pricing”, including the ability to set limits by date range and/or volume;
  PSLLC Response – This is a standard feature within the proposed system.

5) Scale House Operations: The SSMS must provide a user-friendly and efficient interface for the Weighmaster with a minimum number of keystrokes or touch screen entries. The system should provide features to ensure the validity of the data entered into the system by the Weighmaster by preventing the input of invalid data. In an effort to eliminate the need to retain copies of paper tickets, the AUTHORITY desires the ability for Weighmasters to include comments if necessary and to store those comments with the transaction record. The system should include features to reduce Weighmaster manual entry such as:
   - Automate input of weights from the scale;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate input of vehicle identifiers by use of transponder, barcode, or other technology;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate input of tare or gross weights;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate calculation of fees, balance due on deposit, etc.;
     PSLLC Response – This is a standard feature within the proposed system.
   - Automate application of customer’s contract pricing, if applicable;
     PSLLC Response – This is a standard feature within the proposed system.
   - Send scale house tickets electronically or in batch;
     PSLLC Response – This is a standard feature within the proposed system.
   - Handle tandem vehicles (interchangeable tractors and trailers) and capture both tractor and trailer identification;
     PSLLC Response – This is a standard feature within the proposed system.
   - Provide alerts on accounts that are in arrears or have been cancelled (e.g., customer cut off from using AUTHORITY facilities) pending payment or are on a cash only basis;
     PSLLC Response – This is a standard feature within the proposed system.
   - Ability for the Weighmaster to recapture the weight.
     PSLLC Response – This is a standard feature within the proposed system.

   Additional desired features include:
   - Allow weigh scale weights to interface and be visible on the scale camera and reviewable on the recording device;

PSLLC Response – This would be handled by properly placing a camera to focus on the scale indicator.

- View customer balance due at the scale house (preferably in real time);
  PSLLC Response – This is a standard feature within the proposed system.
- Automate input of photos of the vehicle;
  PSLLC Response – This is handled through our Video/Picture Module.
- Provide compatibility with the AUTHORITY's existing security camera system;
  PSLLC Response – This is a customization that PSLLC would be open to exploring with the Authority and to determine if the security camera system offers an integration. We have integrated with Vigil and Integrated Security Systems in the past.
- Provide separate outside LED display for customer viewing;
  PSLLC Response – We have provided similar solutions in the past for other customers is a standard feature within the proposed system.
- Scan and store documents with the transaction record.
  PSLLC Response – This is a standard feature within the proposed system.

6) Manage and Track the Flow of Materials: The SSMS must provide the capability to track and manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system. The following capabilities are important to the AUTHORITY:
   - Incorporate "direction" codes and record them with every transaction. The AUTHORITY codes each transaction as either inbound (I), outbound (O), transfer out (G) or transfer in (C). This enables the AUTHORITY to use one waste code for Garbage (GR), instead of multiple waste codes depending on which direction the material is going. The system should use logic or preset defaults to record some of this data. The ability to differentiate between incoming and outgoing loads is essential.
     PSLLC Response – We currently handle the inbound and outbound through direction and handle the transfer out and transfer in through a Transaction Type. We have other customers that are tracking material leaving one facility and received at another facility operating our system.
   - Incorporate "origination" and "destination" codes and record them with every transaction. Each of our sites has an identifying number, for example Central County Transfer Station is Site "06". Within some of those sites are multiple destinations, for example the Class 1 landfill serviced by the landfill scale house (Site 08) is designated Destination 81.
     PSLLC Response – This is a standard feature within the proposed system.
   - Restrict allowable waste types and origination/destination sectors by site is desired as a means to prevent data entry errors (the ability to turn off certain waste types by site).

PSLLC Response – This is a standard feature within the proposed system.

- Restrict allowable sector destinations by waste code and site is desired as a means to prevent data entry errors.
  PSLLC Response – This is a standard feature within the proposed system.

7) Transaction Types: The SSMS must handle Cash, Debit, or Credit Card (including swipe and chip cards), Check and Account transactions and be compatible with industry standard peripherals necessary to facilitate these transactions. The system must accommodate charges by weight (pound or ton), by yard, by "each", "minimum charges" ($2.00 minimum) and special surcharges (e.g. $10 unsecured load; $500 witness destruction; special handling).
   PSLLC Response – This is a standard feature within the proposed system. We offer a PCI Compliant solution with chip and swipe capabilities, check and account transactions, as well as cash, coupon and other methods of payment. We are able to charge by various units of measure including but not limited to per pound, ton, each, cubic yard, gallon, drum, etc. We can also add special fees to transactions such as unsecured load, witness destruction, special handling and many more.
8) Weigh Tickets: The SSMS must print customizable weigh tickets including but not limited to the following information and capabilities;
   PSLLC Response – The proposed system has numerous customizable ticket layouts that can be designed based on site, transaction type, hold file, and more. This is a standard feature within the proposed system.
   - Transaction date, weigh in, and weigh out times (24-hour clock);
     PSLLC Response – This is a standard feature within the proposed system.
   - Customer name and bill-to-account number;
     PSLLC Response – This is a standard feature within the proposed system.
   - Transaction information including transaction/ticket number, vehicle number, trailer number, container number, disposal site, waste origin, waste destination, waste type, gross weight, tare weight, net weight and disposal fee;
     PSLLC Response – This is a standard feature within the proposed system.
   - Comments from the Weighmaster such as "You Must Weigh Out".
     PSLLC Response – This is a standard feature within the proposed system.
   - Driver signature line or electronic driver signature;
     PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.

- Print configurable scale ticket containing all industry standard information;
  PSLLC Response – This is a standard feature within the proposed system.
- Default statement to print under the signature, e.g.; “Driver certifies that load is clean vegetation.”
  PSLLC Response – This is a standard feature within the proposed system.
- Print tickets on either preprinted forms or standard-sized paper;
  PSLLC Response – This is a standard feature within the proposed system.
- Store an electronic image of the scale ticket to eliminate the need to retain paper copies;
  PSLLC Response – This is a standard feature within the proposed system.
- Incorporate an electronic driver signature;
  PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.
- Print customizable messages on scale tickets.
  PSLLC Response – This is a standard feature within the proposed system. With the WeighPay Module or Signature Capture Module and a compatible printer, the signature will print on the ticket.
- Print multiple copies of scale tickets on demand at the scale house.
  PSLLC Response – This is a standard feature within the proposed system.
- Print multiple copies of scale tickets on demand at the Administration office.
  PSLLC Response – This is a standard feature within the proposed system.

9) Security Features: Maintaining security of the AUTHORITY’s data and assets is essential. The following capabilities should be included:
   - Weighmaster log on/log off password security;
     PSLLC Response – This is a standard feature within the proposed system.
   - Windows Active Directory integration for permission;
     PSLLC Response – The proposed system can use the customers Windows Active Directory Network Login ID to automatically login to the system.
   - Secure encryption of all monetary and financial transactions, including compliance with the Payment Card Industry Data Security Standard for credit card transactions;
     PSLLC Response – This is a standard feature within the WeighPay Module.
   - Scale monitoring to ensure that all vehicles have a completed transaction, for example by logging “roll-throughs”;
     PSLLC Response – This is a standard feature within the Scale Monitoring Module.

- Capture pictures of the truck and driver from various angles and store the photos with the transaction record is desired but not required.
  PSLLC Response – This is a standard feature within the Video/Picture Module.

10) Reporting Capabilities: The SSMS must provide robust reporting capabilities, including the ability to produce both standard and custom reports. As previously stated, compatibility with the IBM Cognos Business Intelligence is also desired, but not required, as it is the AUTHORITY's adopted data analysis and reporting tool. Specific capabilities include:
  PSLLC Response – The proposed system has a built-in adhoc report write and also has the ability to generate reports using Crystal Reports, RDL and will soon have SQL Server Reporting Service (SSRS) capabilities. We do not have IBM Cognos Business Intelligence integration, but would be open to discussing this with the Customer.
  - The scheduling, production and formatting of reports;
    PSLLC Response – This is a standard feature within the proposed system.
  - User-friendly, customizable reporting using standard desktop software or web-based tools;
    PSLLC Response – The proposed system has a built-in adhoc report write and also has the ability to generate reports using Crystal Reports, RDL and will soon have SQL Server Reporting Service (SSRS) capabilities.
  - The ability to export data to Microsoft Office programs.
    PSLLC Response – This is a standard feature within the proposed system.

11) UNATTENDED VEHICLE SCALE SYSTEM REPLACEMENT: The AUTHORITY desires the replacement of its existing UVSS systems with systems fully compatible with the PROPOSER's scale software management system and suitable for the environment in which they will operate. Unless otherwise indicated, the PROPOSER shall be required to install their devices on the AUTHORITY's existing foundations. The AUTHORITY shall be responsible for providing all essential cabling, power and necessary infrastructure improvements. The following are the principal requirements for the unattended devices to be provided by the PROPOSER:
  - Compatibility with the AUTHORITY's existing and proposed scale equipment and indicators;
    PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
  - Compatibility with the Proposed System;
    PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
  - Safely and conveniently accessible to the drivers;
    PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
  - Process transactions with no Weighmaster intervention;

PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.

- Manage the flow of materials into the solid waste system, out of the solid waste system and between components of the solid waste system;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Capture transaction information using radio frequency tags, remote optical scanners, keypads or other similar technology;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Handle tandem vehicles (tractor trailers) and capture both tractor and trailer identification;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Capture a minimum of 10 fields of data using customizable prompts to facilitate proper data input from the driver/Weighmaster using a keypad or other similar technology;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Provide ease of administration and the ability to add or change user-defined fields including labels associated with such fields;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.
- Display a viewing screen that is visible in all levels of light from darkness to bright sunlight;
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules. We have also included a swing away canopy in our pricing which would require a 4" aluminum pole for mounting.
- Function in a harsh environment which includes but is not limited to sun, wind, rain, lightning, heat, cold, dust, grease, grime, vehicle exhaust and repetitive use estimated at a minimum of 20,000 transactions per year per system.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules. Our enclosures are proven in this environment and we can also add Air Conditioning units to handle the higher temperatures in Florida if necessary.
- Provide appropriate integrated traffic control devices including stoplight indicators and/or gates.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended, Traffic Light and Traffic Gate Modules.
- Operate each UVSS (free-standing units) independently of other scales.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and other related modules.

- Signal the driver to pull onto the unattended weigh scale using a stop light indicator.
  PSLLC Response – This is a standard feature within the proposed system and the Unattended and Traffic Light Modules.
- The potential to accept payment as a future enhancement is desired, but not required.
  PSLLC Response – PSLLC has recently started conversations with a company to accept credit card payments in an unattended environment.

The current unattended scale systems installed at the scale houses listed in EXHIBIT "C" are free-standing units. PROPOSERS should note that based upon the current design, when fully on the scale, a tractor trailer driver may not be able to open the door sufficiently to fully exit the vehicle at the scale house.
PSLLC Response – We have customers where we have placed the enclosures in a position that the drive does not have to exit the vehicle to interact with the UVSS.

12) Optional Recyclable Commodity Sales and Billing System to Replace CSI: The AUTHORITY seeks a Sales Order and integrated Billing solution to create documents such as sales orders, pick tickets, bills of lading, invoices and commodity customer statements. The proposed solution should be fully compatible with the proposed SSMS. The following are the principal requirements for the Sales Order solution to be provided by the PROPOSER:

i. Sales Order Process: The ability to categorize sales in three (3) ways.
   Long Term Contracts:
   - Generally 5 year term with renewals;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
   - May have floor or ceiling prices;
     PSLLC Response – PSLLC believes our Rate Expressions maybe able to handle.
   - Price plus or price as percentage of industry price index known as "Yellow Sheet";
     PSLLC Response – Assuming this information is entered within the proposed system or Jobs Module.
   - May have retro pricing for loads picked up before price is published and may have loads picked up after end of month for previous pricing;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

   Monthly spot markets:
   - Price effective date is set to the first of the month;
     PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

- No retro pricing, but load may not be picked up during the same month as pricing;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

Ad Hoc Sales:

- Excess material that is sold for a price that is different than either the contract or spot price.
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

ii. The following information is needed to create a sales order:

- Expected Ship (Pickup) date;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Buyer's release number (optional);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Buyer's purchase order number (optional);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Shipper's name;
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Destination mill name (commodity may be for export overseas);
  PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.
- Price may or may not be known at the time the sales order is created. Pricing will be determined by commodity codes which are more specific than the tipping waste codes.
  PSLLC Response – As long as the commodity codes are stored within the proposed system.

13) RMPF Field Process: The Sales Order system should integrate to the SSMS. The system should include features to reduce manual data entry such as

i. Incoming transaction process to pick up a load:

- Automate input of tare weight from the scale using the SSMS to create a transaction ticket for the incoming load;
  PSLLC Response – This is a standard feature within the proposed system.
- Print a Pick ticket. The Pick ticket authorizes the RMPF operator to load the truck:
  a. Retrieve the above transaction ticket data from the proposed SSMS including the transaction number and associated tare weight, customer number and name and other pertinent data;
  PSLLC Response – This is a standard feature within the proposed system.

b. Ability for the Weighmaster to enter the Sales Order number and Release number to retrieve the associated Sales Order data;
PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

c. Ability for the Weighmaster to update the shipper or other AUTHORITY-specific information, if necessary;
PSLLC Response – This is a standard feature within the proposed system and the Jobs Module.

ii. Outgoing transaction process after picking up load:

- Ability for the RMPF or Weighmaster to update the Pick ticket with the Commodity loaded, Shipper's Truck and Trailer numbers, and number of bales, if any.
PSLLC Response – This is a standard feature within the proposed system.
- The ability for the Weighmaster to retrieve Pick ticket data associated with a load (Pick ticket number, Sales Order number, SSMS transaction ticket number, etc.) to create and print a Bill of Lading (BOL);
PSLLC Response – This is a standard feature within the proposed system.
- Print multiple copies of Bills of Lading;
PSLLC Response – This is a standard feature within the proposed system.
- Automate input of gross weight from the scale to update the initial incoming SSMS transaction ticket and retrieve data from the Pick ticket (Sales Order number, BOL number, etc.) for the Weighmaster to print the completed transaction ticket.
PSLLC Response – This is a standard feature within the proposed system.

iii. Billing Process:

- Create and print invoices daily for commodity sales transactions using data from the respective Bill of Lading (corresponding Sales Order number, Sales Order data, Customer Account number and Name, and BOL number), net weight from the SSMS transaction record and Customer Contract or Yellow Sheet pricing;
PSLLC Response – This is a standard feature within the proposed system and Accounts Receivable and Aging Module as long as all information is within the proposed system.
- Create and print a Pick ticket at the Administration office;
PSLLC Response – This is a standard feature within the proposed system.
- Create and print the BOL at the Administration office for an existing Pick ticket and its related SSMS transaction;
PSLLC Response – This is a standard feature within the proposed system.

- Generate monthly statements;
  PSLLC Response – This is a standard feature within the proposed system and the Accounts Receivable and Aging Module.
- Maintain separate customer account numbers from the SSMS waste transactions;
  PSLLC Response – This can be handled within the proposed system.
- Process customer payments;
  PSLLC Response – This is a standard feature within the proposed system.
- Provide other "vanilla" Accounts Receivable functions, including positive and negative adjustments, reference table maintenance including customer accounts, commodity codes and country codes.
  PSLLC Response – This is a standard feature within the proposed system and the Accounts Receivable and Aging Module.

C. Detailed Process Requirements: The following provides the envisioned detailed processes that the Proposed system should at a minimum be able to facilitate:
   1. Vehicle Weigh Scale Operation Process: It is envisioned that the attended transaction will take place as follows:
      a. The system should signal the driver to pull onto the scale using a stoplight indicator;
      b. The system should be able to take and store pictures of trucks from multiple angles including license plates; the pictures should be part of the transaction record. This is a desired enhancement.
      c. The system should be able to capture the stable gross weight or tare weight of the load without intervention from the Weighmaster.
      d. The system should be able to process trucks with a full/partial load or empty at the incoming and outgoing scales.
      e. The system should prompt the Weighmaster for, or otherwise acquire the truck decal and trailer decal (if applicable), validate the decals against the SSMS database, and display the associated customer name if valid, and an appropriate message if invalid. The system should allow the Weighmaster to change the customer number if they are hauling for some other customer. If an AUTHORITY truck pulls onto the scale, the system should prompt for the Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
      f. The system should be capable of displaying prompts and messages in English and Spanish.
      g. The system should prompt the Weighmaster for the waste type, origin of the waste type, and destination of the waste type.
      h. Assuming all of the above is valid: If this is an incoming truck and it is full; the system determines if the disposal fee is based on the standard tipping fee or customer contract pricing. The system should

calculate the fee based on pounds; if the customer has a cash account with the AUTHORITY, the system should prompt for a deposit amount, if the customer is paying by check, the system should prompt for a check number, the system should be able to process debit/credit cards; if the customer has a charge account, there are no additional prompts and the customer can unload and exit the facility.

i. Upon successful completion of the transaction, the system prints a ticket displaying, at a minimum, customer number and name, a transaction number, transaction date and time, waste type, gross weight, tare weight and net weight. The system should be able to print a configurable number of copies of the ticket based on the site/terminal/waste type/customer. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.
j. The system should read the scale continuously and capture weights greater than 1,000 pounds. If a truck drives over the scale without stopping, the system should record a “Roll-Through” and, at a minimum, the date, time, site and scale ID.
k. The system should have an auto-reset feature that resets the Weighmaster’s unit for the next truck when the scale goes to zero either at the end of a transaction or in the event a truck pulls off of the scale without completing a transaction.
l. Please note that the above detailed requirements need not necessarily occur in the order presented.

PSLLC Response – The above descriptions are pretty standard for other PSLLC customers with the exception that the WeighStation screen for the Weighmaster is currently only available in English. The unattended screen can prompt in Spanish or English.

It is envisioned that the unattended transaction will take place as follows:

a. The unattended device should be able to capture the AUTHORITY-issued truck decal using transponders or other similar technology and send the data to the SSMS which will validate the data and send the appropriate flags if the decal is valid.
b. Assuming all of the above is valid, the system should signal to the driver to pull onto the scale using a stoplight indicator.
c. The unattended device will prompt the driver for the preferred language, either English or Spanish.
d. If the truck is an AUTHORITY truck, the unattended device should prompt the driver to enter his/her Driver ID. If the truck is not an AUTHORITY truck, the Driver ID prompt need not be displayed.
e. The unattended device will prompt the driver to identify the waste type, sector of origin, and sector of destination. There shall be a programming interface that will convert the selected icon or button to the waste type identifiable by the SSMS. This data shall be passed

to the SSMS which will validate the data, pass it back to the unattended device and display it on the screen. The driver shall be provided the opportunity to confirm the data entered and, if desired, back up and re-enter the data.

f. The unattended device will capture the stable gross weight and pass it to the SSMS which will calculate the net weight and pass the gross weight, net weight and tare weight back to the unattended device and display these results on the screen.
g. For outgoing loads at the AUTHORITY's transfer stations, if the gross weight is over a specified limit, the system should display an error message and the transaction should be terminated.
h. The system will print a ticket including at a minimum the date, time, transaction number, waste type, site, gross weight, tare weight, and net weight. The system will provide an option to reprint the current transaction ticket in the event more than one copy of the ticket is required.
i. Upon successful completion of the transaction, the driver will be signaled to exit the scale using a stoplight indicator.
j. On all screens, the driver shall have the option to cancel/void the transaction. If the driver cancels the transaction, the system will pass the Driver ID, truck decal, associated decal (if any), gross weight and cancel flag to the SSMS. The SSMS will record the transaction as a Roll-Through transaction. The system will return to the start of the input session.
k. The system should have an auto-reset feature that resets the unattended unit for the next truck when the scale goes to zero, either at the end of a transaction or in the event that a truck pulls off of the scale without completing the transaction.
l. Please note that the above detailed requirements need not necessarily occur in the order presented. The above requirements assume that the unattended device will pass data to and retrieve data from the SSMS for verification of captured data and retrieval of stored data for transaction processing.

   PSLLC Response – PSLLC has processed UVSS transactions for other customers similar to this process. Typically, the vehicle is identified as it pulls onto the scale. The unattended screen can prompt in Spanish or English.

2. Accounts Receivable:
   a. The system must facilitate payment processing, including PCI compliance for credit/debit card transactions.

      PSLLC Response – This is a standard feature within the proposed system and the WeighPay Module.
   b. The system should facilitate Automated Customer Account Management (Cut-Off notifications, Alerts, Active/Inactive, etc.)

      PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

c. Account Management functions shall include but may not be limited to the following:
   i) Print customizable monthly statements of account to include but not be limited to the Customer Name, Customer Contact, Remittance Address, Billing Address, Previous Balance, Finance Charges, detailed new Monthly Charges, Total Balance Due, Credits/Adjustments and a customizable message field;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module. We create statements based on each of our customers' requirements.
   ii) Print monthly statements for accounts with a balance amount that exceeds a threshold set by user;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module. We have customers that may only want a statement for customers without a $0 balance.
   iii) Balance Forward capabilities;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iv) Track payment by reference number or date;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   v) Make adjustments by tonnage and/or dollar amount;
   PSLLC Response – This would typically be handled through transaction edit of it is required in the Accounts Receivable and Aging Module through a debit/credit.
   vi) Apply credit limits and/or require pre-payment balances (deposits) to customers;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   vii) Track tonnage and revenues for "no charge" accounts;
   PSLLC Response – We can handle tracking the tonnage for the "no charge" activity, however, if the transaction is "no charge" there would not be revenue activity.

d. The system should have the ability to track charges/credits not related to scale activity.
   PSLLC Response – We have customers that are tracking charges/credits that were not related to scale activity, but entered through WeighStation or a credit/debit memo.

e. The system should provide a clear audit trail from source documents like scale tickets to transactions posted in the database.
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

f. The system should have the ability to set different fees for each waste type.
PSLLC Response – This is a standard feature within the proposed system.

g. Daily Cash Journal
   i) Accommodate partial payments; overpayments and both positive and negative adjustments;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   ii) Support Pre-pay or Installments;
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iii) Provide multiple ways to apply payments; by charge, by “oldest” open items, by specific invoice(s);
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.
   iv) Software should allow easy reprint, edit, void and audit functions for scale tickets.
   PSLLC Response – This is a standard feature within the Accounts Receivable and Aging Module.

h. The system should have a robust reporting tool providing the following capabilities:
   i) Dynamic Reporting
   ii) Drill downs
   iii) Dashboards
   iv) Forecasts
   v) Modeling
   vi) Scenario Planning
   PSLLC Response – The items listed in ‘h’ above would be handled through various accounting reports and through our built-in report writer.

i. The system should have the following security features:
   i) Workflow approval processes are available to regulate reversal and refund procedures (e.g., voided transactions require supervisor approval and documentation).
   PSLLC Response – This is a standard feature within the proposed system and through our reversal/correction process.
   ii) Apply security settings at a group or user level.
   PSLLC Response – This is a standard feature within the proposed system.
   iii) Apply granular permissions such as only allowing a user to run reports.
   PSLLC Response – This is a standard feature within the proposed system.

iv) Report on user activities and/or changes to customer or other reference tables.
PSLLC Response – This is a standard feature within the proposed system.

4.4.3 Attended Lane (SSMS) Transaction Processing

PSLLC provides the following detailed description of how the Proposed system handles typical inbound transactions on an attended lane.

1. If gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
2. Once the vehicle is on the scale (assuming no RFID is used on the attended scale) the vehicle will pull up to the window to talk with the Weighmaster.
3. The Weighmaster will start the transaction with a unique truck number. Based on the configuration of that truck number, the system will default as much or as little information as configured.
4. When the Weighmaster presses enter the system will take move the focus (cursor) to the next required field.
5. The Weighmaster will enter the required information which could be one or all of the following fields, Bill Account, Transaction Type, Vehicle Type, Origin Type, Material Type, Destination Type, Payment Type or one of five (5) additional customizable fields.
6. The system will then take move the focus (cursor) to the Gross field and retrieve the weight directly from the indicator.
7. If no tare weight, the transaction will be placed into the hold file. If the Authority requires a deposit, prior to placing the transaction into the hold file, a prompt will display to capture the deposit.
8. On the way out of the facility if gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
9. Once the vehicle is on the scale (assuming no RFID is used on the attended scale) the vehicle will pull up to the window to talk with the Weighmaster.
10. The Weighmaster will retrieve the transaction from the hold file by simply entering the unique truck number or retrieving it from a list of all vehicles currently in the hold file.
11. The system will move the focus (cursor) to the Tare field and retrieve the weight directly from the indicator.
12. The system will have all information to Finish the transaction. If this is an account transaction, the transaction will complete and a ticket print (or be scheduled to be emailed). If this is a cash, check or credit card transaction, the Weighmaster will be presented with a confirmation window to collect the amount due. The cash drawer can be configured to only open on cash transactions. If check, the system will prompt for a check number and the check can be placed in the cash drawer through the check slot (if equipped). If credit card, the system will pass the amount due to the terminal. The terminal will be handed to the customer to insert or swipe

their card. Once approved, the customer will sign (if applicable) and the signature will be stored with the transaction and printed on the ticket. The transaction is complete.

4.4.4 Unattended Lane (UVSS) Transaction Processing

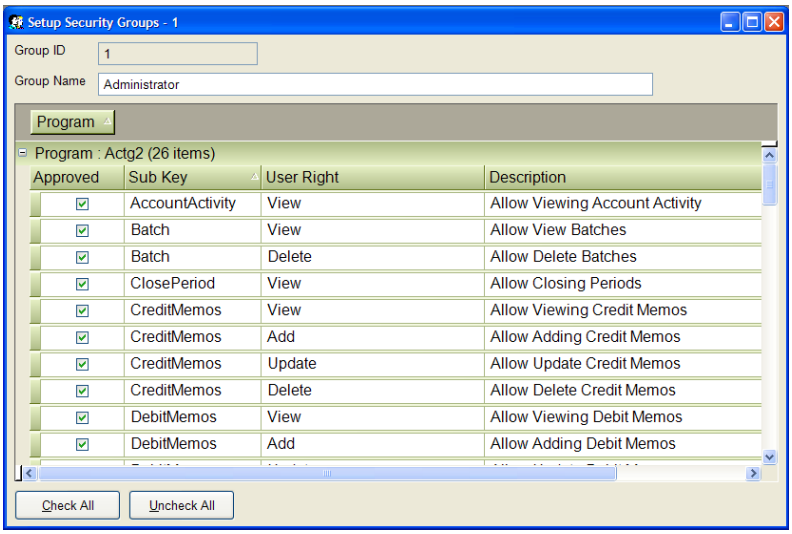
PSLLC provides the following detailed description of how the proposed system handles a typical transaction using one of its unattended devices.

1. If gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
2. Once the vehicle is on the scale and passes the RFID reader, the system will start the transaction based on the tag read.
3. Based on the configuration of that truck, the system will default as much or as little information as configured.
4. The system will then prompt for English or Spanish
5. The system will then ask any questions for information that was not defaulted for the truck.
6. The driver will answer questions on a keypad (or a touch screen computer depending on requested configuration). These questions could be one or all of the following fields, Origin Type, Material Type, Destination Type, or one of five (5) additional customizable fields which one could be Driver ID. Each field can be prompted with a confirmation question to ensure the selection was the correct one the driver meant to select.
7. Once all questions are answered, the system will retrieve the Gross weight directly from the indicator.
8. If no Tare weight, the transaction will be placed into the hold file. If a Tare weight exists, the transaction will complete and a ticket print (or be scheduled to be emailed).
9. If no Tare weight, on the way out of the facility if gates or lights are used, the system will only direct the vehicle to pull on the scale when the scale is clear.
10. Once the vehicle is on the scale and passes the RFID reader, the system will retrieve the transaction from the hold file.
11. The system will retrieve the Tare weight directly from the indicator.
12. The system will have all information to Finish the transaction. The transaction will complete and a ticket print (or be scheduled to be emailed).

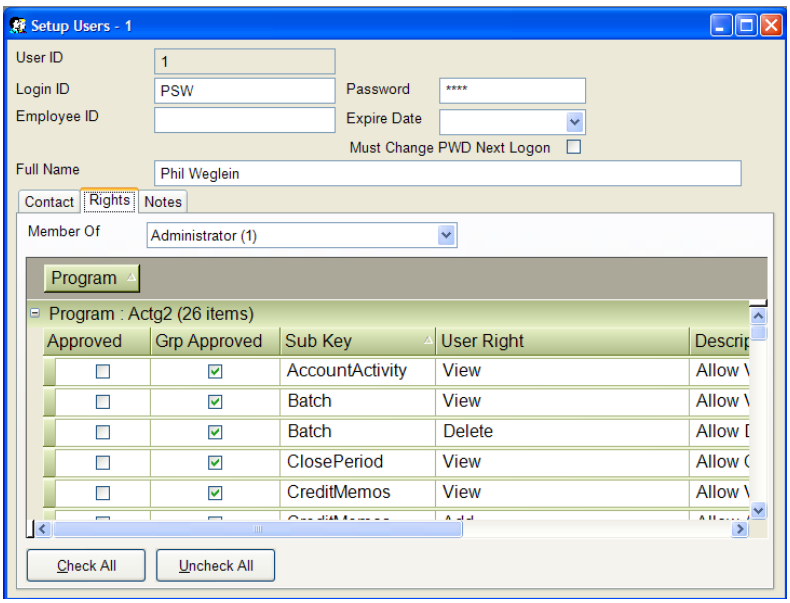
4.4.5 Accounts Receivable and Aging Module

PSLLC provides the following detailed description of the accounts receivable and billing functionality of the proposed system.

Security Options
Setup user Groups with approved rights



Add Users and assign to user Groups

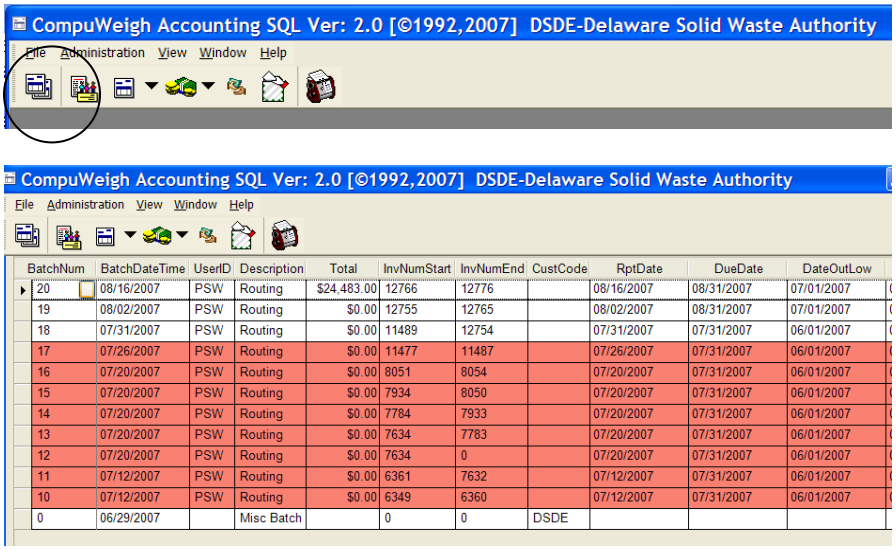


Accounts Receivable and Aging

PSLLC offers an Accounts Receivable & Aging Module to track the activity of the Customer's customer. As in CompuWeigh™ and WeighStation, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities. At the designated billing date, an AR batch is created in the CompuWeigh™ Posting module. Each individual batch contains a group of invoices all posted for the same date range. An auto-generated batch number is assigned each time a batch of invoices is processed.

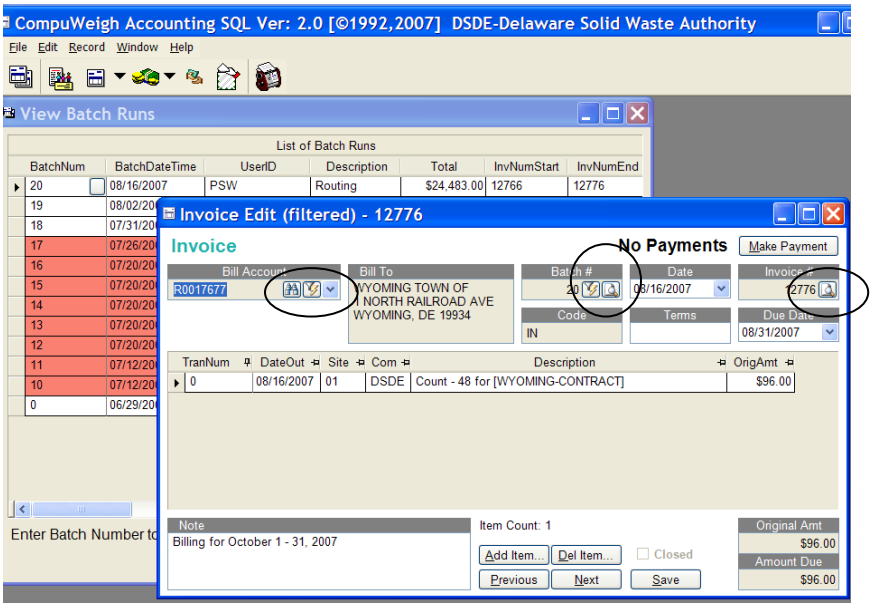
AR Batch – View and Edit

To open a batch, select the View Batches Icon.

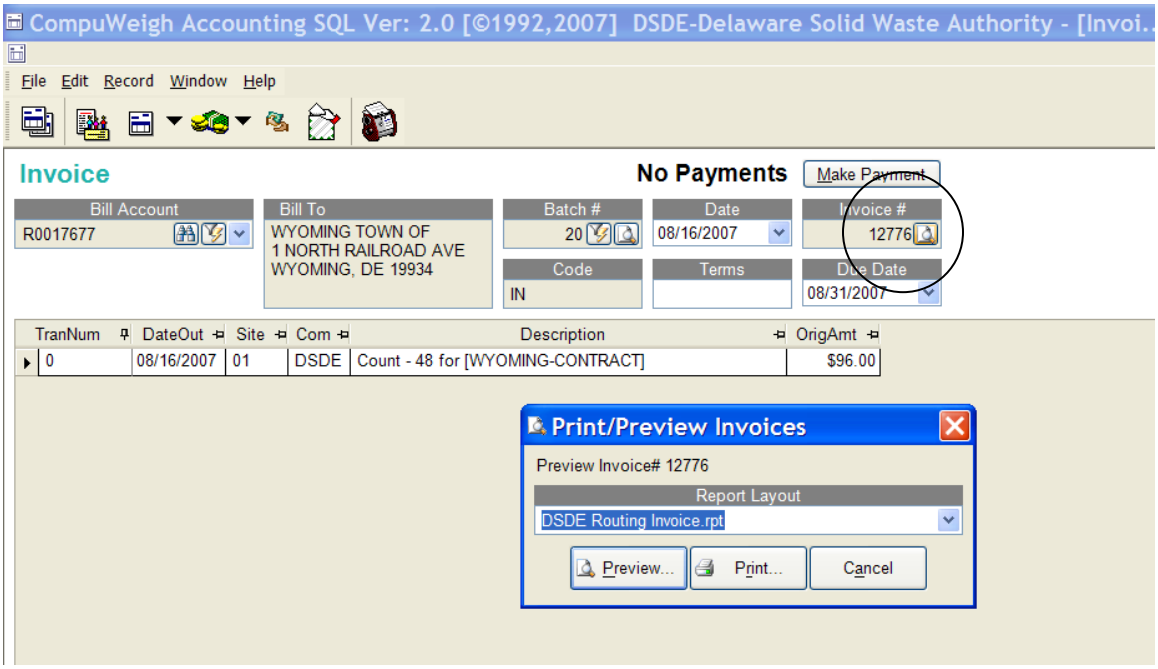


BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	$0.00	11489	12754		07/31/2007	07/31/2007	06/01/2007
17	07/26/2007	PSW	Routing	$0.00	11477	11487		07/26/2007	07/31/2007	06/01/2007
16	07/20/2007	PSW	Routing	$0.00	8051	8054		07/20/2007	07/31/2007	06/01/2007
15	07/20/2007	PSW	Routing	$0.00	7934	8050		07/20/2007	07/31/2007	06/01/2007
14	07/20/2007	PSW	Routing	$0.00	7784	7933		07/20/2007	07/31/2007	06/01/2007
13	07/20/2007	PSW	Routing	$0.00	7634	7783		07/20/2007	07/31/2007	06/01/2007
12	07/20/2007	PSW	Routing	$0.00	7634	0		07/20/2007	07/31/2007	06/01/2007
11	07/12/2007	PSW	Routing	$0.00	6361	7632		07/12/2007	07/31/2007	06/01/2007
10	07/12/2007	PSW	Routing	$0.00	6349	6360		07/12/2007	07/31/2007	06/01/2007
0	06/29/2007		Misc Batch		0	0	DSDE			

In addition to the columns displayed on the screen, there are additional "informational or identifying" columns that can be viewed by scrolling through the window.



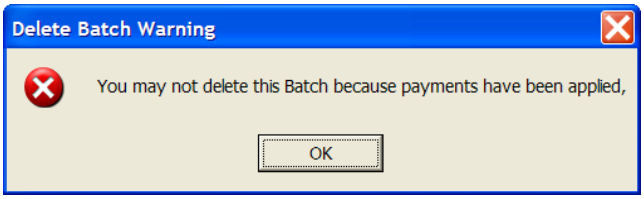
On the Invoice Edit screen, the icons within certain fields will launch other system functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.



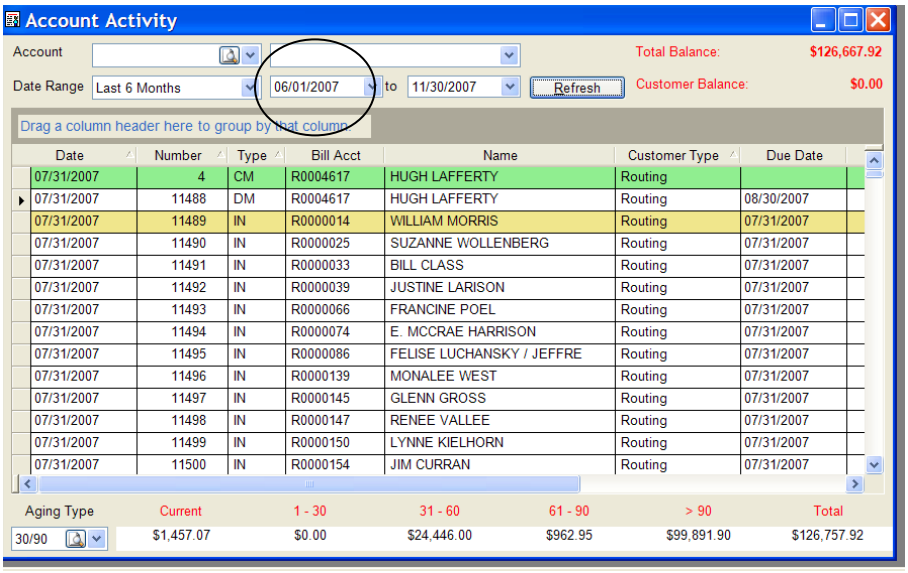
Delete a Batch

All batch history is stored on this screen. Deleted batches remain on the screen in red for an audit trail, while all active batches are displayed in white. Batches can only be deleted, if no payments have been applied to the invoices that make up that batch. Deleting a batch is very simple, enter the batch number to be deleted, and select the "Delete Batch" button.

If payments have been applied to the batch an error message will display with the following message.



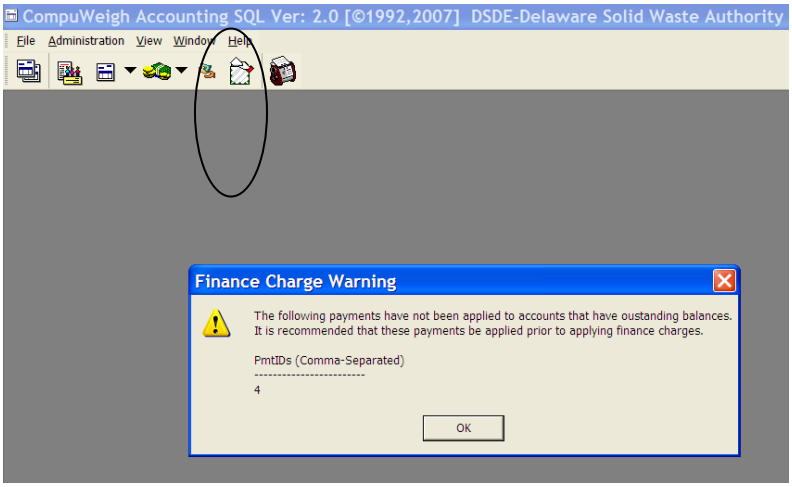
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

Finance Charges

Finance Charges can easily be assessed within this system launching the FC icon. If the below screen appears, it notifies the user that there is an incomplete process when posting payments and that the payment must be applied to an open invoice to continue. At the time of installation, the payment terms will be defined and set up in the system to calculate at the correct finance charge rate.

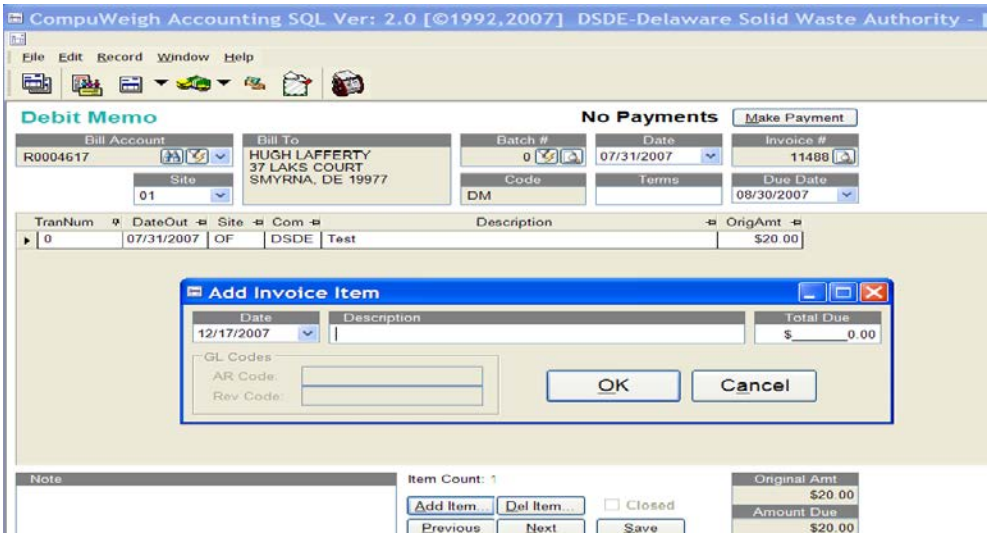


After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.

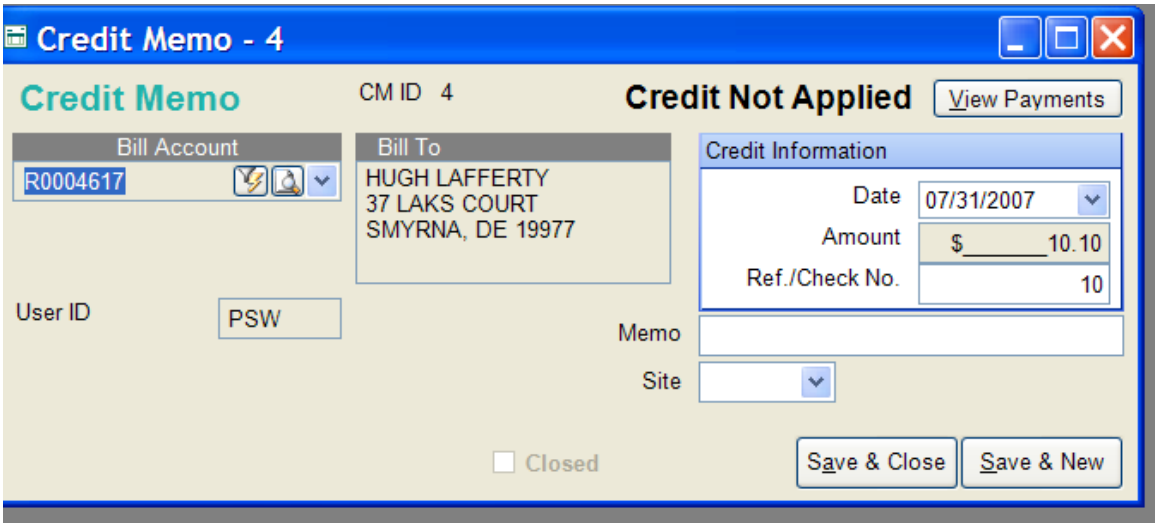
At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case, it would be the open invoices in which the finance charge calculations are being processed against.

Credit and Debit Memos (Adjustments)

The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.

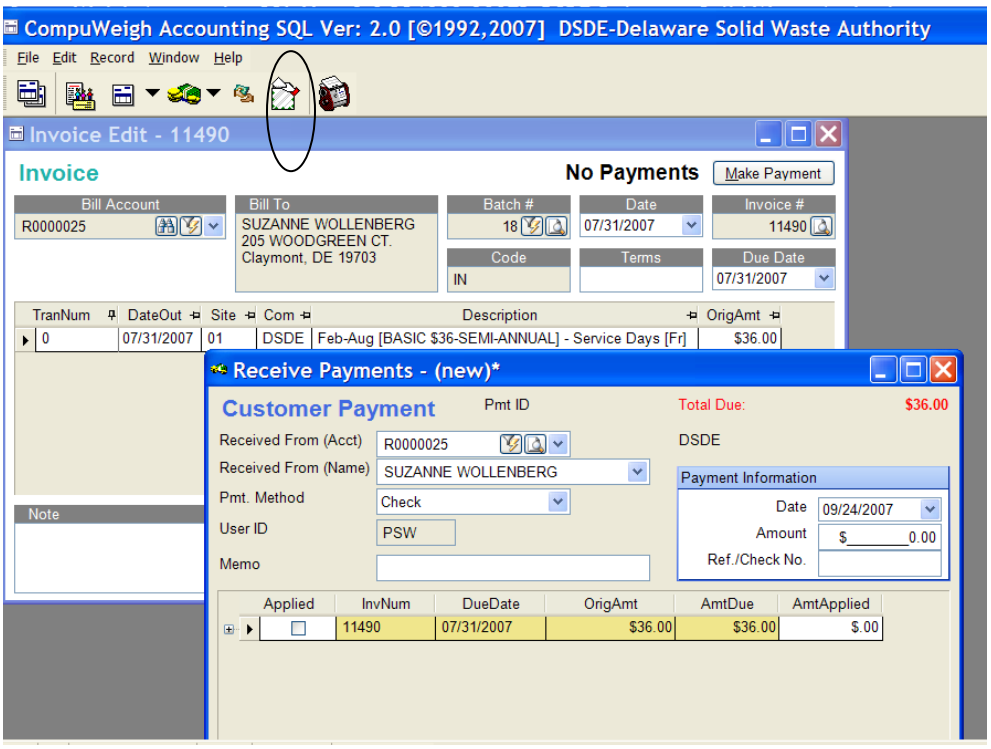


The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



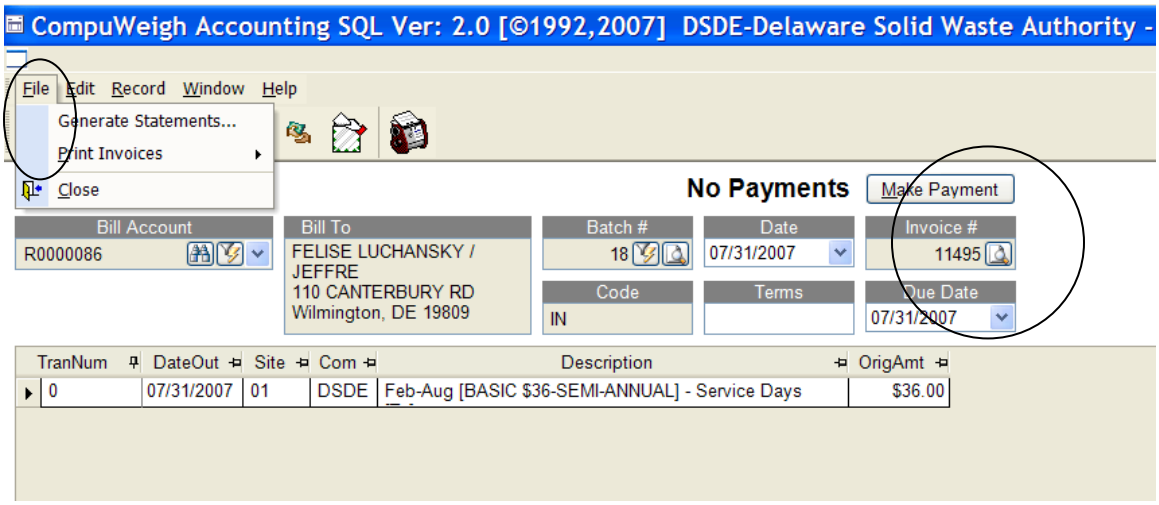
Payments

Payments are applied on a balance forward basis or on a per invoice basis.



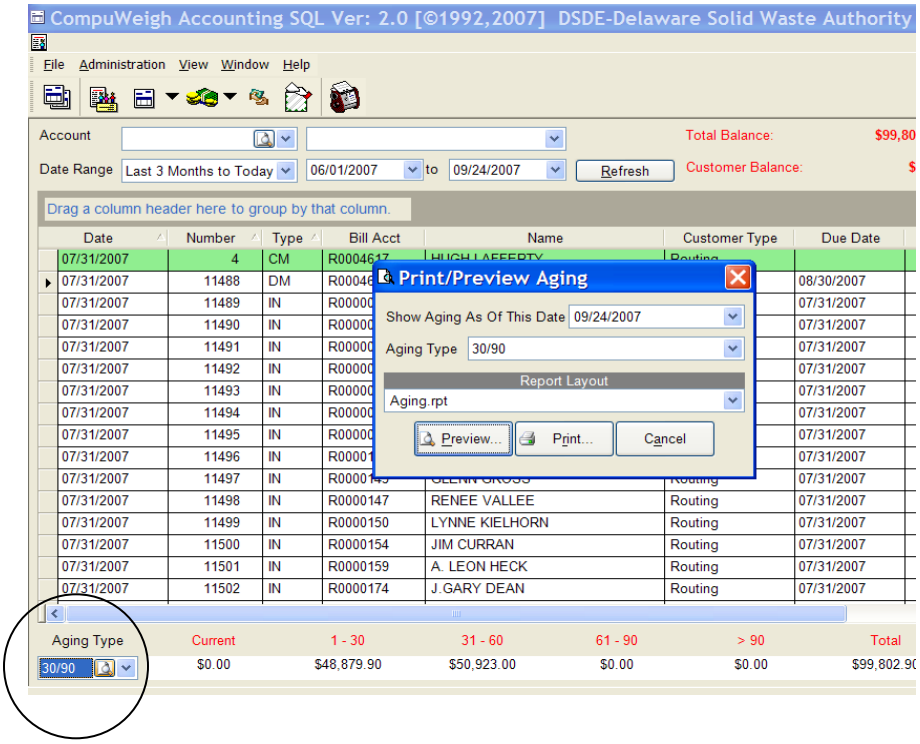
Reports

Within View Batches there are several ways to print an invoice or statement for the customer.



Aging Reports

On the accounting grid, the information that makes up the aging is found in the lower left corner of the window.



Accounting Reports

The following set of sample Accounting reports are provided for your review based on the requirements of the RFP. Again, these are 'sample' reports based on other customer's requirements. We have included some reporting time in our pricing to assist in the creation of these reports. Upon award, the Customer can provide PSLLC with the exact reports and PSLLC can provide a not to exceed number for the creation of those reports.

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Seattle Public Utilities

Aging Report

Printed On: 03/26/2010
Aging As Of: 03/26/2010

	Current	1 - 30	31 - 60	61 - 90	> 90	Total
000016 - BURKHALTER WRECKING	0.00	0.00	250.31	0.00	0.00	250.31
000033 - SOUTHLAND WASTE SYSTEMS	266,469.19	912.70	258,436.86	0.00	0.00	525,818.75
000054 - GOODWILL INDUSTRIES	6,352.74	0.00	0.00	0.00	0.00	6,352.74
000062 - REFUSE SERVICES, INC.	148,118.09	111.71	145,604.81	0.00	0.00	293,834.61
000093 - REAVES ROOFING CO	107.83	0.00	141.88	0.00	0.00	249.71
000149 - JAX POLLUTION CONTROL	54.53	0.00	0.00	0.00	0.00	54.53
000151 - MOVSOVITZ & SONS DBA FRESH	627.71	0.00	567.03	0.00	0.00	1,194.74
000231 - PARKS & RECREATION	1,569.36	0.00	1,100.17	0.00	0.00	2,669.53
000240 - STREETS & DRAINAGE/PUBLIC W	11,057.97	0.00	2,014.04	0.00	0.00	13,072.01
000255 - ATLANTIC BEACH	0.00	-12,412.18	12,412.18	0.00	0.00	0.00
000279 - SALVATION ARMY	43.01	0.00	0.00	0.00	0.00	43.01
000303 - SOLID WASTE DISPOSAL DIV	1,616.67	0.00	690.03	0.00	0.00	2,306.70
000321 - CARR-TECH INDUSTRIES	0.00	0.00	23.30	0.00	0.00	23.30
000356 - SHAPELLS	6,538.17	0.00	6,010.91	25,727.81	0.00	38,276.89
000358 - ANIMAL CONTROL	388.28	0.00	0.00	0.00	0.00	388.28
000368 - REALCO RECYCLING COMPANY	390.40	0.00	668.50	0.00	0.00	1,058.90
000382 - MCCURDY-WALDEN, INC.	0.00	0.00	39.43	0.00	0.00	39.43
000400 - ADVANCED DISPOSAL SERVICE/I	0.00	-229.41	0.00	0.00	0.00	-229.41
000435 - SOUTHLAND JAX BCH/COMMERC	0.00	357.85	0.00	0.00	0.00	357.85
000439 - ADS/ATLANTIC BEACH	0.00	-766.68	0.00	0.00	0.00	-766.68
000610 - J. B. COXWELL CONTRACTING, II	209.99	0.00	42.71	0.00	0.00	252.70
003423 - K.C. PETROLEUM INC.	66.91	0.00	0.00	0.00	0.00	66.91
003543 - C. A. P. CONTRACTING, INC	87.52	0.00	0.00	0.00	0.00	87.52
004301 - BEST-TEC ASBESTOS ABATEMEI	129.93	0.00	0.00	1,811.62	0.00	1,941.55
004745 - J&D MAINTENANCE AND SERVIC	338.69	0.00	404.88	0.00	0.00	743.57
004872 - REPUBLIC SERVICES OF FLORID	24,890.87	0.00	23,055.50	0.00	0.00	47,946.37
005144 - WASTE WATCHERS OF JACKSON	1,841.48	0.00	2,389.10	4,159.46	0.00	8,390.04
005153 - ADVANCED DISPOSAL SERVICES	400,618.57	590.87	401,785.48	439,542.80	0.00	1,242,537.72
005195 - ARWOODS, INC.	16,513.16	41.22	15,617.38	0.00	0.00	32,171.76
005746 - WASTE PRO OF FLORIDA, INC.	59,748.28	-914.02	61,599.93	0.00	0.00	120,434.19
006486 - SUNSHINE RECYCLING, INC.	8,841.12	-111.71	8,670.01	0.00	0.00	17,399.42
006507 - ARROWHEAD MAINTENANCE, INC	0.00	0.00	0.00	0.00	15,683.48	15,683.48
006593 - AMASON'S PORTABLE TOILETS&	2,483.89	0.00	2,332.23	0.00	0.00	4,816.12
008075 - ROSS & LOGAN INDUSTRIES, INC	134.42	-250.31	250.31	390.40	0.00	524.82
009666 - ADKINS ELECTRIC, INC	31.06	0.00	0.00	0.00	0.00	31.06
012001 - STRATEGIC MATERIALS INC	578.28	0.00	510.78	0.00	0.00	1,089.06
012761 - SOUTHLAND WASTE SYSTEMS/ F	8,159.84	0.00	8,283.04	0.00	0.00	16,442.88
012925 - THOMPSON ELECTRIC, INC	31.36	0.00	0.00	0.00	0.00	31.36
013497 - BLADE BUSTER LLC	62.43	0.00	53.17	0.00	0.00	115.60

Payment Report

REGION 2000 SERVICES AUTHORITY

Payment List

Print Date: 3/26/2010
Print Time: 9:42:29AM
Criteria:

R0000025

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
34	3/26/10	R0000025	$72.00	12345	Check	
	Account Total		**$72.00**			

R0000033

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
35	3/26/10	R0000033	$36.00	546342	Check	
	Account Total		**$36.00**			

Grand Total **$108.00**

Payment By Revenue Account Report

Miami County Sanitary Department

Revenue Listing

Print Date: 3/26/2010
Print Time: 12:10:32PM
Criteria: [Account] Between '0' and 'ZZZZ

Payment Date	Revenue Acct	Revenue Acct Description	Amount
02/12/2009	437.3476	POLITICAL TRANSFER STATION	$500.00
02/24/2009	437.3476	POLITICAL TRANSFER STATION	$1,195.00
03/16/2009	437.3476	POLITICAL TRANSFER STATION	$8,788.97
03/25/2009	437.3476	POLITICAL TRANSFER STATION	$10.00
		Sub Total (437.3476)	**$10,493.97**
02/12/2009	437.3495	TRANSFER STATION REVENUE	$2,400.00
02/18/2009	437.3495	TRANSFER STATION REVENUE	$2,616.35
03/16/2009	437.3495	TRANSFER STATION REVENUE	$1,883.96
03/26/2009	437.3495	TRANSFER STATION REVENUE	$0.59
06/16/2009	437.3495	TRANSFER STATION REVENUE	$4,256.32
08/04/2009	437.3495	TRANSFER STATION REVENUE	$117,534.92
08/31/2009	437.3495	TRANSFER STATION REVENUE	$187.01
10/26/2009	437.3495	TRANSFER STATION REVENUE	$6,000.00
		Sub Total (437.3495)	**$134,879.15**
02/18/2009	437.3495.001	OEPA TIPPING FEE	$383.65
03/16/2009	437.3495.001	OEPA TIPPING FEE	$330.56
06/16/2009	437.3495.001	OEPA TIPPING FEE	$777.41
08/04/2009	437.3495.001	OEPA TIPPING FEE	$1,126.96
08/31/2009	437.3495.001	OEPA TIPPING FEE	$23.00
		Sub Total (437.3495.001)	**$2,641.58**
		Grand Total	**$148,014.70**

Account Activity Report

Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	Barlow Wrecking	1/15/10	$156.82	$156.82		
1/31/10	196	IN	000016	Barlow Wrecking	2/15/10	$250.31		$250.31	39
2/17/10	122	PMT	000016	Barlow Wrecking			$163.99		
2/25/10	199	PMT	000016	Barlow Wrecking			$156.82		
					Totals ===>	$407.13	$320.81	$250.31	

Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	$0.00	$0.00	$250.31	$0.00	$0.00	$250.31

Statements

Jacksonville
Where Florida Begins.

INVOICE

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER:ARDO10000171

BILL TO
SOLID WASTE DISPOSAL DIV
PWSW441DO 04306
SOLID WASTE & RESOURCE MGT.
JAX, FL 32202

INVOICE NUMBER	ARDO10000171
REFERENCE NUMBER	274
CLOSING DATE	02/28/2010
CUSTOMER NUMBER	ARI000301 02
AMOUNT ENCLOSED	

REQUESTS FOR TICKET CORRECTIONS MUST BE SUBMITTED WITHIN 30 DAYS OF INVOICE DATE

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

RETURN THIS PORTION OF INVOICE WITH PAYMENT
FOLD ON THE LINE BELOW

Ticket / Check #	Type	Date	Description	Weight in Pounds	Amount
34289	IN	02/02/2010	7-Special Waste [7.23 TN]	14,460	$296.43
35475	IN	02/05/2010	4-Commercial Waste City Agencies [8.69 TN]	17,380	$259.57
35871	IN	02/08/2010	7-Special Waste [7.25 TN]	14,500	$297.25
35917	IN	02/08/2010	7-Special Waste [4.49 TN]	8,973	$183.95
36250	IN	02/09/2010	7-Special Waste [1.48 TN]	2,967	$60.82
37391	IN	02/12/2010	7-Special Waste [6.28 TN]	12,560	$257.48
41408	IN	02/26/2010	7-Special Waste [6.37 TN]	12,740	$261.17
				83,580	**$1,616.67**

CREDIT
GENERAL LEDGER ACCOUNT:
115000 115231

PLEASE PAY THIS AMOUNT **$1,616.67**

REMITTANCE ADDRESS:

TAX COLLECTOR
231 E. FORSYTH ST. ROOM 141
JACKSONVILLE, FLORIDA 32202

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837

MIAMI-DADE COUNTY

2525 NW 62nd Street
Miami, Florida 33147

Department of Solid Waste Management

Invoice

Billing Address		
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	Account #	202
	Date	11/10/2008
	Invoice #	1538
	Due Date	Due Upon Receipt

Current Invoice Due	Total Amount Due
2,493.00	**5,953.00**

Account Summary	
Previous Balance	3,460.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	2,493.00
Total Amount Due	**5,953.00**
Total Past Due Amount	3,460.00

If full payment of the invoiced amount is not received within 30 days of invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law. For billing inquires please call, (305) 514-6743

Current	1 - 30	31 - 60	61 - 90	> 90	Total
2,493.00	0.00	0.00	2,191.00	1,269.00	5,953.00

MIAMI-DADE COUNTY

Payment Coupon

Please detach and enclose this protion with your payment - do not send cash.

		Account #
		202
	Date	Invoice #
	10/15/2006	1538
Due Date	Total	Amount Paid
Upon Receipt	5,953.00	

LOPEZ FRAXEDAS CORP
2601 S.W. 69th Court
Miami, FL 33155

Please make check payable to:

Miami Dade County Solid Waste Management
Attn: Accounting Division
2525 NW 62nd Street
Miami, Florida 33147

Page: 1

Miami County Sanitary Department
Transfer Station
2200 N. County Rd. 25-A
Troy, Ohio 45373
(937) 440-3488

Date: 03/26/2010
Page: 1

STATEMENT

For Dates 1/1/2007 to 1/31/2007

Customer ID: 004

Due Date: Please Pay By The 21st of March

MIAMI CTY ANIMAL SHELTER
201 W MAIN ST
TROY, OH 45373-

Previous Balance:	$194.75
Current Charges:	$267.60
Payments:	$0.00
Adjustments:	$0.00
Current Balance:	$462.35

Make Checks Payable To: Miami County Transfer Station
To Insure Proper Credit, Please Include Account Number On Your Check

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/31/2007	547180	Ohio EPA Fee	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
		Current Invoice	4.89	$267.60
		If Paid By The 15th		$454.53
		If Paid By The 21st		$462.35

A 1.5% Service Charge Will Be Added Monthly To All Accounts After 21st Of The Month

Credit Memo List

Credit Memo List

Print Date: 3/26/2010
Print Time: 12:17:28PM
Criteria: [Account] Between '0' and 'ZZZZZZZZ

000439 BARLOW WRECKING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
18	2/5/10	000439	$412.91		Credit Memo	credit re 23239 bill to 5153 advanced
19	2/5/10	000439	$353.77		Credit Memo	credit re 21703 bill to 5153 advanced
	Account Total		**$766.68**			

000400 WEGLEIN DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
20	2/5/10	000400	$229.41		Credit Memo	credit re 17197 400 ad. res bill 5153
	Account Total		**$229.41**			

005153 HIRSCH LANDSCAPING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
3	1/26/10	005153	$228.80		Credit Memo	re 18665 belongs to acct. 33
4	1/26/10	005153	$41.22		Credit Memo	credit re 20930 bill to 5195 arwoods
5	1/26/10	005153	$139.79		Credit Memo	credit re 19196 bill to 33 southland
6	1/26/10	005153	$65.71		Credit Memo	credit re 22425 bill to 33 southland
17	1/28/10	005153	$162.49		Credit Memo	credit re 21488 bill to 33 southland
173	2/19/10	005153	$531.09		Credit Memo	credit re 26053 1/1/10
174	2/19/10	005153	$43.91		Credit Memo	credit re 27053 1/6/10
175	2/19/10	005153	$219.54		Credit Memo	credit re 27203 1/6/10
176	2/19/10	005153	$191.17		Credit Memo	credit re 27123 1/6/10
	Account Total		**$1,623.72**			

006593 HOLMES WASTE REMOVAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
200	2/26/10	006593	$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred apprc
	Account Total		**$27.00**			

008075 CARMEN CONSTRUCTION

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
21	1/31/10	008075	$250.31		Credit Memo	credit re 21983 $1.79 on credit next invoic
	Account Total		**$250.31**			

000435 DOWNEY DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
10	2/5/10	000435	$153.23		Credit Memo	credit re 17743 bill to 33 southland
	Account Total		**$153.23**			

000033 FIEDLER WASTE HAULING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
1	1/26/10	000033	$130.23		Credit Memo	re 18695
8	1/26/10	000033	$132.62		Credit Memo	credit re 21034 bill to 435 sws bch
9	1/26/10	000033	$159.51		Credit Memo	credit re 21667 bill to 435 sws bch
11	1/26/10	000033	$218.95		Credit Memo	credit re 17888 bill to 435 sws bch

Page #: 1

Debit Memo List

Debit Memo Listing

Print Date: 3/26/2010
Print Time: 12:18:51PM
Criteria:

005153 HIRSCH LANDSCAPING

ID	Date	Description	Amount
180	1/26/10	re credit from 18695	$130.23
190	1/26/10	debit re 18977	$181.72
192	1/29/10	debit re 23239	$412.91
193	1/29/10	debit acct. 5153	$353.77
194	1/29/10	debit 5153	$232.28
251	2/10/10	Debit RE:29915	$197.74
252	2/10/10	debit re 27824	$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	$347.80
		Totals For Acct: 005153	**$2,214.59**

005195 TWIGG TREE REMOVAL

ID	Date	Description	Amount
182	1/26/10	debit re 20930	$41.22
		Totals For Acct: 005195	**$41.22**

017776 JOHNSON JUNK REMOVAL

ID	Date	Description	Amount
250	1/31/10	debit re 21983	$252.10
		Totals For Acct: 017776	**$252.10**

000062 HANSON REMOVAL

ID	Date	Description	Amount
257	2/19/10	debit re 27748 1/8/10	$111.71
		Totals For Acct: 000062	**$111.71**

000435 DOWNEY DISPOSAL

ID	Date	Description	Amount
186	2/5/10	debit re 21034	$132.62
187	2/5/10	debit re 21667	$159.51
189	2/5/10	debit re 17888	$218.95
		Totals For Acct: 000435	**$511.08**

000033 FIEDLER WASTE HAULING

ID	Date	Description	Amount
253	2/19/10	debit re 26053 1/1/10	$531.09
254	2/19/10	debit re 27053 1/6/10	$43.91
255	2/19/10	debit re 27203 1/6/10	$219.54
256	2/19/10	debit re 27123 1/6/10	$191.17
183	1/26/10	debit re 19196	$139.79
184	1/26/10	debit re 22425	$65.71
188	1/26/10	debit re 17743	$153.23
191	1/28/10	debit re 21488	$162.49
181	1/26/10	debit for re 18665	$228.80
		Totals For Acct: 000033	**$1,735.73**

Debit Memo Grand Total: $4,866.43

Page: 1

Last Page of Account Balance Report

3/26/10 Fri
Ver 5.0.2067

Seattle Public Utilities

12:09 pm
Page 14

Actg Balance Report

File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

Account	Company	Deposit	DepositDate	ActgBalance	ActgBalanceDate
T43996	AMICO, TRACI SUSAN	$0.00		$18.00	06/30/09
T43997	JOSEPH, GARCIA	$0.00		$118.80	06/30/09
T43999	MARASSI, NICHOLAS P	$0.00		$75.60	06/30/09
T44000	MANOR, BARNETT LEWIS	$0.00		$29.70	06/30/09
T44001	SOECKE, MATTHEW TARAS	$0.00		$103.95	06/30/09
T44003	MECHANICAL ANIMALS	$0.00		$29.70	06/30/09
T44004	MARTIN, KARYN ELAINE	$0.00		$52.65	06/30/09
T80803	FONUA, TIVI			$171.87	06/30/09
T80867	ARTEAGA, ERIK			$184.22	06/30/09
T80884	SAVAGE, JOHN*COL2005			$179.07	06/30/09
T80888	ALDERSON, CHRISTOPHER*COL2005			$141.06	06/30/09
T81095	SIGURDSON, KIRK			$306.36	06/30/09
T81205	BELOV, VALENTIN Y			$0.15	06/30/09
T81212	DELTA TECHNOLOGY CORPORATION			$15.00	06/30/09
T81213	BARRIER CONSTRUCTION			$81.17	06/30/09
T81220	UNKNOWN			$25.00	06/30/09
T81221	VERTIEX HOMES			$25.76	06/30/09
T81226	LE, TRUNG VAN			$15.00	06/30/09
T81233	DEGRAZIA, CHRIS			$15.30	06/30/09
T81236	CRUZ, RAUL	$0.00		$25.50	06/30/09
T81237	UNKNOWN	$0.00		$27.27	06/30/09
T81240	UNKNOWN	$0.00		$310.00	06/30/09
T81241	OVERA-SANTOS, ERASMO	$0.00		$18.18	06/30/09
T81242	UNKNOWN	$0.00		$8.00	06/30/09
T81243	LOHMAN FIGUEROA, FRENANDO	$0.00		$27.27	06/30/09
T81244	DICTADO, FRANCISCO	$0.00		$18.00	06/30/09
T81245	JEZERINIAC, SHOWN E	$0.00		$27.27	06/30/09
T81246	GRUNFELD, IAN	$0.00		$27.27	06/30/09
T81247	IFOPO, ILE	$0.00		$27.27	06/30/09
T81248	WALKER, RYAN E	$0.00		$39.39	06/30/09
T81249	JEFFERSON, TERRY L	$0.00		$18.00	06/30/09
T81250	MICHOLS, LISA B	$0.00		$27.00	06/30/09
T81251	IRONS, CONNIE ALICE	$0.00		$18.00	06/30/09
T81252	UNKNOWN	$0.00		$27.00	06/30/09
T81254	PODNAR, BRET	$0.00		$27.00	06/30/09

Records Read-> 775 of 775

Available reports include: AR Summary, AR Statement, AR Invoice, AR Invoice/Statement, AR Payment Posted, AR Finance Charges Assessed, Debit/Credit Memo Listing.

The report descriptions are as follows:

- **AR Summary** – Lists each account's current outstanding balance, broken down between "Current", "1 to 30", "31 to 60", "61 to 90", "> 90" and "Total". The aging window can be defined based on the customer's billing terms.
- **AR Statement** – Displays an account's previous balance, followed by in chronological order, a list of all account activity, including adjustments, payments and invoices, showing balance due as of the printing of the statement
- **AR Invoice** – Displays the detailed information on individual transactions that make up an invoice.
- **AR Invoice/Statement** – Prints the Invoices and Statements collated by account.
- **AR Payments Posted** – Displays payments that have been posted to accounts.
- **AR Finance Charges Assessed** - Displays finance charges that have been assessed.
- **Debit/Credit Memo Listing** – Displays a list of all debit or credit memos created for a specific period of time.

The report opens up in a Crystal Report® Viewer. From here you can print it, export it to another file type or simply view it on the screen. For easy viewing, you can scroll through the pages or click on an account on the left-hand panel and the viewer will go right to the page for the account.

The layout and information presented on the invoices and statements are customer specific. PSLLC staff will work with the customer to design a layout which is satisfactory to you and if necessary where the standard aging reports do not offer the information required for the District to manage their business, PSLLC will work with the district to design a report that will offer value.

Integrated Accounting Features

1. Complete data management from start of transaction to receipt of payment.
2. Finance Charges.
3. Adjustments.
4. Payments.
5. Reporting.
6. Invoice Creation.
7. Statement Creation.

4.4.6 System Administration

PROPOSER shall provide a detailed description of the system backup and recovery capabilities and procedures, start-up and shut-down procedures and other activities necessary to maintain system integrity and ensure minimum downtime. PROPOSER shall also discuss optional and available system disaster recovery capabilities, if any.

PSLLC will work closely with Customer staff to develop and implement a Disaster Recovery Plan which will include a test environment that mirrors the Customer's production environment.

All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the system will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.

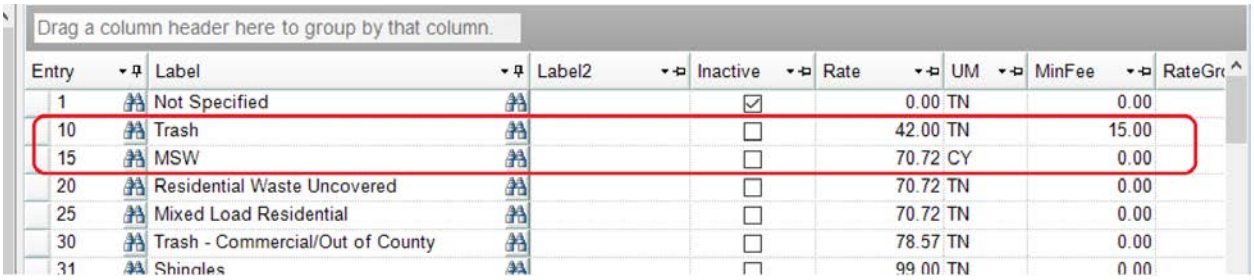
Each of our Customers have their own requirements for Disaster Recovery and Backup. We work with each Customer independently to ensure the Disaster Recovery and Backup procedure meets and, in most cases, exceeds their requirements.

4.4.7 Authority's Fee Schedule

Show how the proposed system can be configured to the AUTHORITY's fee schedule in an efficient structure and minimizes extraneous tables.

PSLLC has different methods to handle our customers various fee schedule. We can handle fees based on a door rate, account specific rate, job rate, etc. In the sample below

we show a portion of our material table. This table contains door rates for a facility. We have the ability to maintain rates per material and based on a Unit of Measure, Minimum Fee, ability to Inactivate a material to maintain history and many more field options.

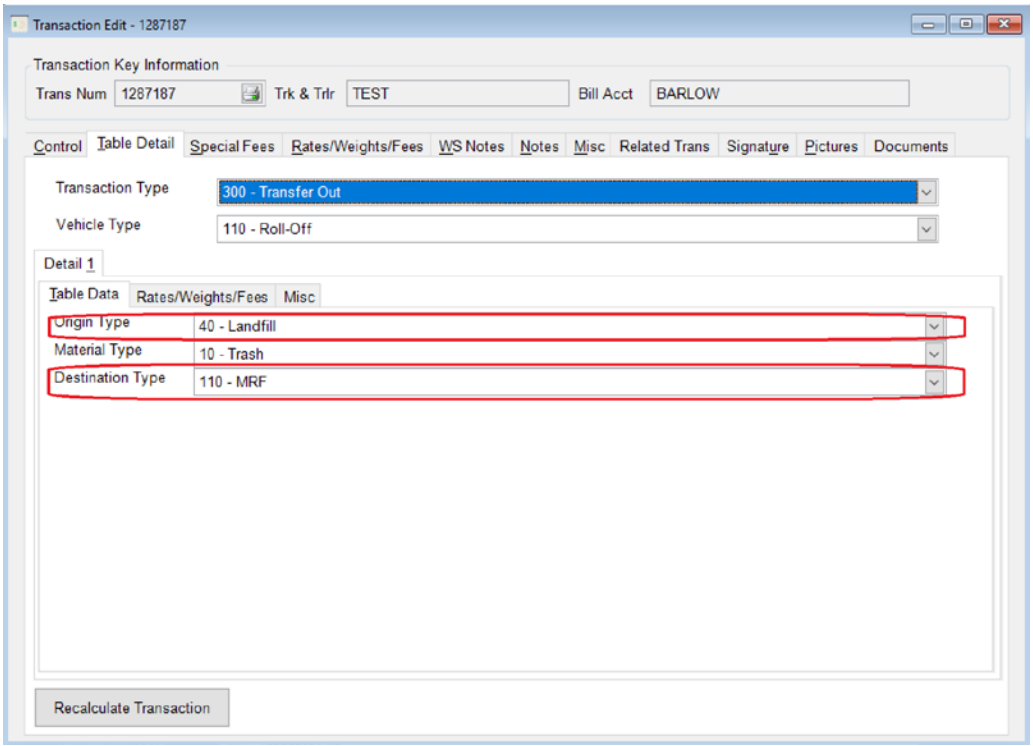


We also have a Rate Expressions option that allow for even more flexibility. We consider this functionality highly confidential and would show this in our presentation if of interest.

4.4.8 Origination and Destination Sector Capability

PSLLC provides the following example of how the proposed system can incorporate origination and destination sector fields into the transaction record to facilitate the tracking of material movement within the AUTHORITY's solid waste management system.

The red boxes around the Origin Type and the Destination Type show movement of Material from the Landfill to MRF. The Authority will be able to identify all Origin and Destination Types within the system.

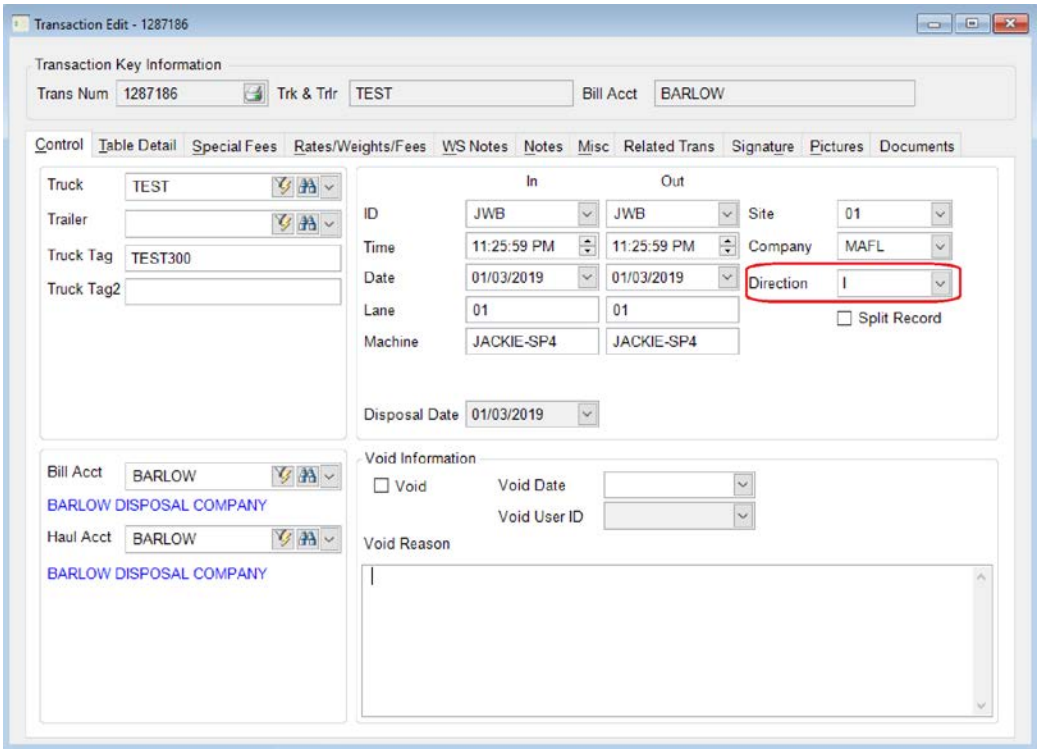


4.4.9 Direction Code Compatibility

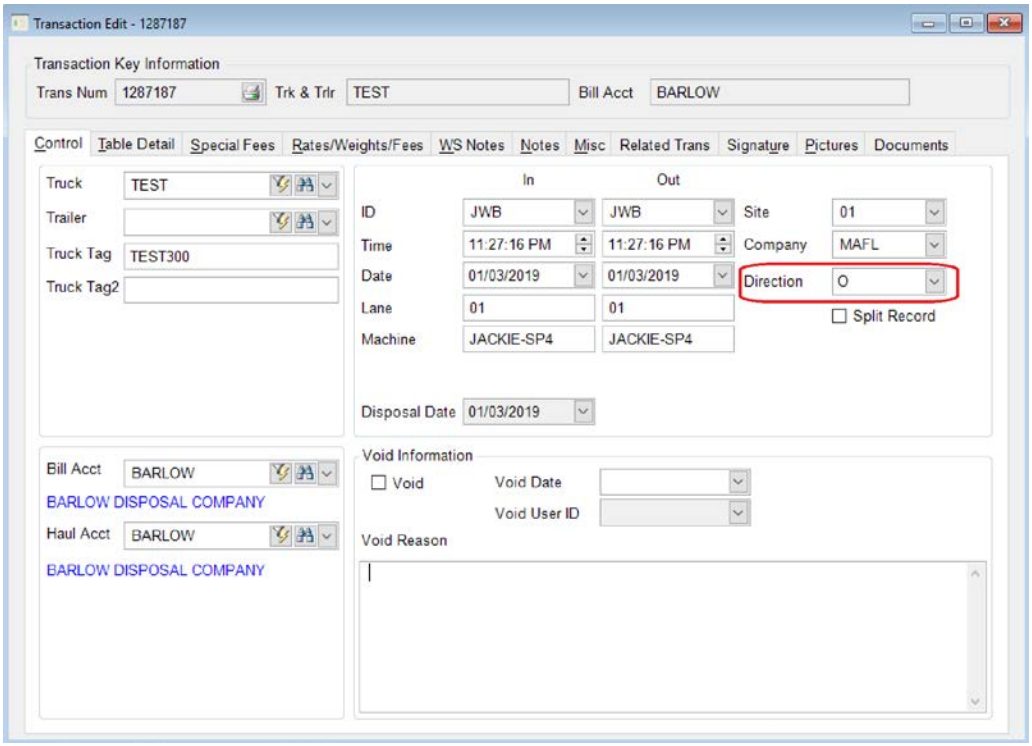
Show how the Proposed system will enable the ability to differentiate between incoming, outgoing, outgoing transfers and incoming transfers without having to use different waste codes.

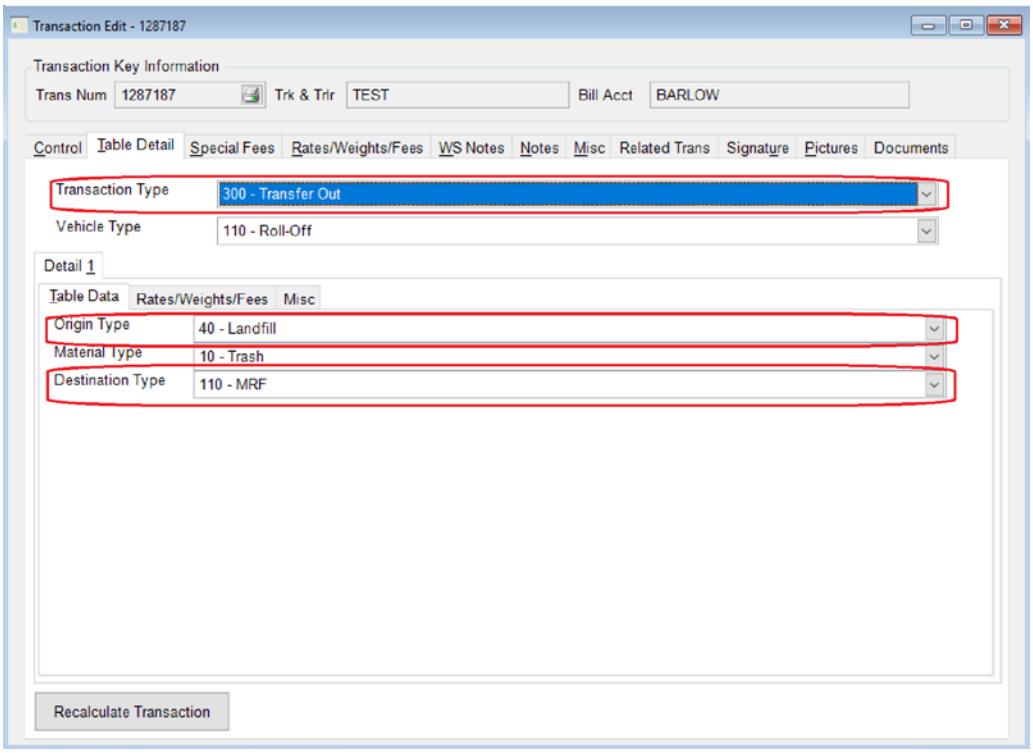
PSLLC has the ability within the transaction using the Direction field to differentiate between incoming and outgoing transactions. We utilize Direction field and the Transaction Types to differentiate between outgoing and incoming transfers in order to eliminate the need of using different waste types.

This example shows an Inbound load. See the red box around the Direction and the "I" for Inbound.



This example shows an Outbound load. See the red box around the Direction and the "O" for Outbound and in the second screen shot the red boxes around the Transaction Type of Transfer Out, the Origin of Landfill and the Destination of MRF.





4.4.10 Proposed Solution

PSLLC provides the following information for additional detail and narrative regarding our proposed solution.

4.4.10.1 Overview

The system is developed for the solid waste and recycling industry which is over 95% of our customer base. The system is written using Visual Basic .NET with either a SQL Express or SQL Server database. The CompuWeigh™ System grows through an evolutionary process and all customers run the same code base. This makes supporting our customers and enhancements streamlined.

The CompuWeigh™ System is used at the scale house and the administrative office. The primary features of the proposed system are presented as follows:

The user customizable WeighStation program is used at the point of sale location to process transactions and end of day close-out procedures and includes:

- Transaction Processing
- End-of-Day Processing
- File Backup Processing

The office set (CompuWeigh™) includes all of the features to manipulate the stored data including:

- Account Editing
- Truck Editing
- Transaction Editing
- Report Writer
- Posting
- Integrated Accounting
- Shift Totals

The Microsoft® Windows operating system was selected to allow the greatest flexibility of data manipulation and for ease of use by end users. The system was designed to use a common "look and feel" across all programs. This allows the user to quickly learn the programs.

The system's report writer will allow the user to create custom reports on transaction activity by selecting fields from the database. The system will allow user definable totals to be accumulated over time and track both inbound and outbound material for inventory control. In addition, the system integrates with Crystal Reports® for more detailed or graphic reports. Crystal Reports® can be purchased separately as an off the shelf product from any local software retailer.

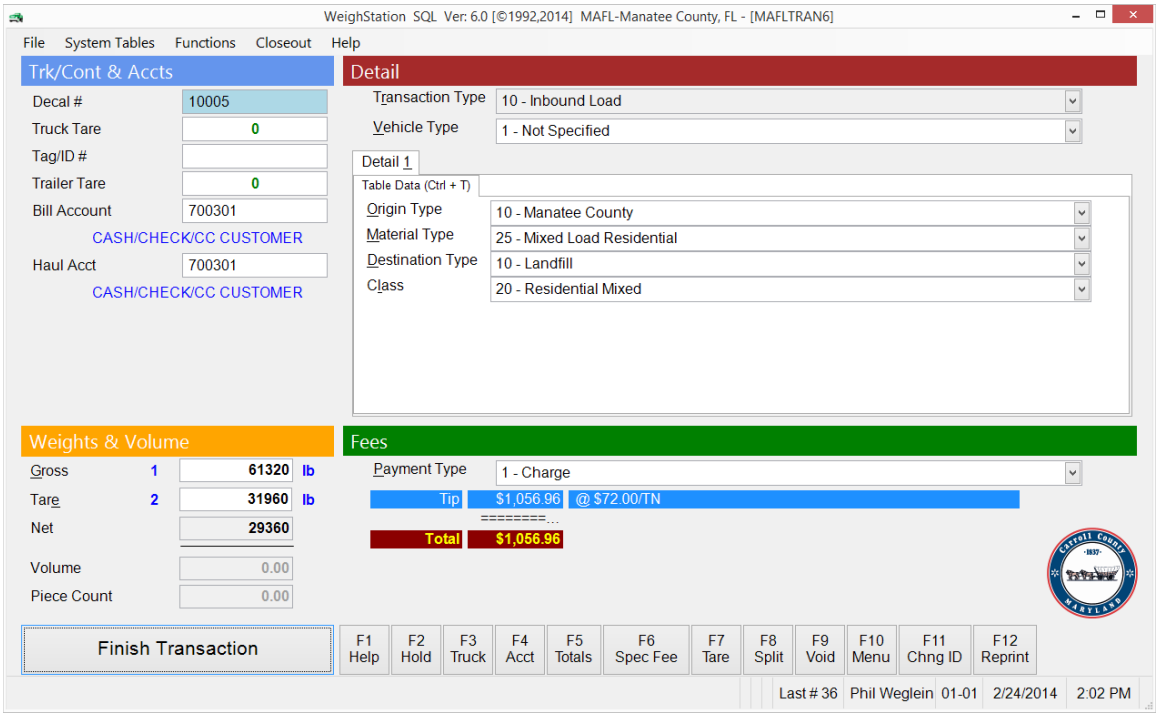
The four main requirements for the production of a fully functional and useful solid waste information system are:

1. Thorough knowledge of the solid waste industry, including its operation and evolution,
2. The capability to produce well-engineered, easily customizable database management software,
3. The willingness to customize the system software to meet the requirements of the RFP, and
4. The ability and willingness to provide superb ongoing customer training and support.

PSLLC possesses all of these essential qualifications. The proposed CompuWeigh™ System will be a turnkey system meeting the specifications of the RFP. PSLLC understands the requirements set forth in the RFP.

4.4.10.2 WeighStation

At the first point of the data collection process, the WeighStation program provides the means for capturing real time data at the point of sale. The WeighStation program is designed and written for the Windows environment. The program can be operated using the keyboard, a mouse, or a combination of the two. It also supports badge reading and other input capabilities for automating inbound/outbound transactions or in an unattended mode.



As seen from the screen sample above, the WeighStation program has a single screen design so the user is not confused by information overload. The user is presented with

all the information necessary to complete a transaction, but through the use of menus and control keystrokes the user has the means to access other information when it is needed. Through the menu bar or function keys, the user can query truck or account files, pull trucks out of the hold file, instantaneously view daily totals, reprint or void transactions, assess special fees for transactions, get on-line help, change the hardware configuration, close-out for the day and more. All of this is available when the user needs it, all within the same program.

Available in the WeighStation program is the ability to assess multiple material, origin and destination types to a single transaction. This capability eases the processing of trucks that carry several different types of materials in one load or pickup from several different areas on one haul.

The WeighStation program was designed with the concept that each transaction has certain properties that define how that transaction is to be processed. Properties such as the flow of trucks around the facility, which printers and scales to use and when, what information to collect and how-to bill are some of the operational choices that are provided to the user. This capability permits the Customer to tailor the system to fit site needs. Other options include, but are not limited to, custom ticket design, custom cash drawer closeout procedure, custom reporting and custom transaction configuration.

WeighStation Program Features
The WeighStation program supports an extensive array of functions specific to waste management applications. A partial list of program features follows.

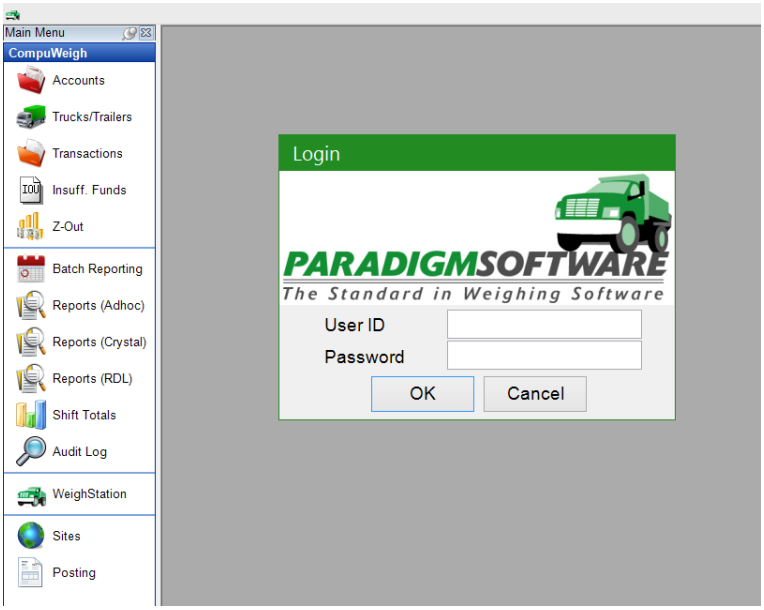
- Single screen design for ease of use and learning.
- Direct flow meter interface.
- Direct scale interface.
    - Track up to 5 Gross Axle weights per transaction.
    - Track up to 5 Tare Axle weights per transaction.
    - Tare averaging for trucks.
    - Ability to view vehicle tare upon vehicle entry.
- Direct electronic cash drawer control.
- Flexible device set up.
- Ticketing.
- Fully customizable ticket design.
    - Ability to have multiple ticket layouts based on transaction type.
    - Ticket layout changes require no additional programming.
    - Ticket message capability (security controlled).
    - Inbound and/or Outbound Ticketing.
    - Supports up to four ticket printers.
- Supports different report printers.
- Log Printing.
- Simultaneous transaction log printing.
- Transaction log saved to file.
- Log messages.

- Full truck file editing capability (security controlled).
- Full account file editing capability (security controlled).
- Twelve-character alphanumeric truck/container and account numbers.
- Ability to track the Bill To Account, Hauling Account, Ship From Account and the Ship To Account. This allows for Broker and third-party transactions.
- Multiple automated inputs are optional (Barcodes, RF, Badge Support, etc.)
- Transactions.
- Inbound and Outbound transaction types.
- User definable transaction types.
- Over 150 procedural options for each transaction. This allows the end user to add new transactions or change a transaction option without additional programming.
- No set number of transaction types. Ability to have as many or as few transaction types as the site requires.
- Unlimited Hold file for incomplete transactions.
- Fees.
- Bill by Vehicle/Container Type, Material Type, Origin Type, Destination Type, or one of five user definable types.
- Unit of Measure includes: Tons, Pounds, Gallons, Quantity, Flat Fee, Cubic Yards, Cubic Meters, Kilograms, Each, Quart, Cubic Feet, Can, Bales, Day, Week, Month, Year, Not Applicable.
- Taxes.
- System wide Tax Rate.
- Billing Commodity Specific Tax Rate Override.
- No Tax Account Status.
- Tax changes on the fly (security controlled).
- Special Surcharges.
- Ability to choose up to ten, from list of up to 32,000, additional surcharge fees per transaction.
- Master Rate Tables.
- Billing Account Specific Rate Tables. Master price modifiers include, =, +, -, * and /.
- Rate changes on the fly (security controlled).
- Support for Rates down to 1/1000th of a cent.
- Minimum fees based on commodity entry.
- Multiple incoming materials (up to ten) per transaction.
    - Ability to Track/Edit each materials Rate, Tip Fee, Tax Rate, Tax Percentage, Volume/Quantity, Weight, and Unit of Measure.
- Daily customer or material specific limits.
- Virtually unlimited of user definable payment options (cash, check, credit card, coupon, prepaid, charge, no tip).
- Virtually unlimited of user definable material types.
- Virtually unlimited of user definable origin types.
- Virtually unlimited of user definable vehicle types.
- Virtually unlimited of user definable destination types.

- Five user definable table types.
- Real time Billing Account credit check.
- Real time Billing Account account balance.
- Transaction/Ticket number control.
- Many levels of security per program and security within each program.
- Including menu/option level.
- On line totals to any station:
- User definable real-time totals.
- Voiding of transactions with log print out.
- Reprints of transactions.
- Manual transactions (security controlled).
- On-line hyper link help.
- Multi-user system.
- Multi-site and Multi-company capability:
- Ability to have transactions separated based on Site or Company.
- User definable report layouts.
- User definable closeout procedure.
- Ability to have all items of a transaction defaulted from either the transaction type or the truck/trailer file.
- Purchase Order number field.
- **Note field** (prints on ticket and is saved with transaction).
- Set table default overrides for the day (all inbound materials may go to a specified grid location for the entire day).

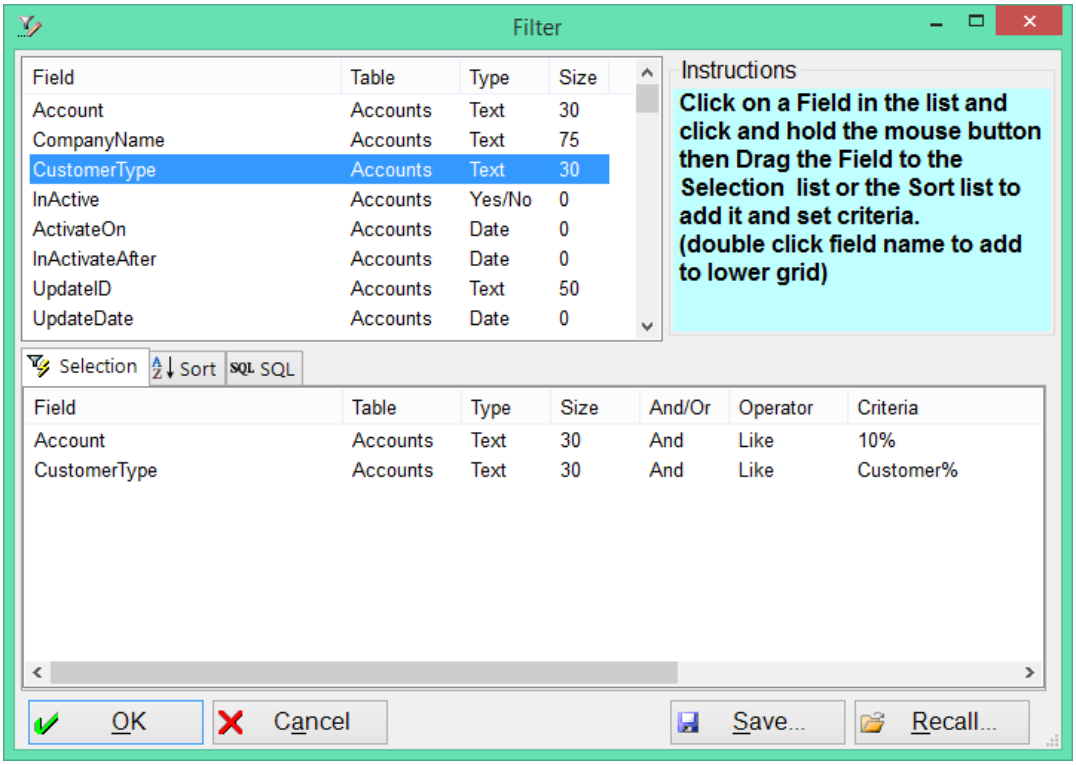
4.4.10.3 The CompuWeigh™ System

The primary features of the proposed CompuWeigh™ System are presented as follows. The CompuWeigh™ System has three edit windows, Account Edit, Truck/Vehicle Edit, and Transaction Edit. All edit programs share various system features. Because they share features and the use of the Microsoft® Windows Operating System; once the user is comfortable with one edit window, they can easily use the others. The only difference between the features is the fields that make up the particular database. The password protected desktop metaphor allows for dragging all CompuWeigh™ screens aside while running to multitask and do other operations.

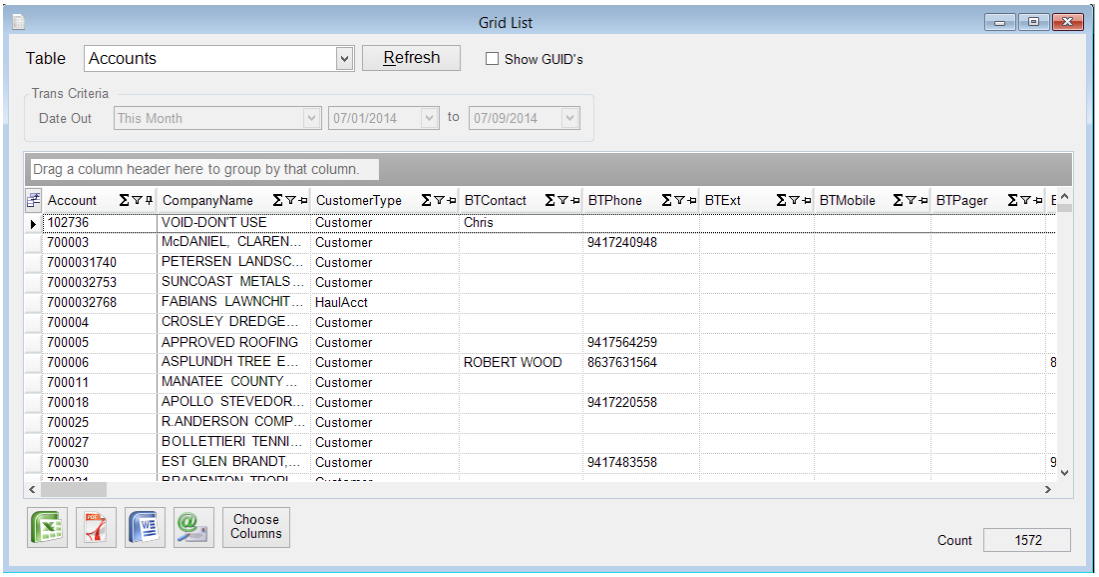


All edit windows share the same set of file access buttons. Moving through the file is simple and common across the programs. Note the standard database icons. Briefly holding the mouse over each button displays bubble help.

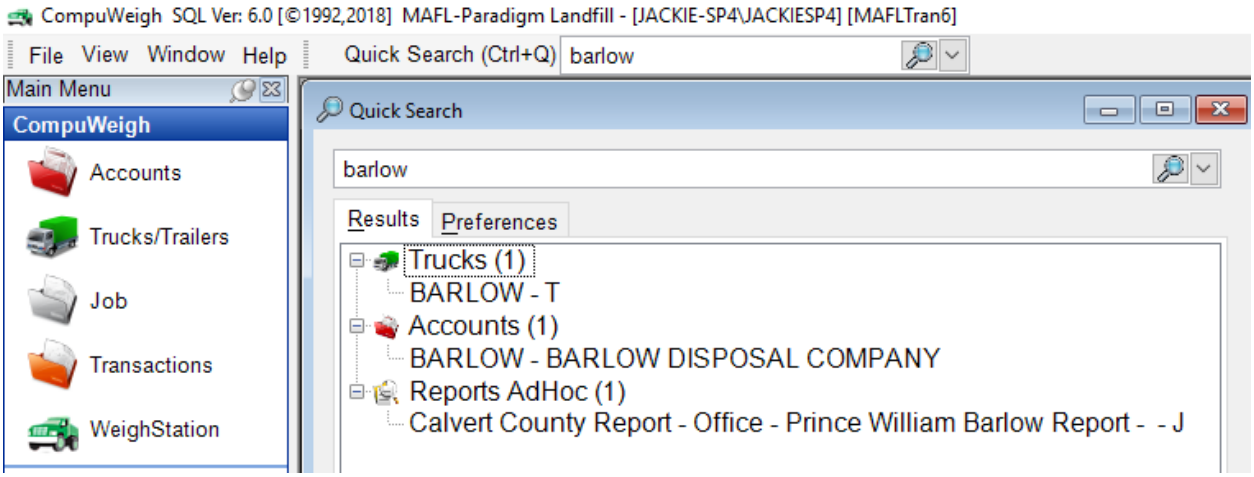
All edit windows support powerful filtering. This allows the user to search for any string of data in a file such as a date, a price, an account or a string of characters. The user can put all of the matches into a single list and then view the matches one by one.



Each edit window offers a unique list window. This window allows the user to view the data in a concise manner where each record occupies a line in the list. The user can select a record from the list and bring it to a full editing window, by simply clicking on that record with the mouse.



Quick Search
The CompuWeigh™ System comes standard with a Quick Search feature that will place virtually all data right at your fingertips. Simply type in the information you are looking for and the system will search the database to find where that information is located. In the example below, we searched for the word 'barlow'. The results are shown below the quick search and it found a truck, account and a report that contained the word 'barlow'. This feature will also search system settings with appropriate user rights.



Database Processing Features
The CompuWeigh™ System supports an extensive array of functions. The list of program features is as follows.

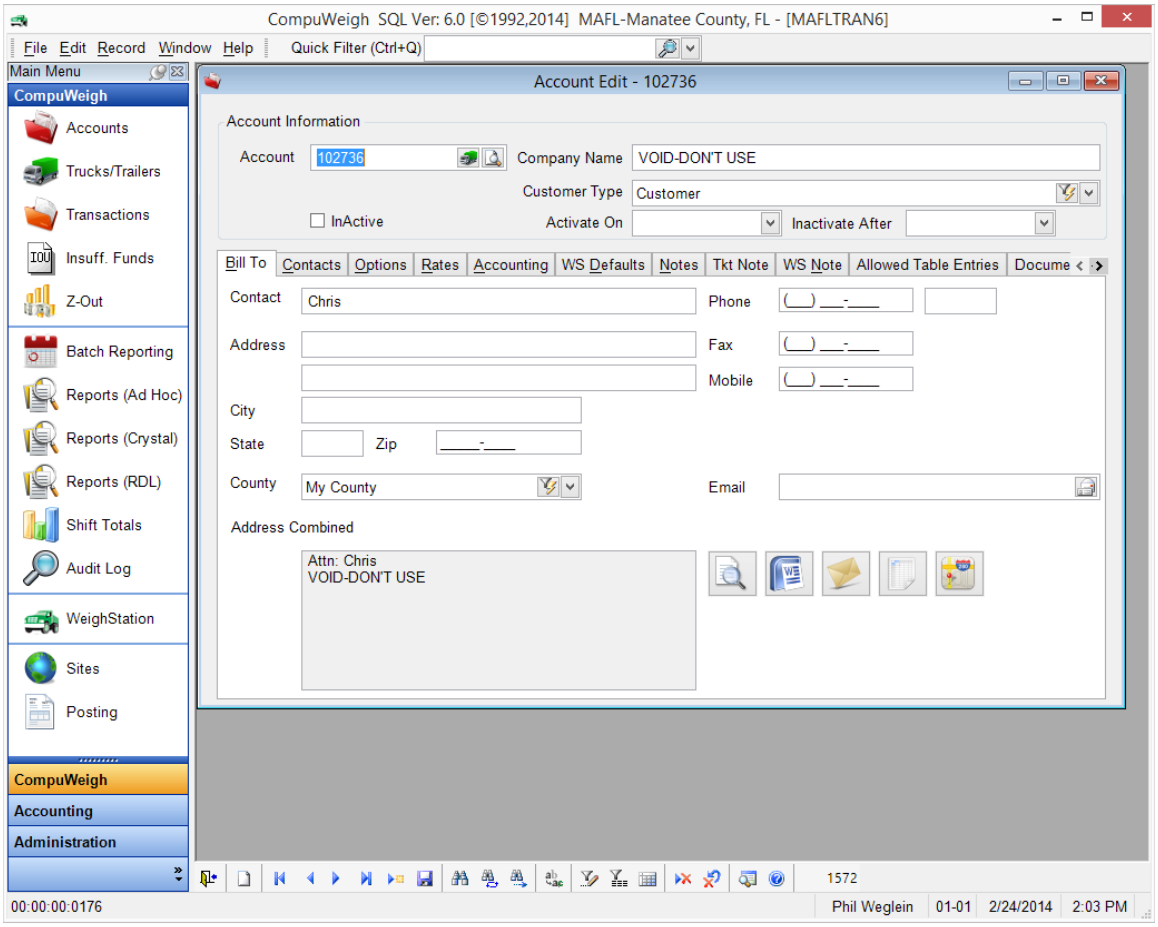
Edit Programs (Account Edit, Truck Edit, Transaction Edit)

- Common design across all programs.
- Edit or browse mode (security controlled).
- Transaction Edit through a separate program.
- User definable reports in any unit.
- User definable origin reports.
- User definable generator reports.
- User definable waste type reports.
- User definable destination reports.
- User definable Time of Day and Day of Month reports.
- User definable transaction type reports.
- User definable payment type reports.
- User definable cash drawer closeout reports.
- All reports are exportable to ASCII, word processor or spreadsheet.
    - Data can be exported to Microsoft® Excel and then saved to Dbase or another format.
- Undelete the previously deleted record.
- Comprehensive find capability.
- On line hyperlink help.
- Multi-user system.

- Multi-site and multi-company capability.
- Many levels of security per program and security within each program.

4.4.10.4 Account Edit

The Account Edit window is used to maintain the **customer database**.

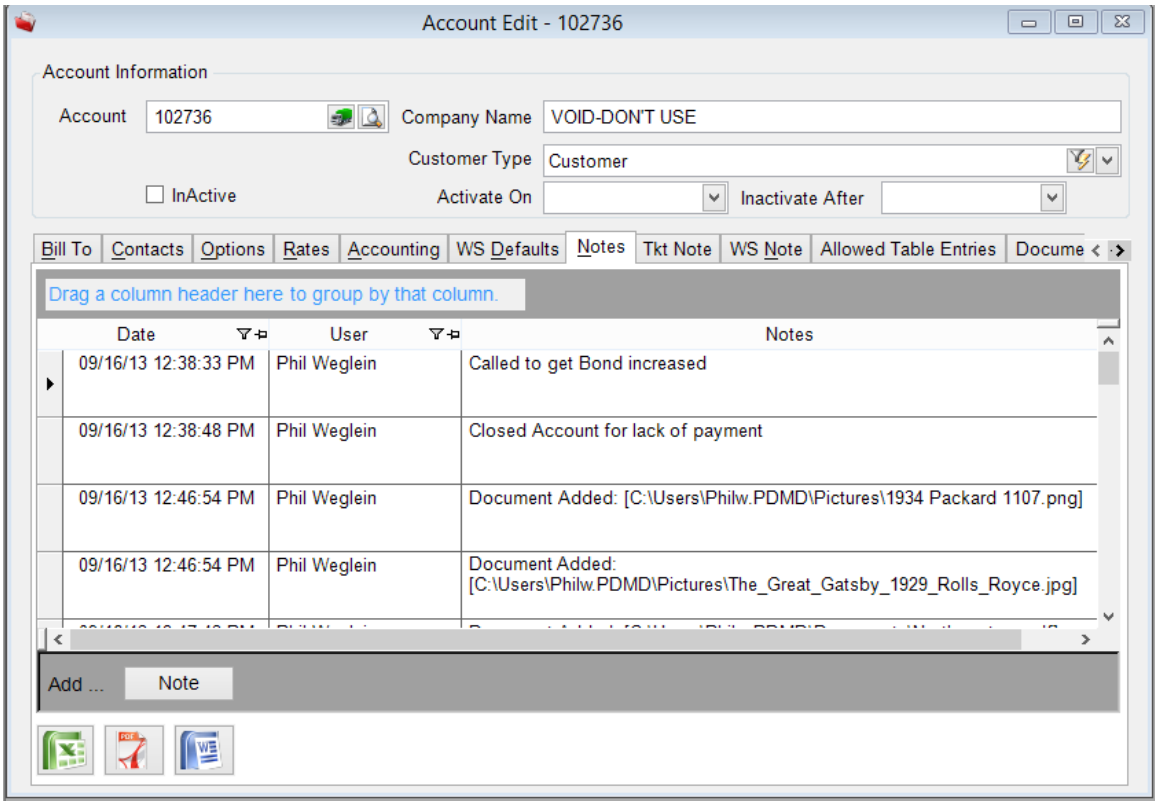


Some of the Account Edit Features include:

- Standardized user interface across all data edit forms
- Unlimited Contacts
- Account Specific Rates
- Defaulting based
    - Account, Site Code, Inbound vs. Outbound and Special Fees
    - Truck, Site Code, Inbound vs. Outbound and Special Fees
    - Site Code, Inbound vs. Outbound and Special Fees
    - Rate Table, Site Code, Inbound vs. Outbound and Special Fees
    - Transaction Type, Site Code, Inbound vs. Outbound and Special Fees
- Account and truck specific ticket notes

- Account and truck specific WeighStation notes which can remind the operator about specific reminders. Includes activation and deactivation dates and completed checkbox.
- Allowed Table Entries Tab: Allowed limiting table entries at the scale house
  - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Allowed Accounts Tab
  - Allowed limiting bill account or haul account at the scale house.
    - Based on Account, Truck, Transaction, Table Entry (Material, Origin etc.), Site
- Documents Tab
  - Allows storing documents with an account, truck, and site.
    - For example, PDF bond documents or scanned signed LOA's.
  - Simple drag and drop functionality
- Transaction Tab
  - Shows a quick view of transaction data for an account or truck with full grouping and sub totaling capabilities

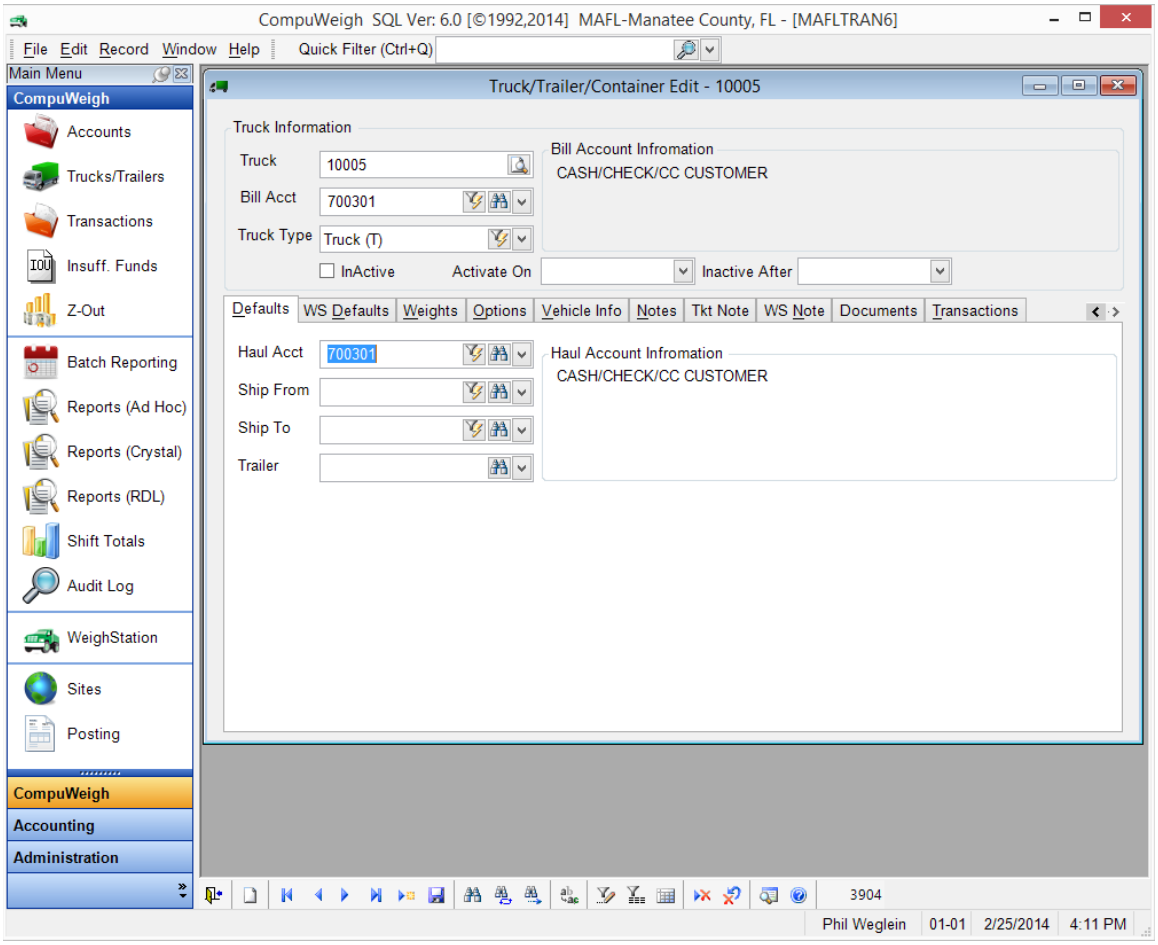
Notes Tab



- Unlimited Notes Table with data time of each Note

4.4.10.5 Truck Edit

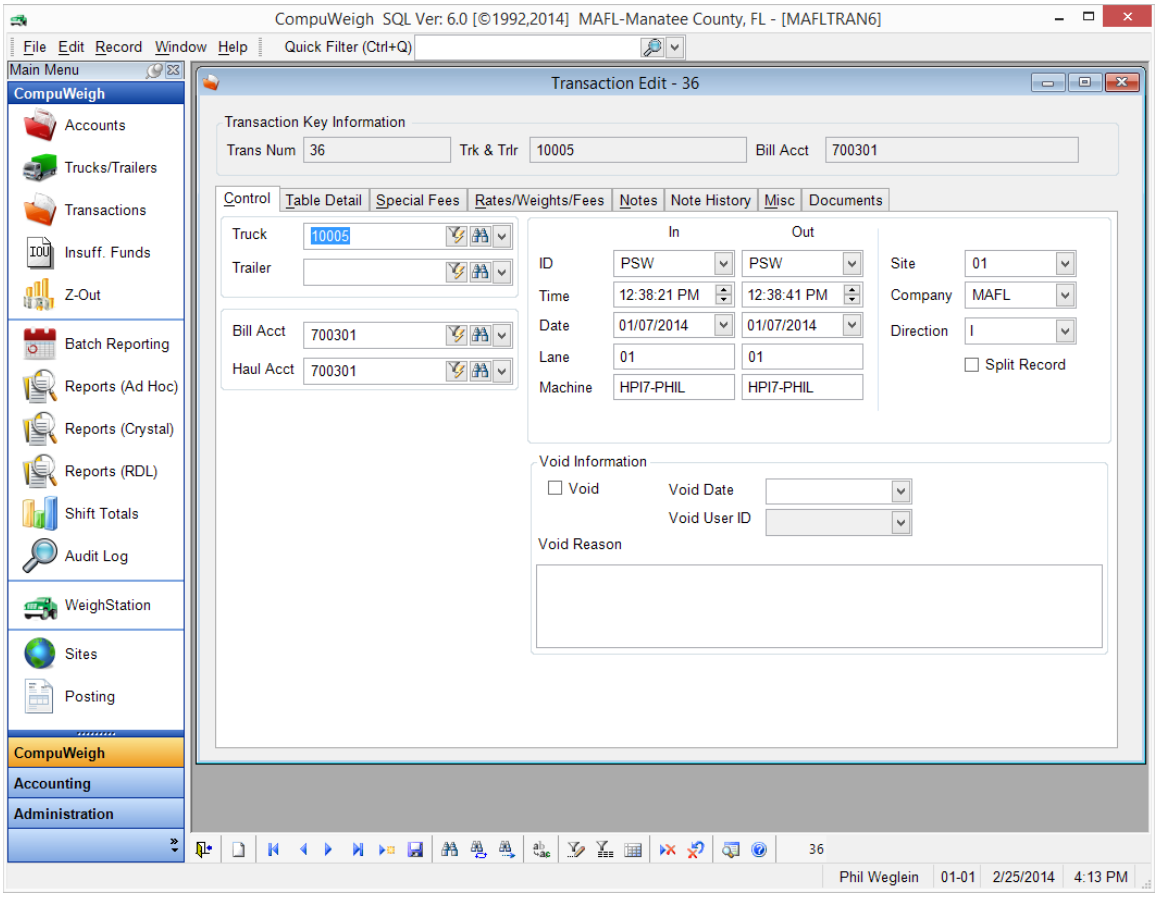
The Truck Edit window is used to maintain the **vehicle database**.



The Truck Edit window includes all of the functionality as the Account Edit window. This allows the user to set up default information for each truck, such as the most common type of material the truck brings to the facility, the material origin, the tare weight, etc. This means that when the truck enters the facility and the scale house operator retrieves the truck information from the Truck File, all of the default information is passed into the WeighStation program for the operator to review. Leaving information blank in the Truck File will force the operator to enter the information at the time of the transaction.

4.4.10.6 Transaction Edit

The Transaction Edit window is used to maintain the **transaction database**.

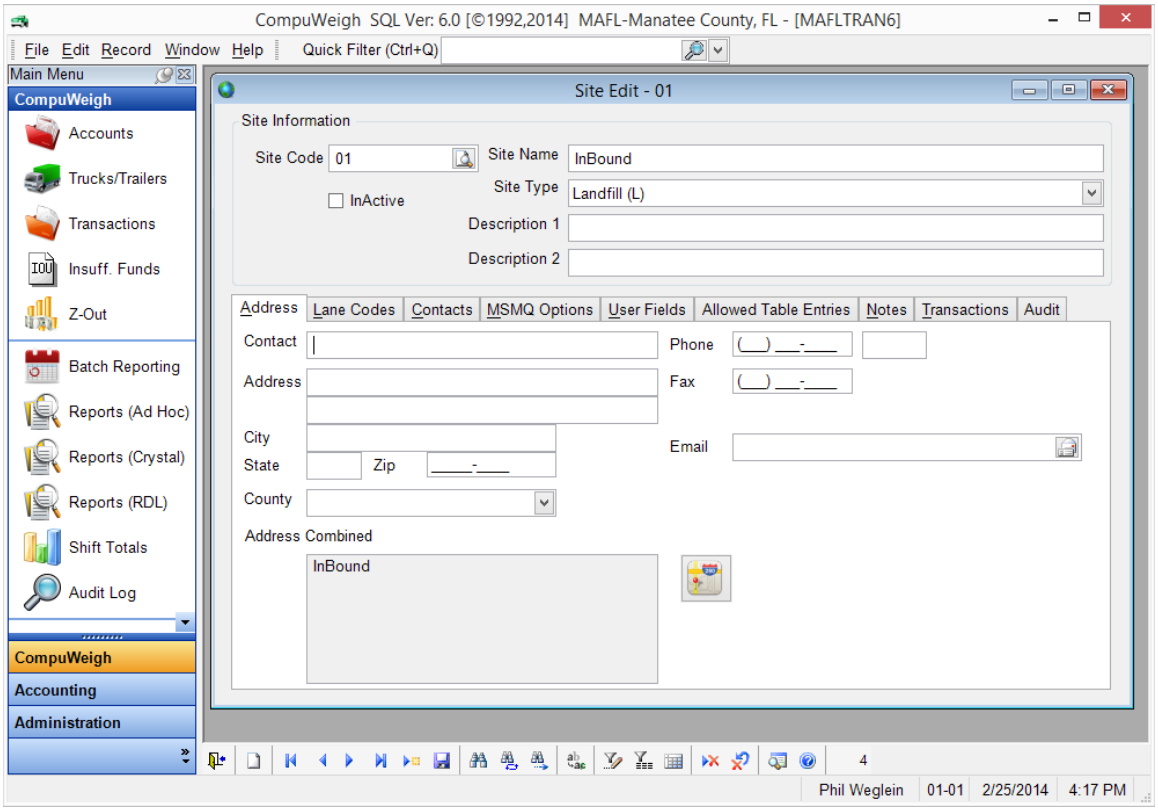


The Transaction Edit window gives the user full control over the transaction database. Allowing the user to view and edit historical transaction records.

Some of the Transaction Edit Features include:

1. Complete editing of tickets based on user rights with complete auditing.
2. Reprint and email tickets
3. Unlimited split materials
4. Unlimited special fees
5. Note History to keep track of dated notes about a transaction
6. Documents tab allows saving addition files with a transaction. For example, pictures of the load

4.4.10.7 Site Edit



- Allows storing all site related options and information. Includes all the same functionality of the other edit forms.

4.4.10.8 Audit Logs

There are five primary logs maintained by CompuWeigh Version 6.

1. Transaction Log
    a. Stores data about a transaction during the processing of the vehicle in the scale house.
    b. Stores important information when the transaction is placed in the hold table.
    c. Stores completed information when the transaction is finished and the final data is written to the primary Transaction tables.
2. Event Log
    a. Stores any important information about user actions in the system.
    b. Partial list of Events Tracked
        i. CompuWeigh Started
        ii. CompuWeigh Exited
        iii. CompuWeigh Login
        iv. CompuWeigh LogOut
        v. WeighStation Started
        vi. WeighStation SpecialFeesModified

vii. WeighStation ClearScreen
viii. WeighStation GetWeightKeyUsed
ix. WeighStation Reset TransactionNumber
x. WeighStation ModeChange
xi. WeighStation Transaction Note Changed
xii. WeighStation RuleViolation
xiii. WeighStation RuleResult
xiv. WeighStation Exited
xv. LOA Used
xvi. Reprint Ticket
xvii. Report Run
xviii. Report Changed
xix. Batch Report Run
xx. Batch Report Changed

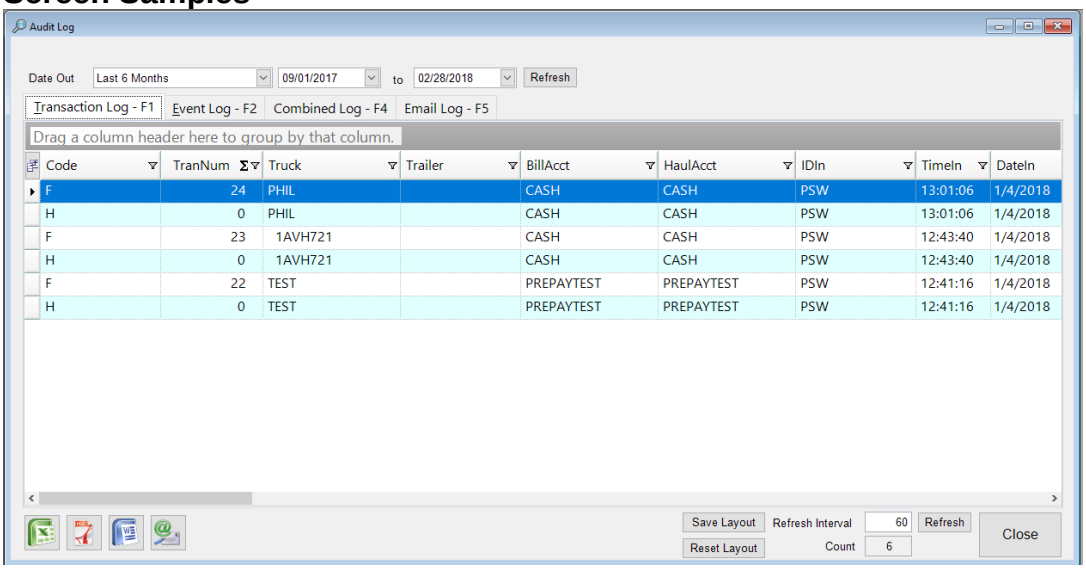
c. There are currently 121 events which can be tracked in the Event Log table. The customer can select which events to track. New events can be added as needed to suit customer requests.
d. The log events are sent via MSMQ to a central repository at the main office of the customer.

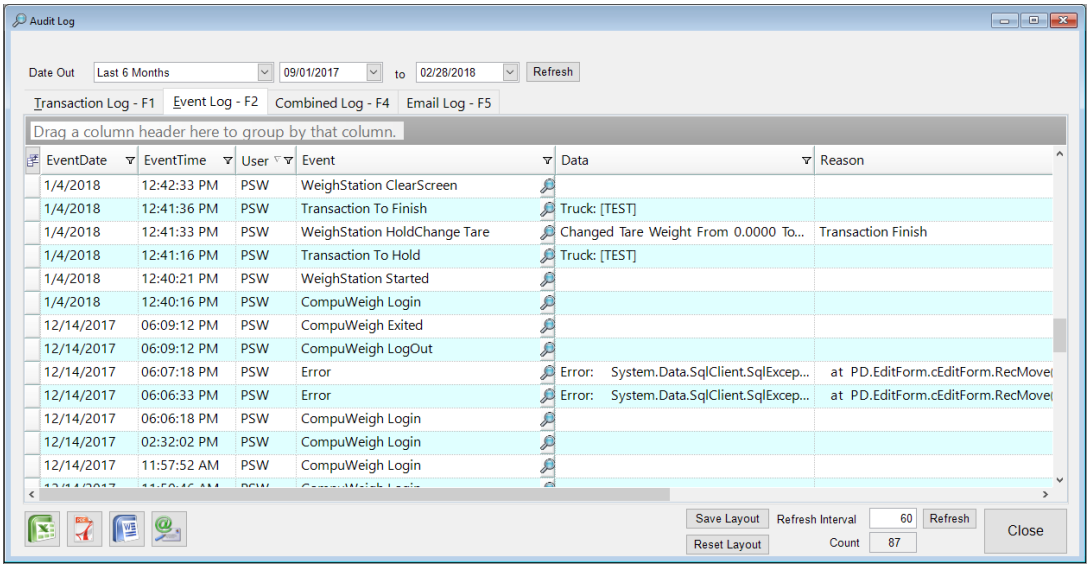
3. Health Log
    a. Stores information about the health of the software and the sites.
    b. Transaction Count by day by site
    c. Errors – If any .NET errors occur they will be stored in this log
    d. Event Log counts by day by site
    e. Database Health
        i. Size of the MDF and LDF files
        ii. Index Fragmentation
        iii. SQL Version
        iv. Hard drive free space
    f. CompuWeigh Windows Services
        i. Which services are running
    g. MSMQ Health
        i. Queue Status
    h. CompuWeigh versions
        i. List of versions of software installed at sites
4. Email Log
    a. Maintains a list of emails that were automatically sent by the system.
5. WeighPay Log
    a. Stores events related to electronic payment processing, such as Credit, Debit, and Check payments, and related functions.
        i. Partial list of events tracked
            1. Check Encryption Keys
            2. Void Raw Request
            3. Begin MiddleWare Process
            4. Application Shutdown
            5. Sale Raw Response

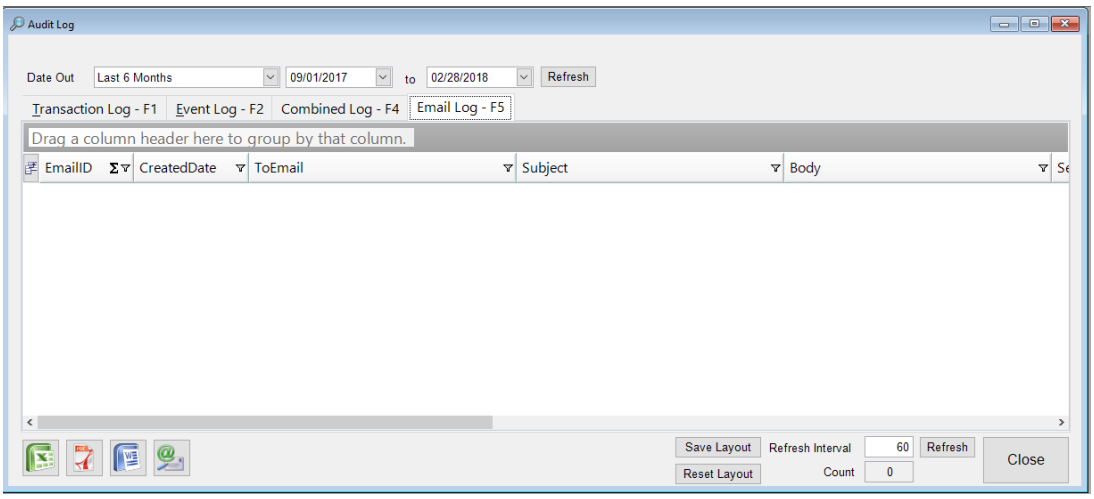
6. MiddleWare Process Complete
7. Installation
8. MiddleWare Process Error
9. MiddleWare Response
10. Authorization Raw Request
11. Authorization Raw Response
12. Debug
13. Force Raw Response
14. SignatureCapture Raw Response
15. Logging
16. FullAuthorizationReversal Raw Request
17. User Access
18. User Update
19. Check User Right
20. Void Raw Response
21. Administrative Action
22. Refund Raw Response
23. FullAuthorizationReversal Raw Response
24. Application Startup
25. SignatureCapture Raw Request
26. Refund Raw Request
27. Sale Raw Request
28. Sale Response
29. Force Raw Request

The following page displays a few screen samples of these features.

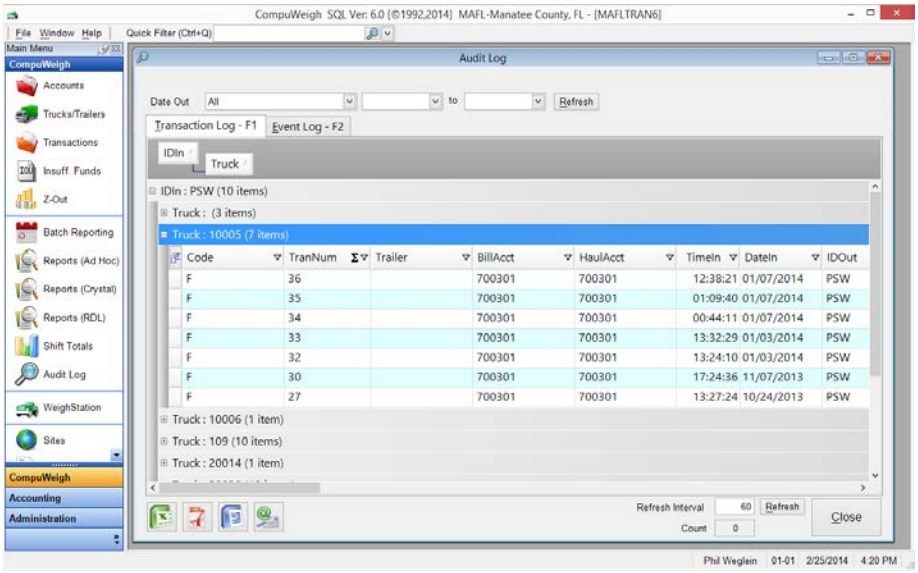
Screen Samples



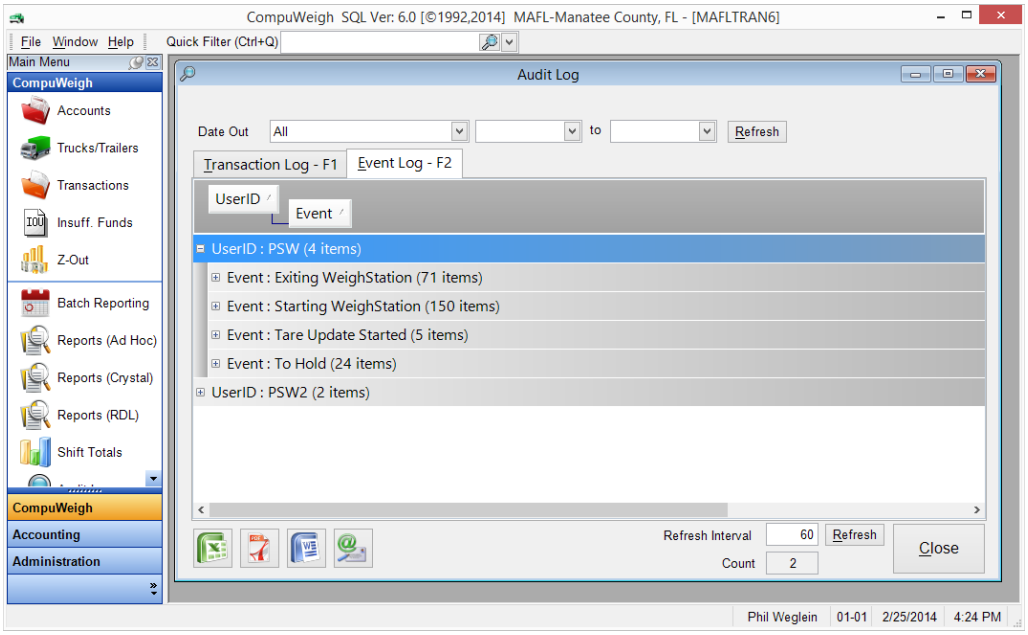




Within the system there is a log that tracks the activity.



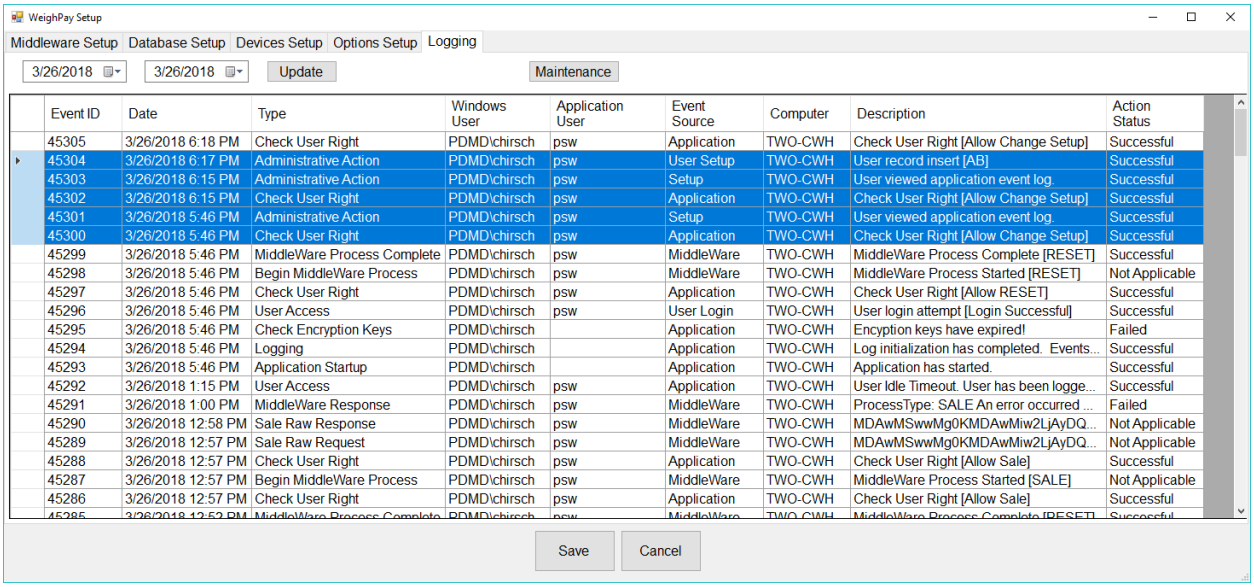
- All logged events are stored in database tables. This allows for unlimited reporting capabilities. All data viewed in grids can be exported to Excel, PDF, Word formats and emailed in the same formats.



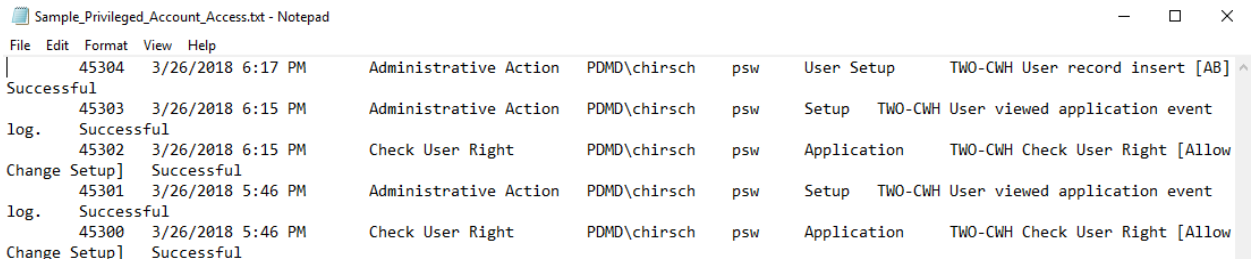
- If using the message queuing option, the office personnel can view scale house transactions and events in near real time.

Security Activity Event Logs

The following is an example of the Security Activity Event Log and sample Security Activity Event Log text file.

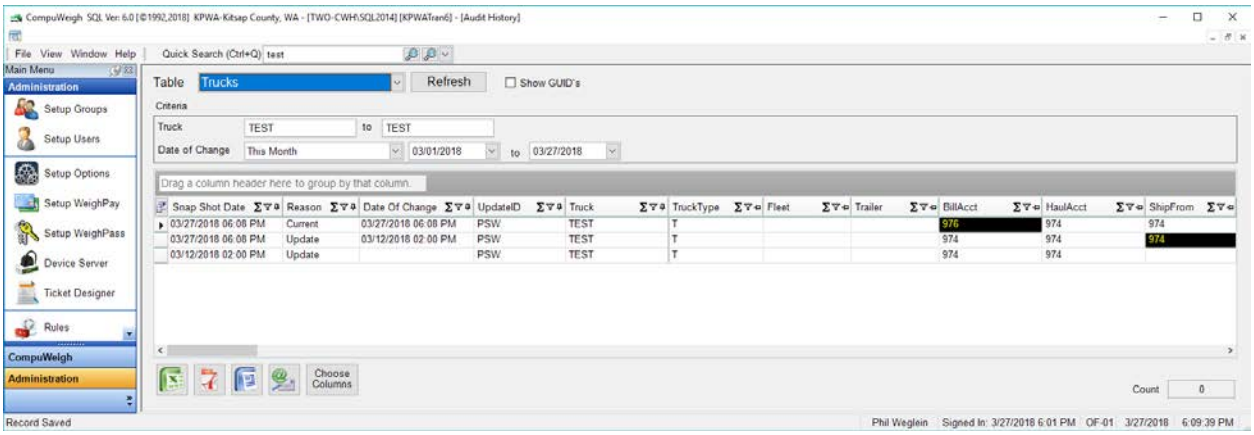


Event ID	Date	Type	Windows User	Application User	Event Source	Computer	Description	Action Status
45305	3/26/2018 6:18 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45304	3/26/2018 6:17 PM	Administrative Action	PDMD\chirsch	psw	User Setup	TWO-CWH	User record insert [AB]	Successful
45303	3/26/2018 6:15 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45302	3/26/2018 6:15 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45301	3/26/2018 5:46 PM	Administrative Action	PDMD\chirsch	psw	Setup	TWO-CWH	User viewed application event log.	Successful
45300	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Change Setup]	Successful
45299	3/26/2018 5:46 PM	MiddleWare Process Complete	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Complete [RESET]	Successful
45298	3/26/2018 5:46 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [RESET]	Not Applicable
45297	3/26/2018 5:46 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow RESET]	Successful
45296	3/26/2018 5:46 PM	User Access	PDMD\chirsch	psw	User Login	TWO-CWH	User login attempt [Login Successful]	Successful
45295	3/26/2018 5:46 PM	Check Encryption Keys	PDMD\chirsch		Application	TWO-CWH	Encyption keys have expired!	Failed
45294	3/26/2018 5:46 PM	Logging	PDMD\chirsch		Application	TWO-CWH	Log initialization has completed. Events...	Successful
45293	3/26/2018 5:46 PM	Application Startup	PDMD\chirsch		Application	TWO-CWH	Application has started.	Successful
45292	3/26/2018 1:15 PM	User Access	PDMD\chirsch	psw	Application	TWO-CWH	User Idle Timeout. User has been logge...	Successful
45291	3/26/2018 1:00 PM	MiddleWare Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	ProcessType: SALE An error occurred ...	Failed
45290	3/26/2018 12:58 PM	Sale Raw Response	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45289	3/26/2018 12:57 PM	Sale Raw Request	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MDAwMSwwMg0KMDAwMiw2LjAyDQ...	Not Applicable
45288	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful
45287	3/26/2018 12:57 PM	Begin MiddleWare Process	PDMD\chirsch	psw	MiddleWare	TWO-CWH	MiddleWare Process Started [SALE]	Not Applicable
45286	3/26/2018 12:57 PM	Check User Right	PDMD\chirsch	psw	Application	TWO-CWH	Check User Right [Allow Sale]	Successful



Truck Edit Logs

The following is an example of the Truck Edit Log and sample Truck Edit Log in an Excel spreadsheet. This type of log is available for numerous tables within CompuWeigh 6. The screenshot is just a sample of the data in the table as to provide the entire row (in excess of 60 fields) would not be visible in a screenshot.



	A	B	C	D	E	F	G	H	I	J	K
1	Snap Shot Date	Reason	Date Of Change	UpdateID	Truck	TruckType	Fleet	Trailer	BillAcct	HaulAcct	ShipFrom
2	3/27/2018 18:08	Current	3/27/2018 18:08	PSW	TEST	T			976	974	974
3	3/27/2018 18:08	Update	3/12/2018 14:00	PSW	TEST	T			974	974	974
4	3/12/2018 14:00	Update		PSW	TEST	T			974	974	

History Schema

The CompuWeigh system can store an unlimited amount of data changes in a SQL Server History Schema.

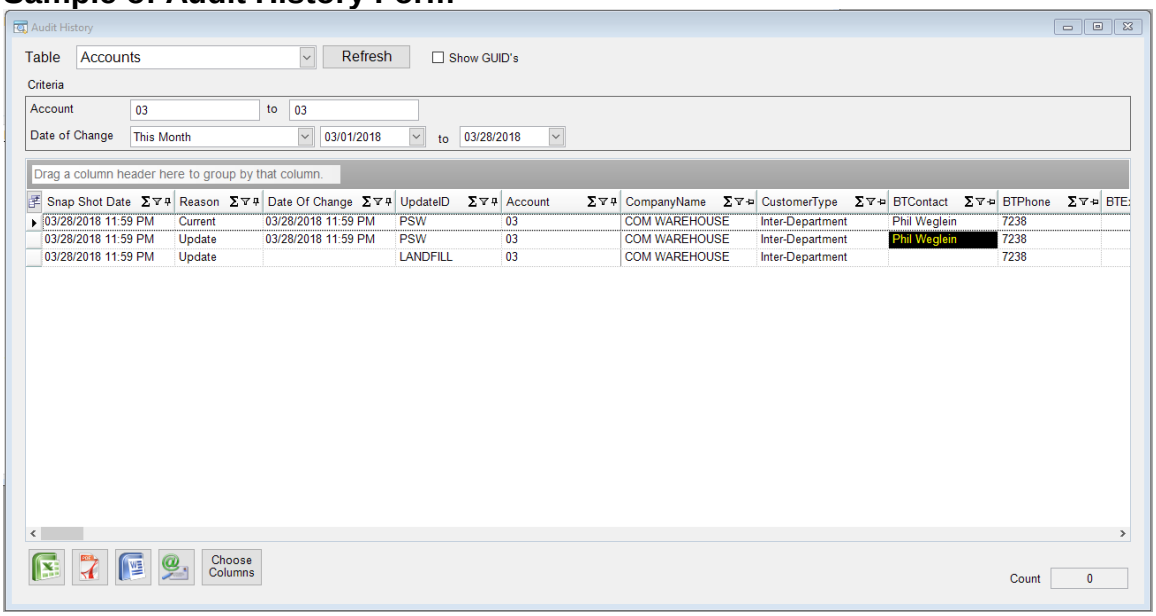
Tables that are mirrored in the History schema contain exact copies of the underlying records during all changes to the data. This allows an unlimited audit trail of data changes.

All changes are written to the mirrored tables using SQL Triggers.

Sample list of Tables in the History Schema:

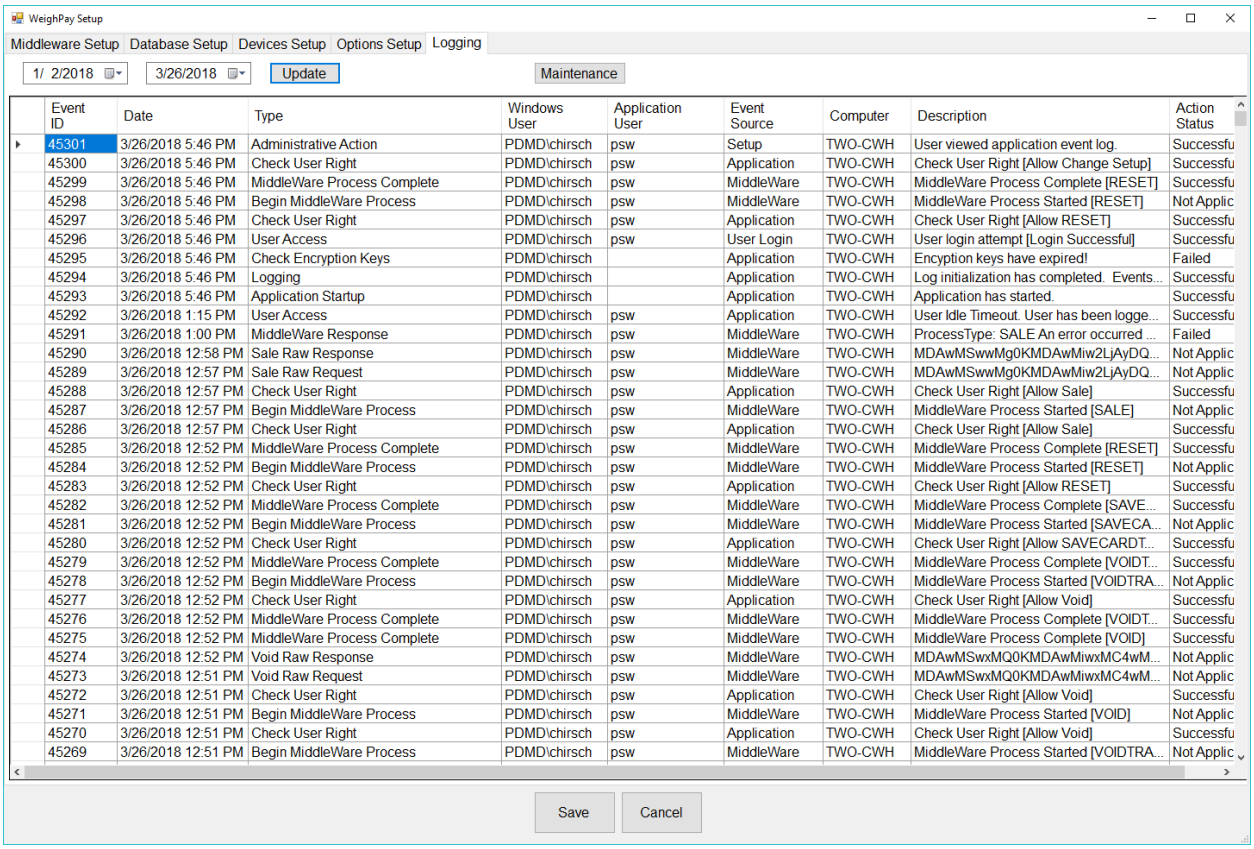
- History.Accounts
- History.AccountsDefaultFields
- History.ChangeLogV5
- History.Devices
- History.Jobs
- History.JobsDefaultFields
- History.JobsDetail
- History.IulNlValues
- History.Rates
- History.RatesDefaultFields

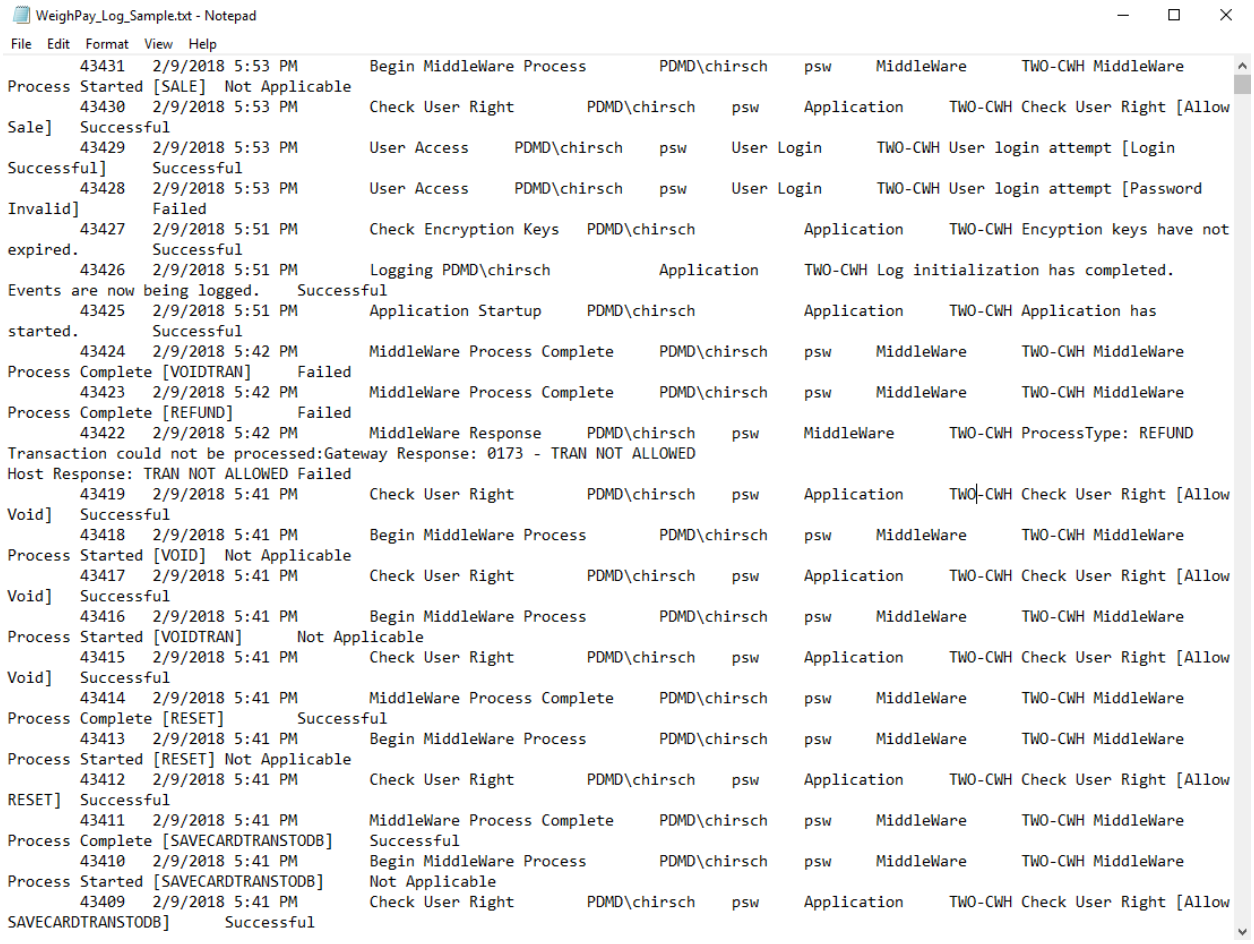
Sample of Audit History Form



WeighPay Logs

The following is an example of the WeighPay Log and sample WeighPay Log text file that are available with the purchase and implementation of the optional WeighPay Module.



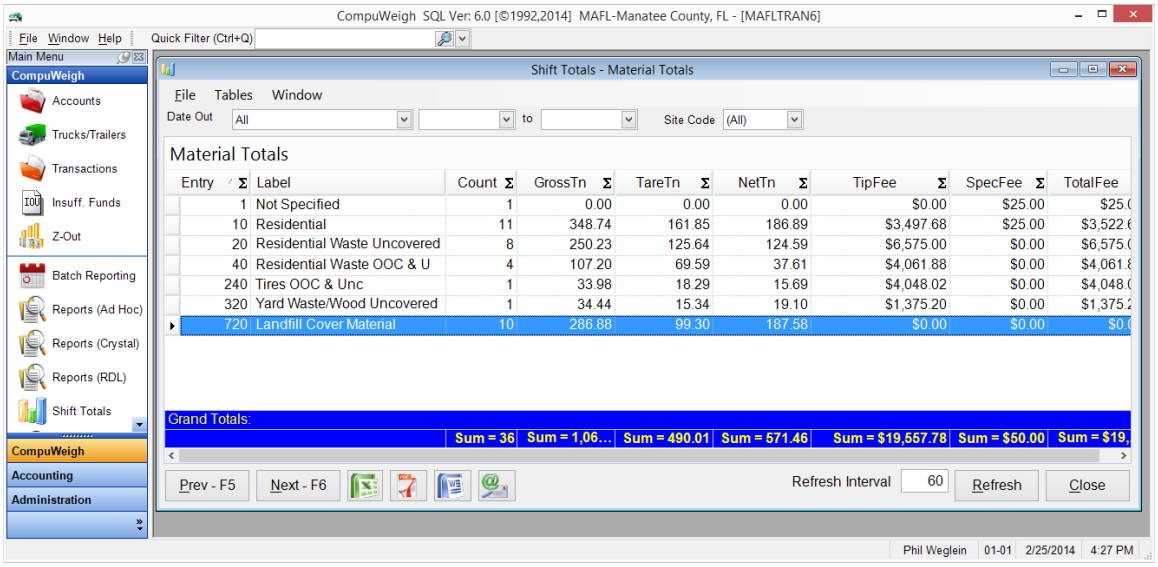


WeighPay_Log_Sample.txt - Notepad

File Edit Format View Help

```
        43431   2/9/2018 5:53 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [SALE]  Not Applicable
        43430   2/9/2018 5:53 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Sale]   Successful
        43429   2/9/2018 5:53 PM        User Access     PDMD\chirsch    psw     User Login      TWO-CWH User login attempt [Login
Successful]     Successful
        43428   2/9/2018 5:53 PM        User Access     PDMD\chirsch    psw     User Login      TWO-CWH User login attempt [Password
Invalid]        Failed
        43427   2/9/2018 5:51 PM        Check Encryption Keys   PDMD\chirsch            Application     TWO-CWH Encyption keys have not
expired.        Successful
        43426   2/9/2018 5:51 PM        Logging PDMD\chirsch            Application     TWO-CWH Log initialization has completed.
Events are now being logged.    Successful
        43425   2/9/2018 5:51 PM        Application Startup     PDMD\chirsch            Application     TWO-CWH Application has
started.        Successful
        43424   2/9/2018 5:42 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [VOIDTRAN]     Failed
        43423   2/9/2018 5:42 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [REFUND]       Failed
        43422   2/9/2018 5:42 PM        MiddleWare Response     PDMD\chirsch    psw     MiddleWare      TWO-CWH ProcessType: REFUND
Transaction could not be processed:Gateway Response: 0173 - TRAN NOT ALLOWED
Host Response: TRAN NOT ALLOWED Failed
        43419   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43418   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [VOID]  Not Applicable
        43417   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43416   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [VOIDTRAN]      Not Applicable
        43415   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
Void]   Successful
        43414   2/9/2018 5:41 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [RESET]        Successful
        43413   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [RESET] Not Applicable
        43412   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
RESET]  Successful
        43411   2/9/2018 5:41 PM        MiddleWare Process Complete     PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Complete [SAVECARDTRANSTODB]    Successful
        43410   2/9/2018 5:41 PM        Begin MiddleWare Process        PDMD\chirsch    psw     MiddleWare      TWO-CWH MiddleWare
Process Started [SAVECARDTRANSTODB]     Not Applicable
        43409   2/9/2018 5:41 PM        Check User Right        PDMD\chirsch    psw     Application     TWO-CWH Check User Right [Allow
SAVECARDTRANSTODB]      Successful
```

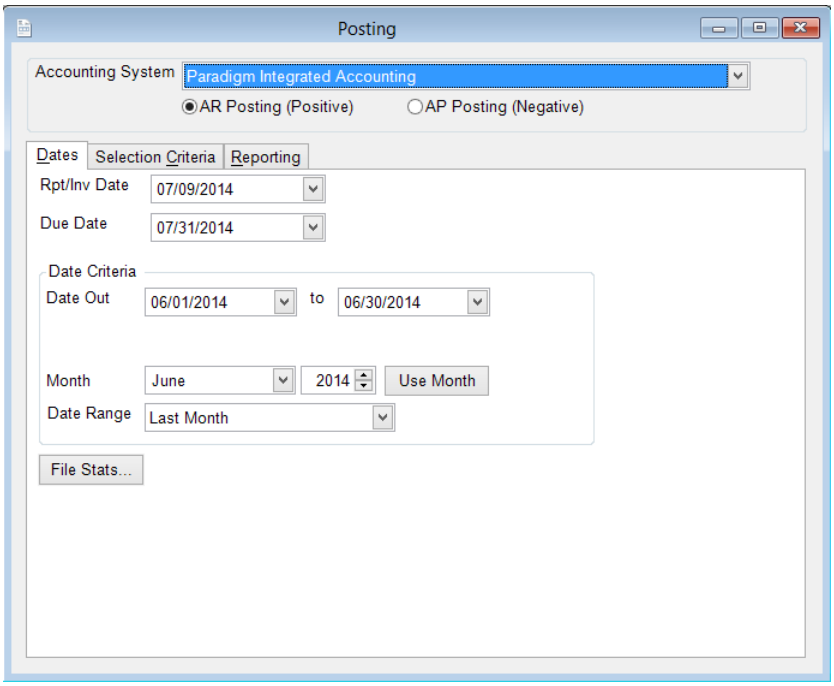
4.4.10.9 Shift Totals



- View near real time or historical shift totals for all table groupings and custom totaling.
- Available Reports
    - Transaction Totals
    - Payments Totals
    - Vehicle Totals
    - Origin Totals
    - Material Totals
    - Destination Totals
    - Special Fee Totals
    - Hour of Day Totals
    - 1/2 Hour of Day Totals
    - Total By Truck
    - Total By Bill Acct
    - Day Of Month
    - WeekDay
    - Month of Year
    - Job Totals
    - Site Totals
    - Day of Year Totals
    - Week of Year Totals
    - Quarter of Year Totals
    - MT by OT Totals

4.4.10.10 Posting (Billing/Invoicing)

Once the data has been approved for billing, the Posting feature within CompuWeigh™ will allow the Customer to create and process their billings. The Posting window is a powerful and highly flexible part of the CompuWeigh™ System.



The user begins by choosing the date and account range for the invoicing run. Then they choose which of the several types of reports to include in the invoice and what information to include on the reports. The user decides what subtotals to include on the reports as well as remittance information for the invoice. As much or as little of this information can be defaulted so that user entry error is minimized.

The user can choose which payment types to include for invoicing. It can be one payment type (such as a charge payment type) or several if the site requires.

The Posting window allows the user to bill the customers and thus remove the need for cash from the operation at the scale house.

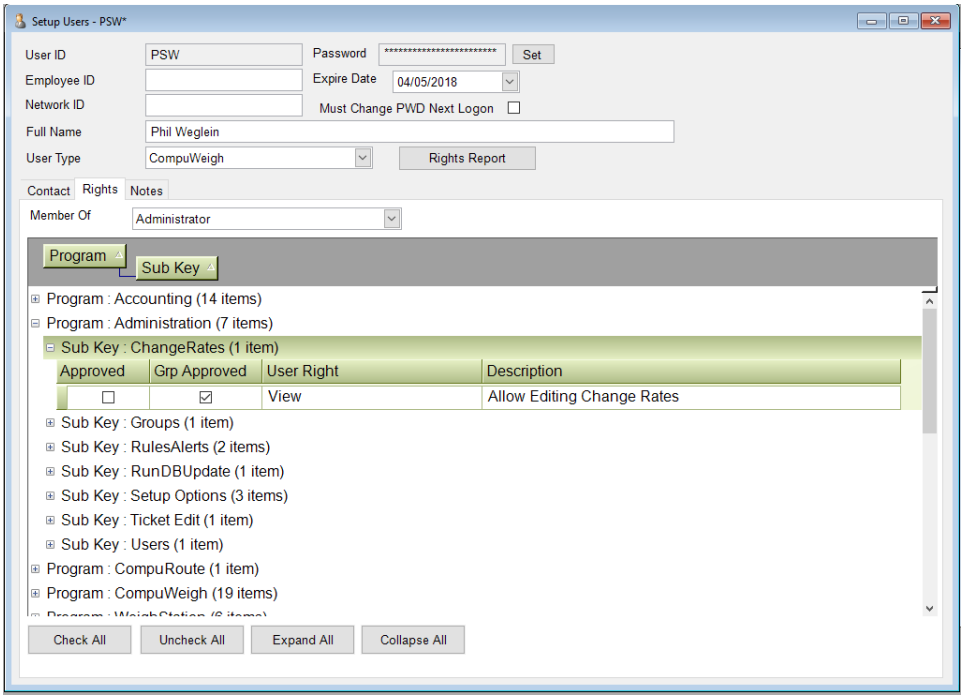
Posting Features:

- Third-party billing export capability.
- Special charges.
- Flexible, user definable rate tables.
- User definable billing ranges of account and billing periods.
- User definable invoices.
- On line hyperlink help.
- Multi-user, site and company capability.
- Many levels of security per program and security within each program.

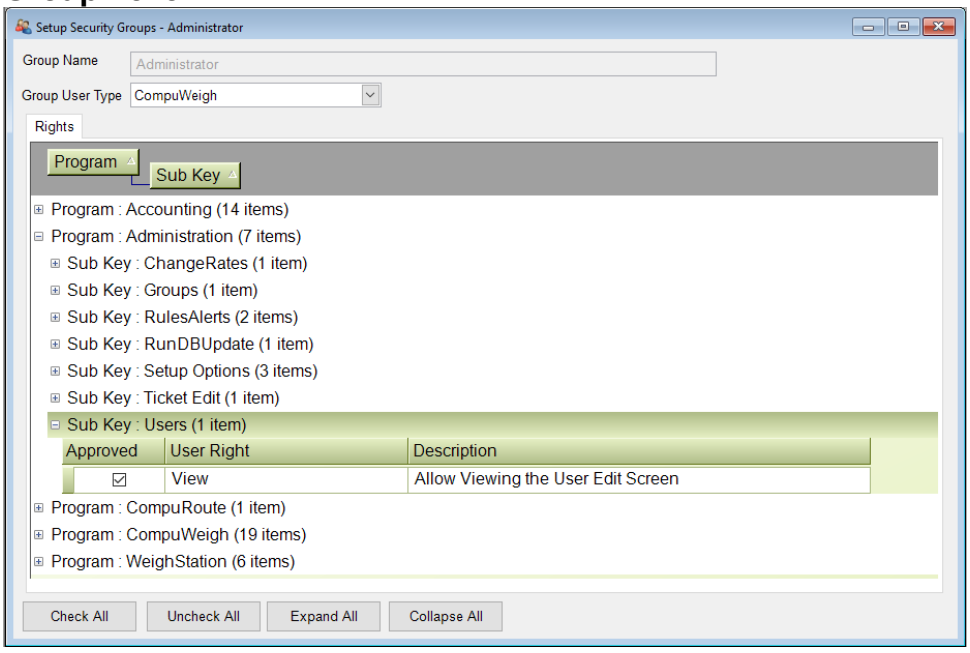
4.4.10.11 System Security

All security options within the CompuWeigh™ System can be enabled on a per user basis or on a group/role level as needed. The security options list can be expanded to meet additional customer's needs. Our system supports the "least privilege" principle.

User Level



Group Level



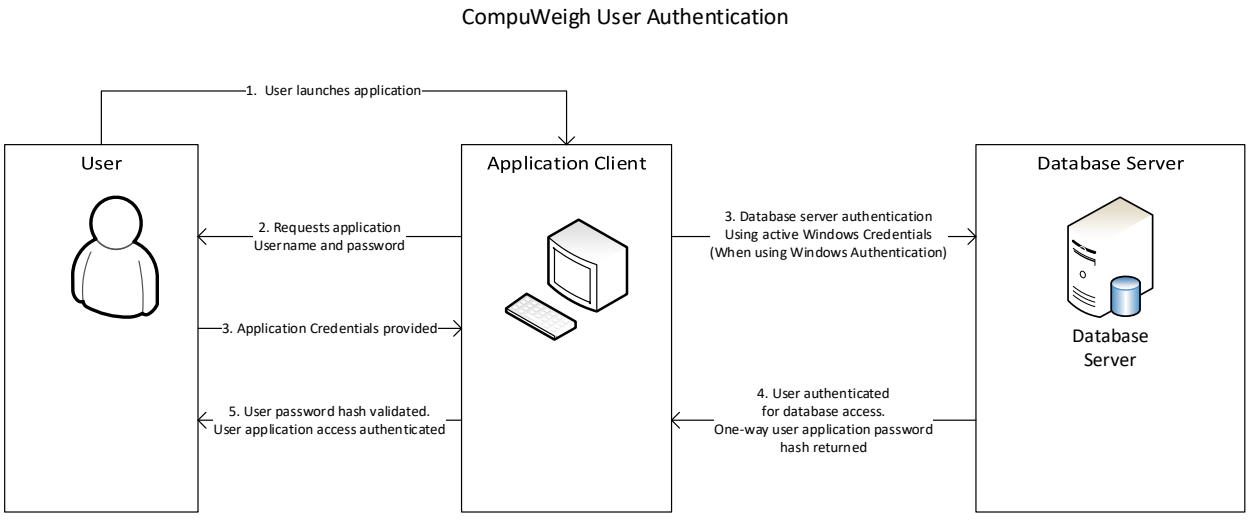
There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on customer requests.

CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation	Void	Void Own	Allow Operator to Void own Transactions

Many of these rights restrict other user from change other users reporting batches or report layouts.

User Authentication

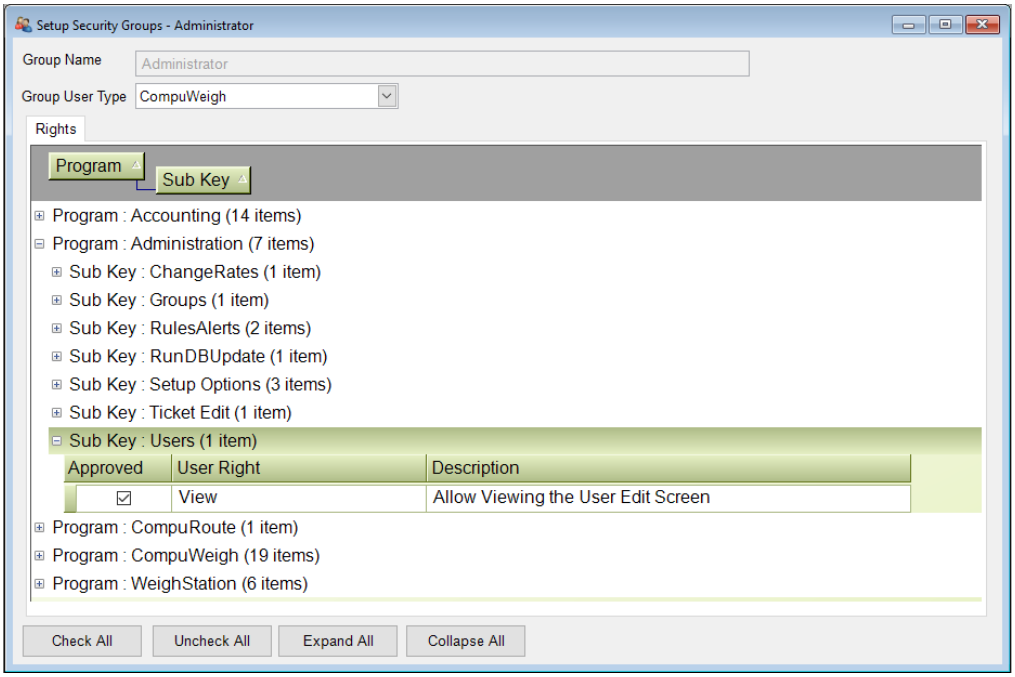
The following is a sample of CompuWeigh User Authentication.

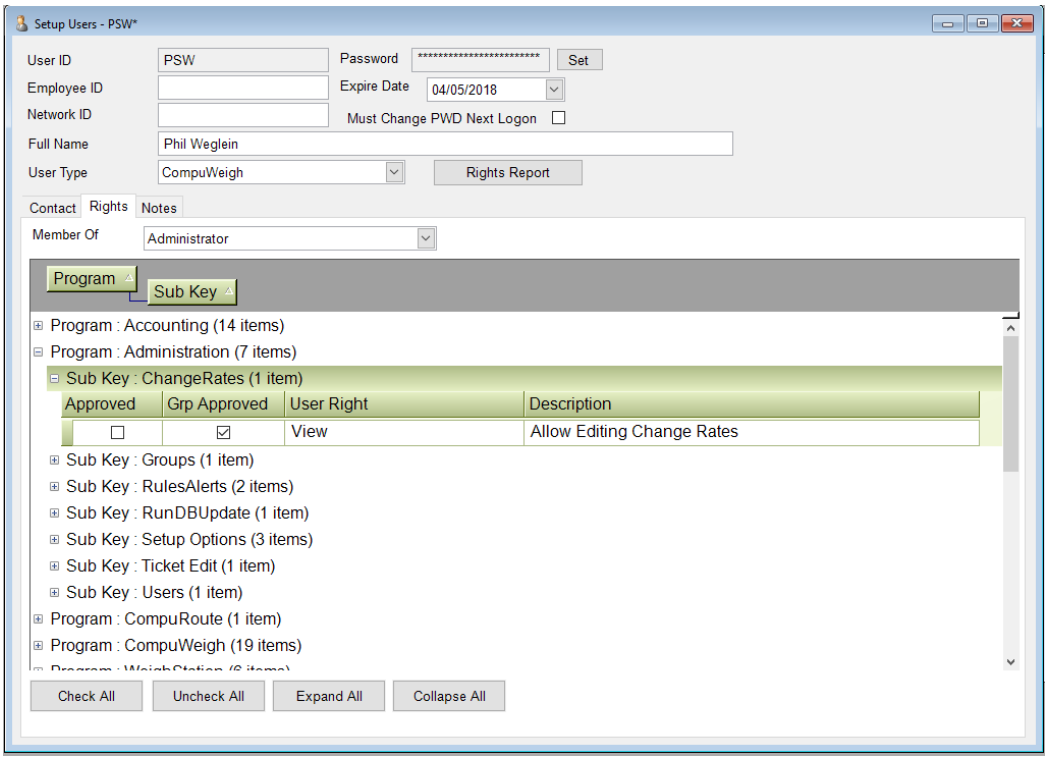


User and Group Rights
CompuWeigh 6 offers group (or Role) based security rights as well as user-based rights. There are over 150 rights currently defined in the system. This list can grow as customers request additional rights within the system.

Some examples of rights are:

Accounting	AccountActivity	View
Accounting	Batch	Delete
Accounting	Batch	ShowAllParams
Accounting	Batch	View
Accounting	Batch	Void
Accounting	ClosePeriod	View
Accounting	CreditMemos	Add
Accounting	CreditMemos	Delete
Accounting	CreditMemos	Post
Accounting	CreditMemos	Update
Accounting	CreditMemos	View
Accounting	CreditMemos	Void





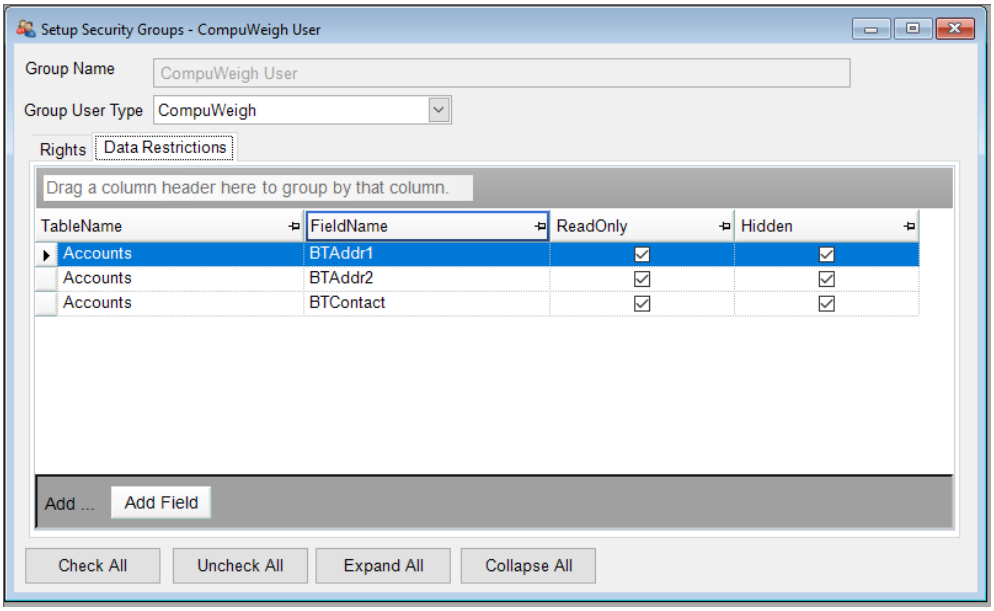
Restrictions Based on Group and User Rights

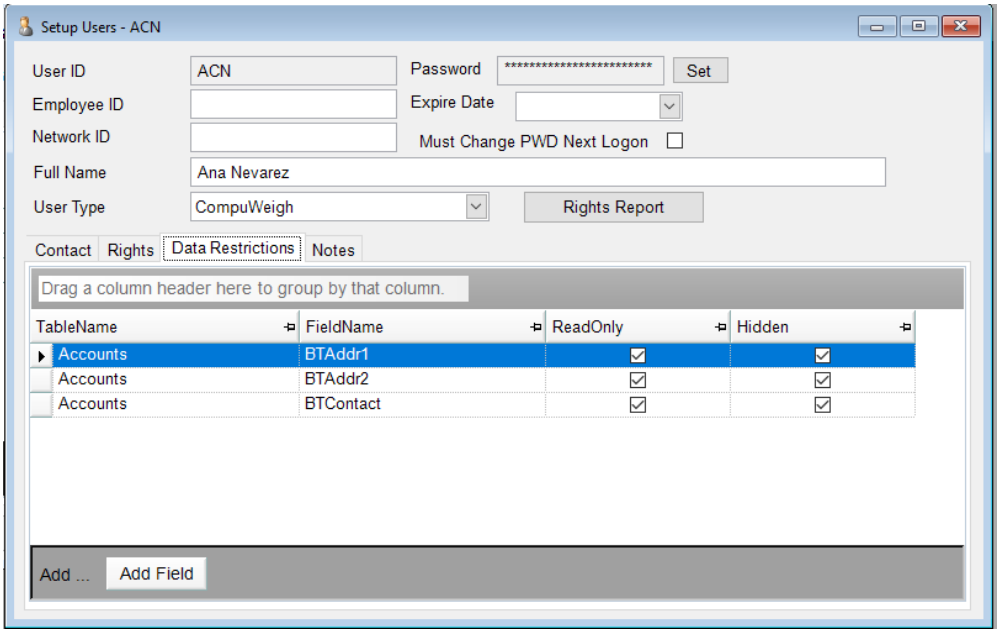
There are currently several User/Group rights used to restrict editing of other user's data. This list can grow based on customer requests. Many of these rights restrict users from changing other users reporting batches or report layouts.

CompuWeigh	Reporting	Batch Delete Other	Batch - Allow deleting batches Created by Others
CompuWeigh	Reporting	Batch Delete Own	Batch - Allow deleting batches Created by You
CompuWeigh	Reporting	Batch Update Other	Batch - Allow editing batches Created by Others
CompuWeigh	Reporting	Batch Update Own	Batch - Allow editing batches Created by You
CompuWeigh	Reporting	Batch View Other	Batch - Allow viewing batches Created by You
CompuWeigh	Reporting	Delete Other	Allow deleting Reports Created by Others
CompuWeigh	Reporting	Delete Own	Allow deleting Reports Created by You
CompuWeigh	Reporting	Update Other	Allow editing Reports Created by Others
CompuWeigh	Reporting	Update Own	Allow editing Reports Created by You
CompuWeigh	Reporting	View Other	Allow Viewing Reports Created by Others
Administration	Data	View PI Data	Allow Viewing PI (Personal Identification) Data
Administration	Data	Edit PI Data	Allow Editing PI (Personal Identification) Data
WeighStation	Hold	Delete Other	Allow Deleting records from Hold File entered by others
WeighStation	Hold	Delete Own	Allow Deleting records from Hold File entered by you
WeighStation	Void	Void Other	Allow Voiding Transactions entered by others
WeighStation	Void	Void Own	Allow Operator to Void own Transactions

Field Level Restrictions based on Group and User

At the Group and User level individual fields can be restricted to read only or hidden completely.



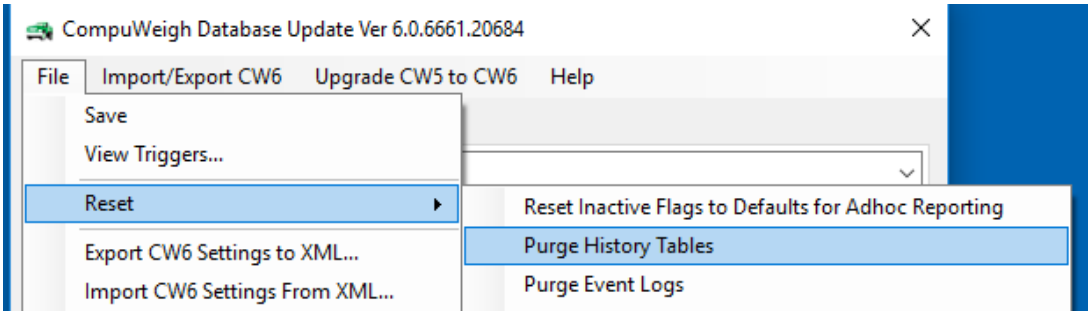


4.4.10.12 Database Software

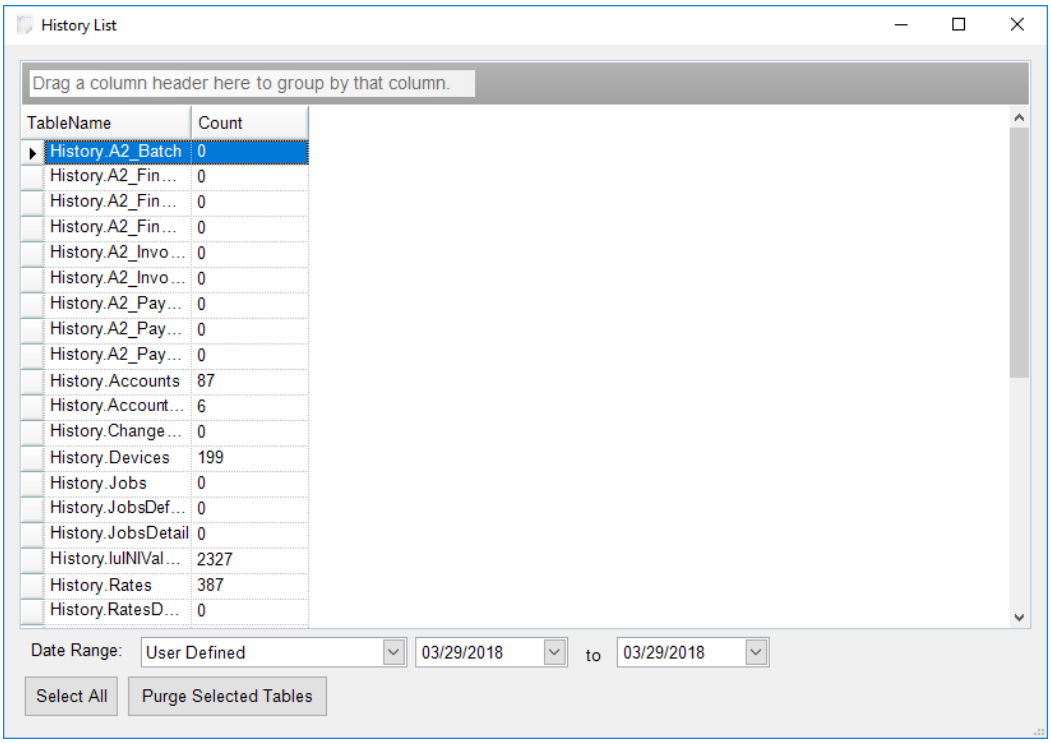
PSLLC is proposing to utilize the Customer provided SQL Server database for this application (or SQL Express). The proposed system will interface to the Customer's Windows® based file server and LAN/WAN so that the scale house will be able to communicate directly with the administrative office computer to exchange information as required using the Message Queuing Module. A single database will be maintained on the network server to allow all computers on the network to access and update files throughout the day as long as the connection is available. The WeighStation computer will be able to process customer transactions, calculate fees, generate tickets and store the information for use by the CompuWeigh™ workstations in the administrative office.

Data Retention and Purging
SQL Server Database can retain as much data as the customer needs to retain based on infrastructure. PSLLC has customers storing in excess of one million transactions in a single database without degradation to performance of the software.

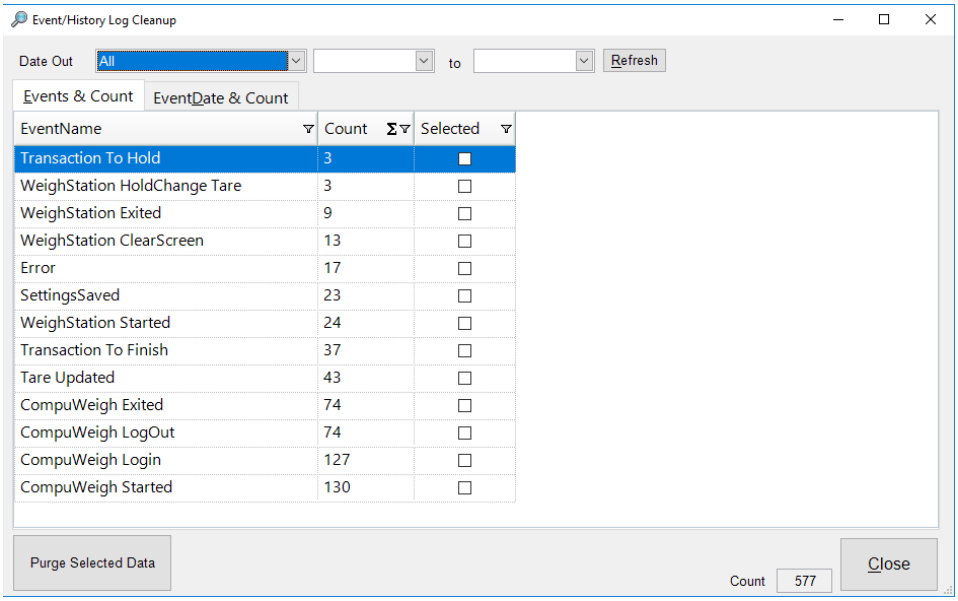
Based on user rights the Database Update application has a function to allow purging History and Log data.



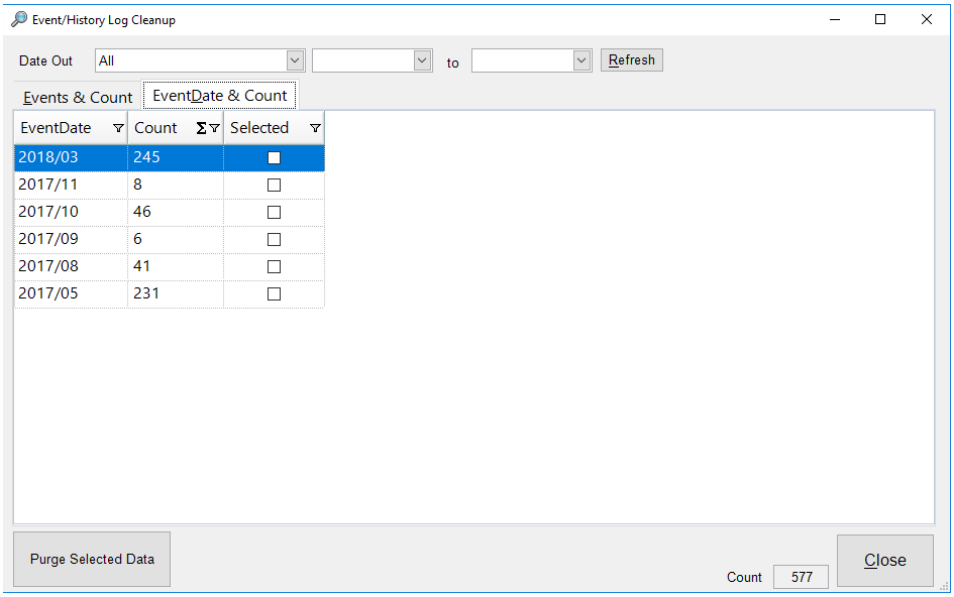
Sample History Purge Form
Individual tables can be selected and can restrict the data to a date range.



Sample Log Purge Form
When purging log records the user can select which messages to purge and can select a date range



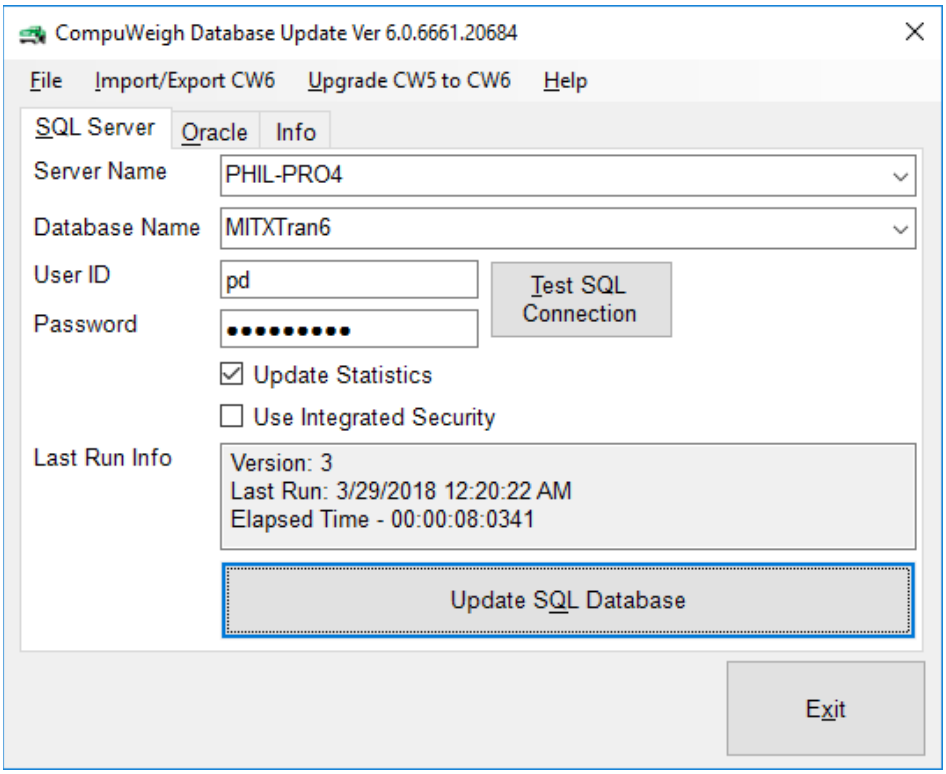
The user can also select by individual date.



DBUpdate and PDTask

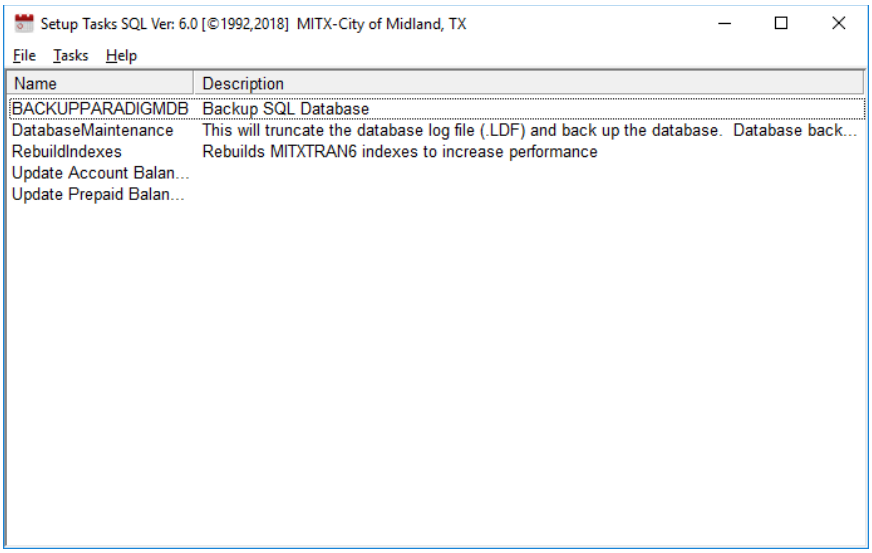
DBUpdate

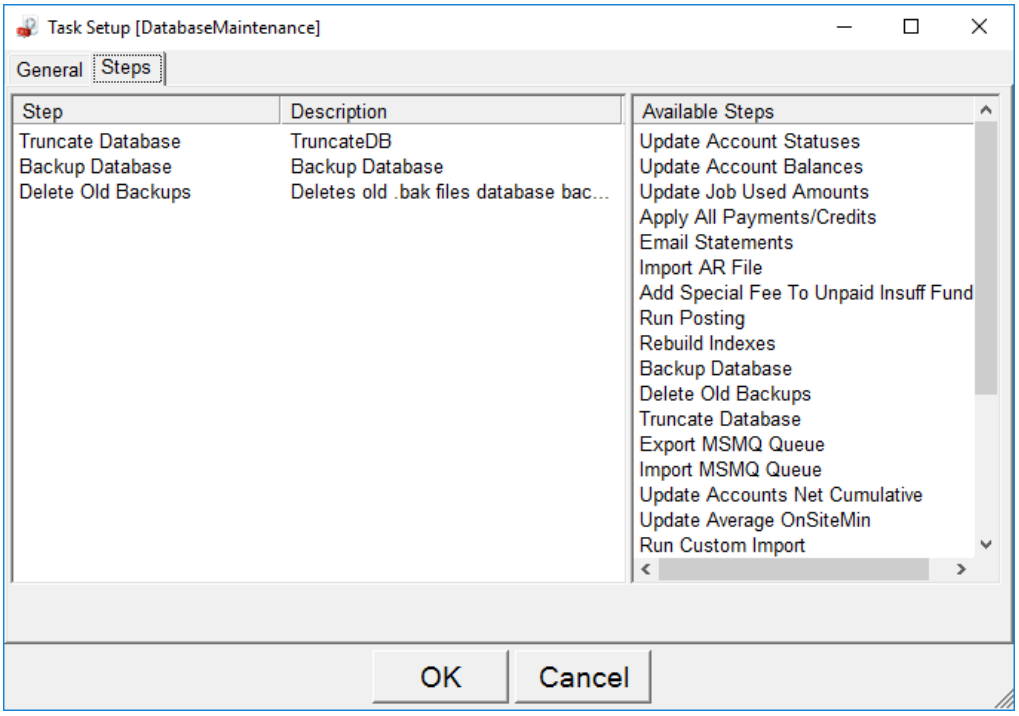
Based on user rights the Database Update application is used to keep all versions of the SQL Server database up to date. It maintains an internal CompuWeigh database schema version so that it only has to update the schema changes since the last time it was run.



PDTasks

The PDTasks application can be configured to perform many common database maintenance chores. For example, this can include but is not limited to backups and rebuilding indexes.





4.4.10.13 Minimum/Recommended System Requirements

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4GHz
Memory	8 GB	16 GB RAM
Hard Drive	250 GB	500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively
Operating System	Windows 2012 Server	Windows 2016 Server
SQL Server	SQL Server 2012	SQL Server 2016

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	Dual-Core Processor 2.0 GHz	Quad-Core Processor 2.4 GHz
Memory	4 GB	8 GB RAM
Hard Drive	160 GB	250 GB
Operating System	Windows 7 Pro (x64)	Windows 10 Pro (x64)
SQL Server	SQL Express	SQL Express
Microsoft Office	Office 2010	Office 2016

NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.

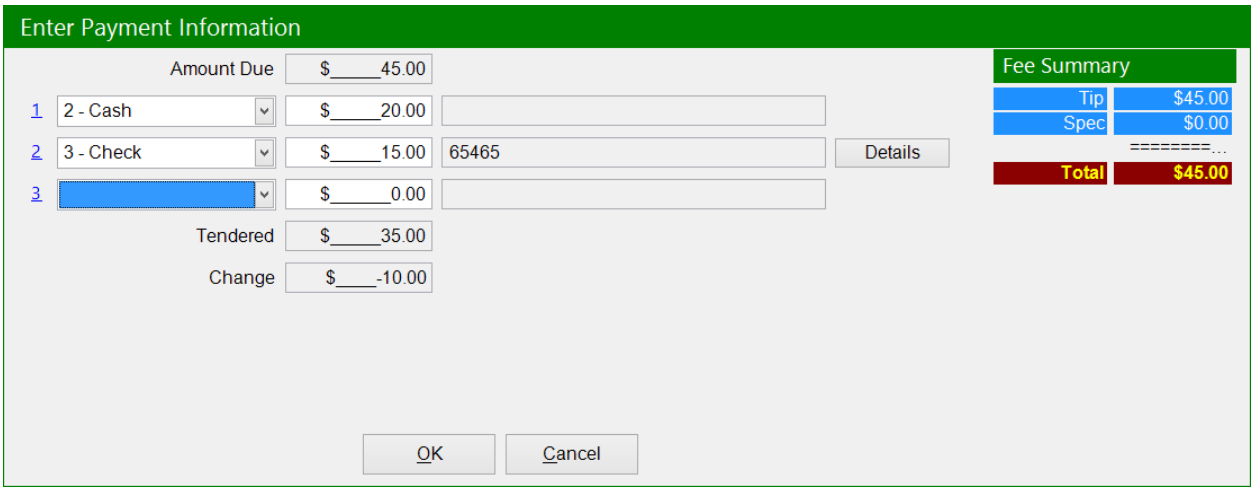
4.4.10.14 Touch Screen Module

The WeighStation program has a touch screen interface which will allow the user to process transactions on a touch screen capable monitor. The customer can purchase their own touch screen monitors or PSLLC can quote them for you.

4.4.10.15 Insufficient Funds / Split Payment Module

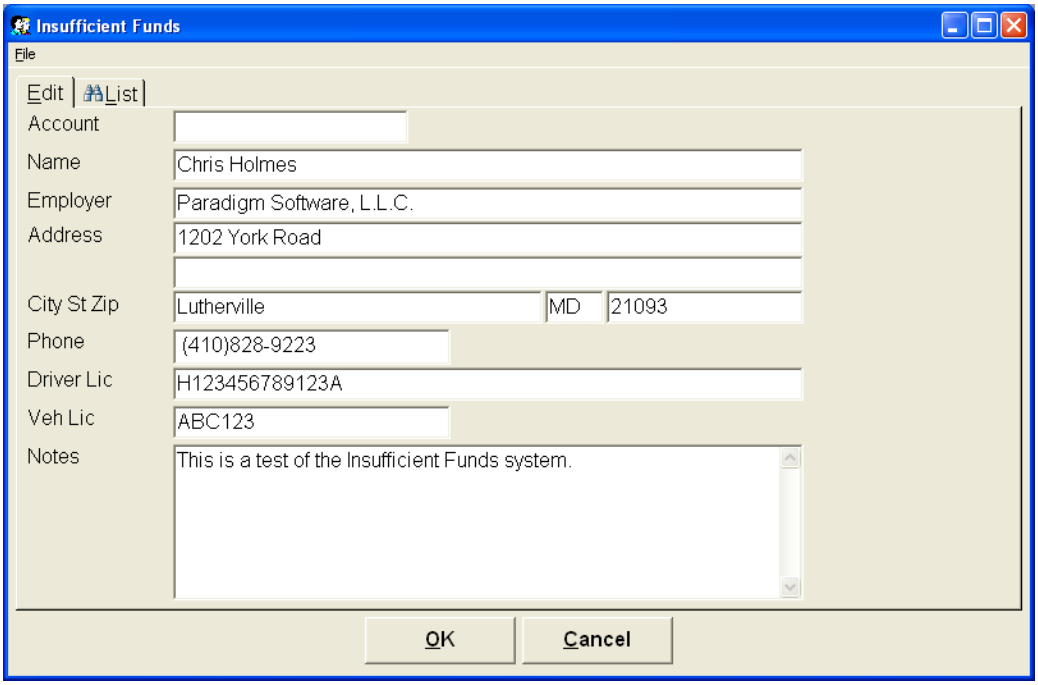
Allows operators to enter up to five different payments methods per transaction and if the customer does not have enough funds to complete the transaction the operator can capture billing information and print additional tickets for the customer to sign.

Upon completing the transaction, the scale house operator would be prompted with a confirmation window and this would allow the entry of multiple forms of payment.



This example shows that the customer paid $20 in cash, $15 with a check and is short $10.00. By selecting the payment type of “Insufficient Funds”, the remaining balance will fill in the currency field and an Insufficient Funds form will pop-up.

This new form will request various pieces of information from the customer, including name (required), employer, address, phone number, driver's license, and license plate. We can complete this field with the incorporation of Driver's License scanning technology.



Once the information is complete, an account number will be auto-generated for the customer. The program returns to the confirmation window and allows the operator to finish the transaction.

Once the transaction is complete, the record will be added to an Insufficient Funds table along with other customers who did not pay their bill in full.

At any point during the day, a customer can come in and make a payment on a previous insufficient funds transaction. At the scale house the operator would press **Ctrl+Y** to access "Pay Insufficient Funds" and highlight the customer that is paying their balance and press enter.

Enter the payment type and amount tendered on the balance and press Enter. Paying off the transaction will remove it from the Insufficient Funds list.

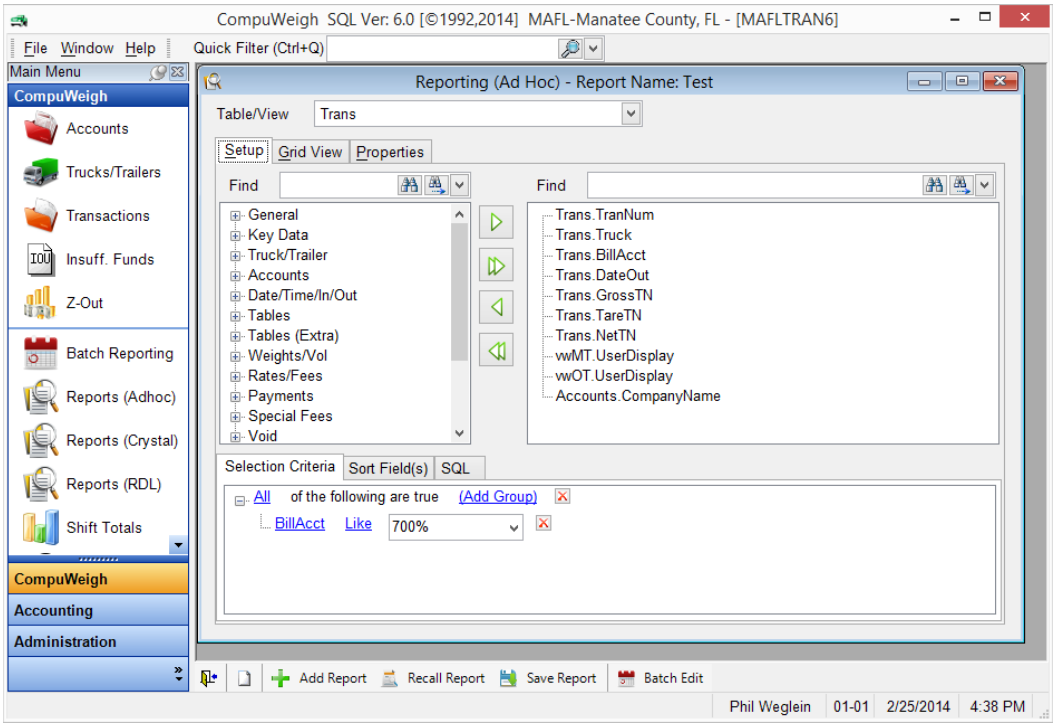
4.4.10.16 Emailing Tickets

Within the application, the Customer has the ability to email tickets directly to a customer through their email client. With this functionality, the Customer can directly send a copy of a ticket(s) to the requested party. This is handled either at the time of the transaction or through a batch process. The Customer has the ability to setup different batch criteria such as Daily, Monthly, etc.

4.4.10.17 Reporting

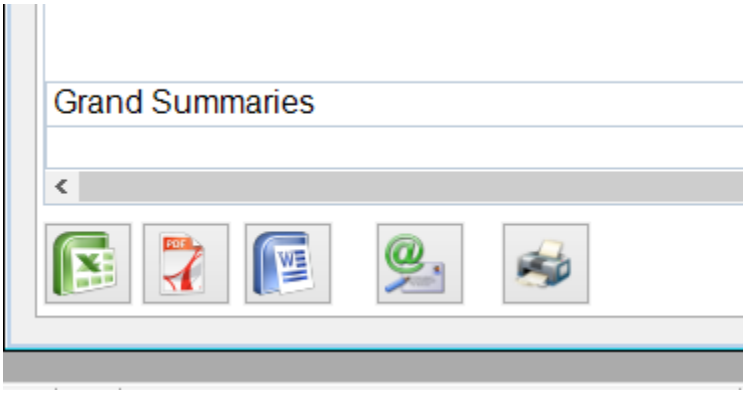
The Reporting functionality within the system is second to none and virtually any report can be generated from our application. Our user configurable, easy to use Adhoc reporting engine, Crystal Reports or Microsoft SQL Server SSRS makes generating reports effortless.

General Report Writer
The General Report Writer, sets the standard in the industry for reporting capability. The field that displays Transaction Table has other tables available for reporting purposes by simply selecting the drop-down arrow.



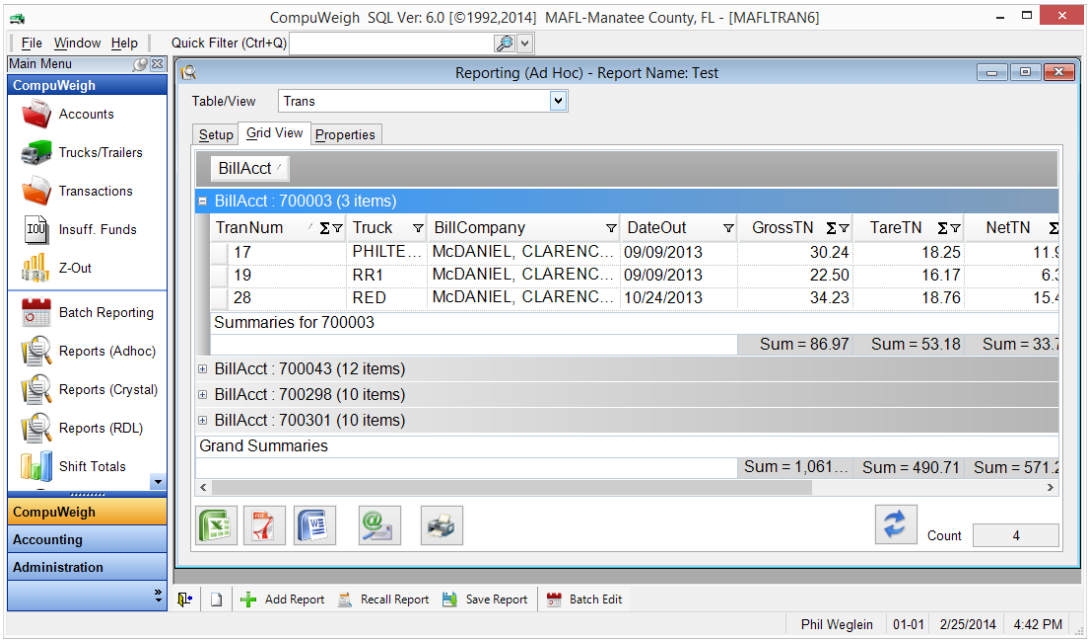
Adhoc Reports
The following Section shows examples of the adhoc report functions.

- Reporting on all primary tables
- Select, limit criteria or sort on any field
- Save and recall any report layout
- Full grouping and subtotaling
- Export to Excel, PDF, Word, email or print



The data collected is only useful when it can be retrieved in a flexible, intuitive way. Since each user has different reporting needs, the CompuWeigh™ System General Report Writer offers the ability to select specific reporting parameters.

All of the fields available to the user are grouped in the upper left list box. The user can move any field into the upper right list box and change the order as desired. By clicking on the Grid View tab, you will generate the report.



All of the fields available to the user in the upper left list box under can also be utilized in the **Selection Criteria** and **Sort Field(s)** box. This enables the user to determine specific ranges of criteria for "sorting and selecting" purposes.

Report templates can be saved and recalled for future use by clicking the **Save Report** and **Recall Report** buttons.

Canned Report Listing

Report Name	ReportTemplateName	Style	ReportEngine
Account Report - Accounts in Acct # Order	Accounts	Detail	AdHoc
Account Report - Accounts in Company Name Order	Accounts	Detail	AdHoc
Insufficient Funds Report - Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Paid Ins Funds Last Month	InsufficientFunds	Detail	AdHoc
Insufficient Funds Report - Unpaid Ins Funds	InsufficientFunds	Detail	AdHoc
Log Report - Account and Truck Deletions	LogDailyEvents	Detail	AdHoc
Log Report - Automated Reporting Status	LogDailyEvents	Detail	AdHoc
Log Report - CompuWeigh Startup and Logon	LogDailyEvents	Detail	AdHoc
Log Report - Credit Card Settlement	LogDailyEvents	Detail	AdHoc
Log Report - Emailing	LogDailyEvents	Detail	AdHoc
Log Report - End of Day Activity	LogDailyEvents	Detail	AdHoc
Log Report - Manual Mode	LogDailyEvents	Detail	AdHoc
Log Report - Reprint Transaction	LogDailyEvents	Detail	AdHoc
Log Report - Services	LogDailyEvents	Detail	AdHoc
Log Report - Void Transaction	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation Screen Cleared	LogDailyEvents	Detail	AdHoc
Log Report - WeighStation Tare Update	LogDailyEvents	Detail	AdHoc
Close Out - Active Transaction Listing	Trans	Detail	AdHoc
Close Out - Cash Transaction Listing	Trans	Detail	AdHoc
Close Out - Check Register	Trans	Detail	AdHoc
Close Out - Inbound Transaction Listing	Trans	Detail	AdHoc
Close Out - Manual Mode Transaction Listing	Trans	Detail	AdHoc
Close Out - Outbound Transaction Listing	Trans	Detail	AdHoc

Close Out - Reprinted Transaction Listing	Trans	Detail	AdHoc
Close Out - Totals by Bill Account	Trans	Summary	AdHoc
Close Out - Totals by Material Type	Trans	Summary	AdHoc
Close Out - Totals by Payment Type	Trans	Summary	AdHoc
Close Out - Transaction Listing	Trans	Detail	AdHoc
Close Out - Transactions with Notes Listing	Trans	Detail	AdHoc
Close Out - Void Transaction Listing	Trans	Detail	AdHoc
Tot Tables - Totals by Bill Account	Trans	Summary	AdHoc
Tot Tables - Totals by Day of Year	Trans	Summary	AdHoc
Tot Tables - Totals by Destination Type	Trans	Summary	AdHoc
Tot Tables - Totals by Haul Account	Trans	Summary	AdHoc
Tot Tables - Totals by Hour of Day	Trans	Summary	AdHoc
Tot Tables - Totals by Material Type	Trans	Summary	AdHoc
Tot Tables - Totals by Month and Year	Trans	Summary	AdHoc
Tot Tables - Totals by MT by OT	Trans	Summary	AdHoc
Tot Tables - Totals by Origin Type	Trans	Summary	AdHoc
Tot Tables - Totals by Payment Type	Trans	Summary	AdHoc
Tot Tables - Totals by Quarter	Trans	Summary	AdHoc
Tot Tables - Totals by SiteCode	Trans	Summary	AdHoc
Tot Tables - Totals by Special Fee	Trans	Summary	AdHoc
Tot Tables - Totals by Transaction Type	Trans	Summary	AdHoc
Tot Tables - Totals by Truck	Trans	Summary	AdHoc
Tot Tables - Totals by Truck and Trailer	Trans	Summary	AdHoc
Tot Tables - Totals by Week	Trans	Summary	AdHoc
Tot Tables - Totals by Weekday	Trans	Summary	AdHoc
Truck Report - Stored Truck List	Trucks	Detail	AdHoc
Truck Report - Template Truck List	Trucks	Detail	AdHoc
Month End Charge Totals By Bill Account			Crystal
Month End Find Missing Transactions			Crystal
Month End PT Totals			Crystal
Operator Cash Report			Crystal
Operator Check Report			Crystal
Zout Deposit			Crystal
Zout Deposit 3inch			Crystal
Zout Summary			Crystal
Zout Supervisor			Crystal
Zout Transfer			Crystal

Example of: Daily Ticket Report

Daily Ticket Report 5/18/2018

TranNum	DateIn	BillAcct&Name		GrossTN	TipFee
4044	02/01/2018	10131	Otero & Sons	7.45	$37.80
4045	02/01/2018	10131	Otero & Sons	8.11	$26.32
4046	02/01/2018	10421	MCT Waste	17.05	$20.50
4047	02/01/2018	10002	CASH	10.14	$80.92
4048	02/01/2018	10152	Clinger Builders	15.75	$212.24
4049	02/01/2018	10098	J3 System	8.05	$77.56
4050	02/01/2018	10002	CASH	5.78	$8.96
4051	02/01/2018	10002	CASH	3.77	$23.24
4052	02/01/2018	10369	WDS	19.16	$87.40
4053	02/01/2018	10130	MRGCD	5.70	$13.11
4054	02/01/2018	10098	J3 System	9.96	$90.72
4055	02/01/2018	10002	CASH	10.42	$28.28
4056	02/01/2018	10204	Rhino Roofing Inc.	8.48	$76.72
4057	02/01/2018	10369	WDS	29.20	$290.03
4058	02/01/2018	10369	WDS	23.83	$161.69
4059	02/01/2018	10421	MCT Waste	22.04	$96.76
4060	02/01/2018	10172	Weil Construction Inc.	6.83	$10.36
4061	02/01/2018	10475	Bar J Trucking Inc	36.43	$482.22
4062	02/01/2018	10002	CASH	7.41	$29.68
4063	02/01/2018	10475	Bar J Trucking Inc	33.38	$427.70
4064	02/01/2018	10040	Leescapes Inc.	18.99	$274.75
4065	02/01/2018	10172	Weil Construction Inc.	6.95	$14.84
4066	02/01/2018	10002	CASH	8.14	$43.12
4067	02/01/2018	10002	CASH	7.65	$33.60
4068	02/01/2018	10131	Otero & Sons	7.60	$20.16
4069	02/01/2018	10091	VLS	7.37	$11.73
4070	02/01/2018	10002	CASH	8.22	$62.72
4071	02/01/2018	10395	L Mora Trash Hauling	22.99	$142.43

Example of: Totals Tables – Totals by Payment Type

May 18,2018 12:12 PM

Totals

Totals by Payment Type
(((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
AND (Trans.Void = 0)))

PT	PTLabel	Count	PTTotalFee
1	Charge on Account	2851	$336,383.46
2	Cash	1129	$50,475.67
3	Check	48	$3,530.29
4	No Charge	4	$0.00
5	Credit Card	1270	$66,761.80
9	Insufficient Funds	6	$148.42
Grand Summaries			
		Sum = 5308	Sum = $457,299.64

Example of: Totals Tables – Totals by Material Type

Totals

Totals by Material Type
(((Trans.DateOut BETWEEN '2018-02-01' AND '2018-04-30')
AND (Trans.Void = 0)))

MT	MTLabel	Count	NetSTN	DetailTotalFee
100	C&D	4777	14,230.15	$418,704.19
200	Clean Fill	45	159.76	$4,742.89
300	Green Waste	454	996.76	$30,881.99
400	Mobile Homes	1	0.00	$345.28
500	Stumps	9	21.84	$1,346.48
999	Not Specified	5	0.00	$128.81
Grand Summaries				
		Sum = 5291	Sum = 15,408.51	Sum = $456,149.64

Example of: Z-Out Deposit

Operator: DV
Date/Time: 2018-02-26 16:36:05 **Bag:** 2
Site Code: LF

Bills				Coins				Coins				
$100	x 9 =	$900	$1.00	x 0 =	$0.00	$1.00	x 0	x 25 =	$0.00
$50	x 5 =	$250	$0.50	x 0 =	$0.00	$0.50	x 0	x 20 =	$0.00
$20	x 41 =	$820	$0.25	x 0 =	$0.00	$0.25	x 0	x 40 =	$0.00
$10	x 4 =	$40	$0.10	x 32 =	$3.20	$0.10	x 0	x 50 =	$0.00
$5	x 8 =	$40	$0.05	x 2 =	$0.10	$0.05	x 0	x 40 =	$0.00
$1	x 45 =	$45	$0.01	x 12 =	$0.12	$0.01	x 0	x 50 =	$0.00
Sub Total:		**$2095**	**Sub Total:**		**$3.42**	**Sub Total:**			**$0.00**

Cash Total: **$2098.42**

Checks

1418	$241.57	1449	$53.21	5719	$94.64

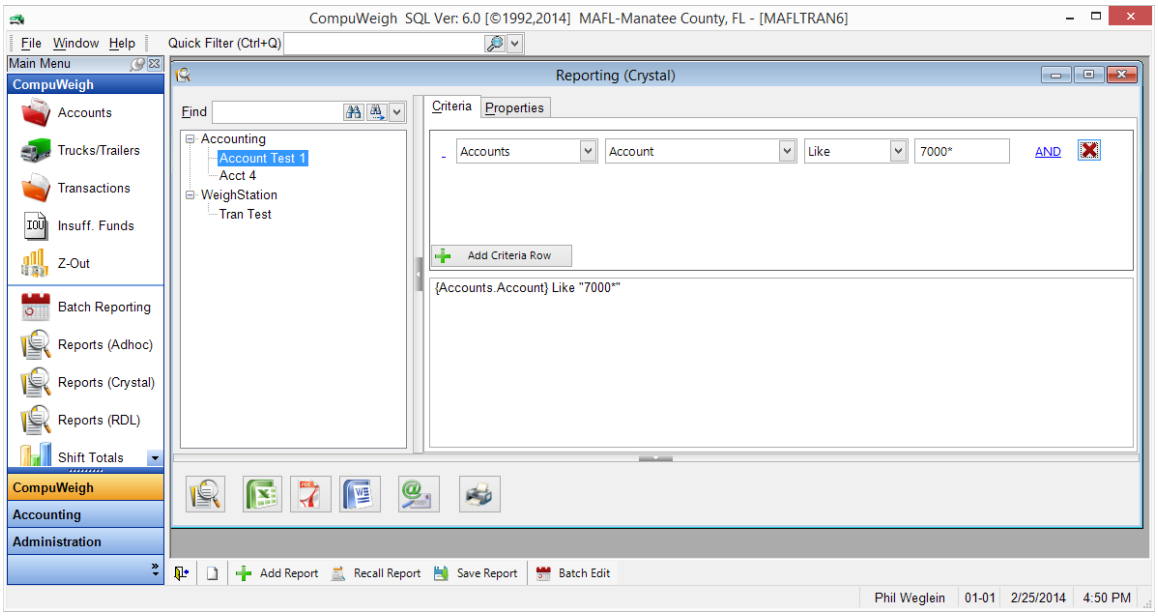
Checks Count: 3 **Checks Total:** **$389.42**

	Operator	Computer	Difference
1 - Charge on Account	$11216.91	$11216.91	$0.00
2 - Cash	$2098.42	$1941.79	$156.63
3 - Check	$389.42	$389.42	$0.00
4 - No Charge	$0.00	$0.00	$0.00
5 - Credit Card	$952.72	$952.72	$0.00
9 - Insufficient Funds	$0.00	$0.00	$0.00
	$14,657.47	**$14,500.84**	**$156.63**

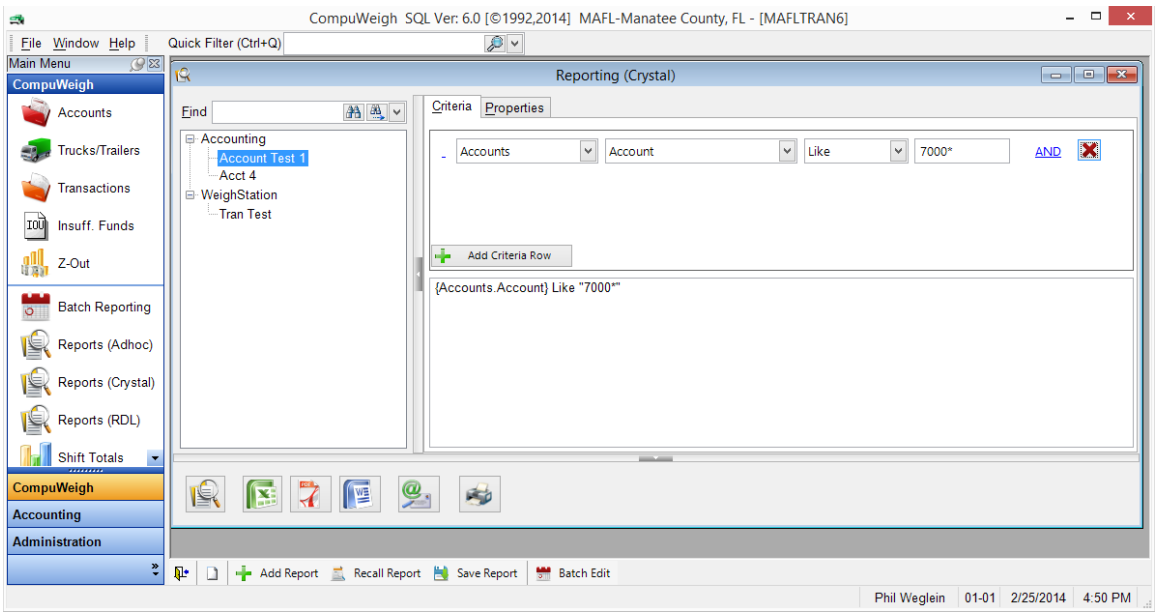
Starting Cash: **$176.72**
Cash Total: **$2098.42**
Checks Total: **$389.42**
Grand Total: **$2,487.84**

Crystal Reports

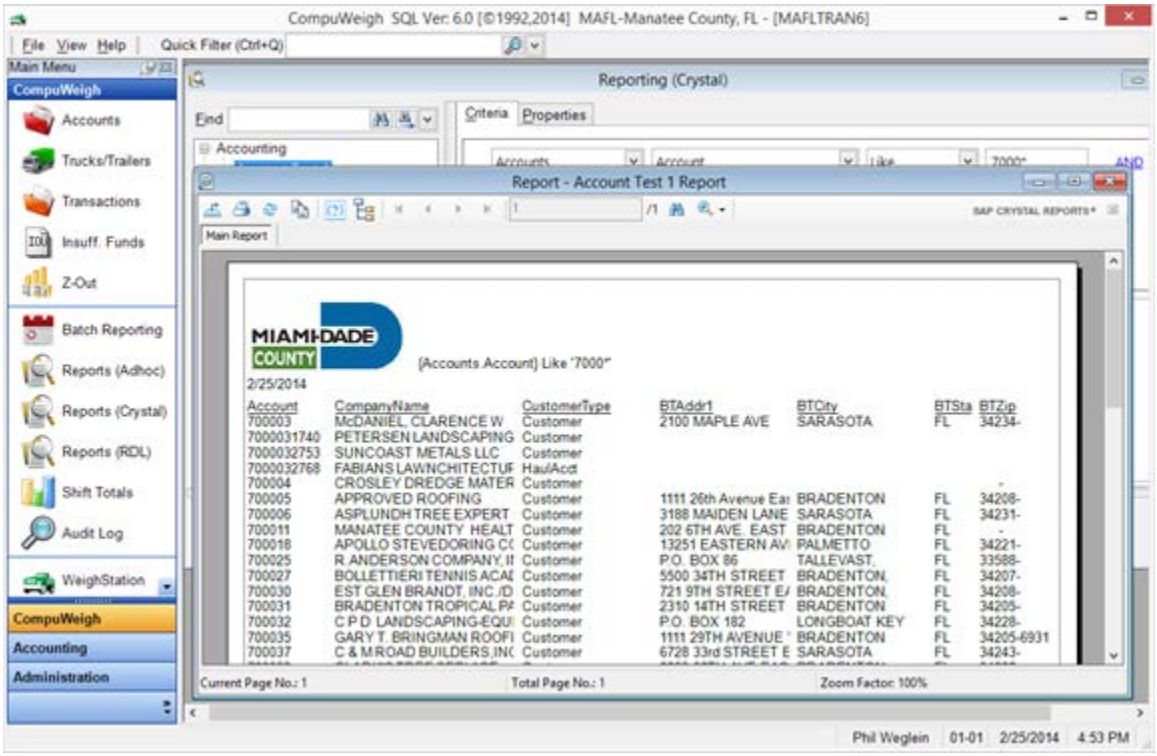
The CompuWeigh™ System supports Crystal Reporting as an option to the General Report Writer functionalities. A Crystal Report viewer comes with the application and the PSLLC staff is able to assist the Customer in creating additional reports in a “not to exceed” cost arrangement if requested.



- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

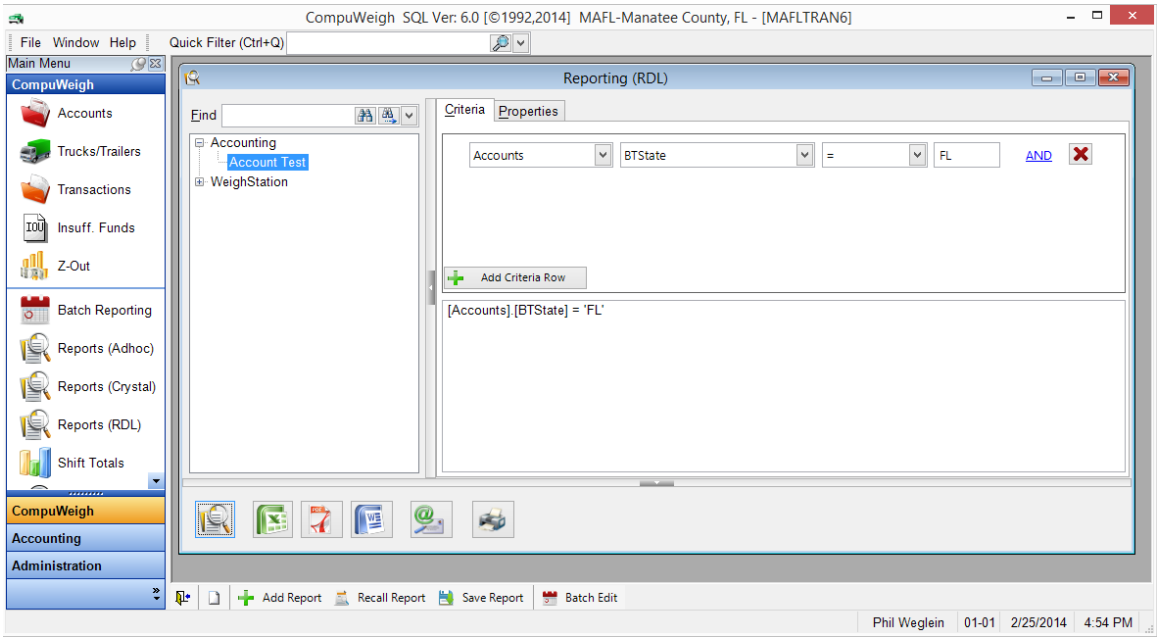


- Create crystal reports using pre-defined templates or from scratch using the crystal reports designer.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

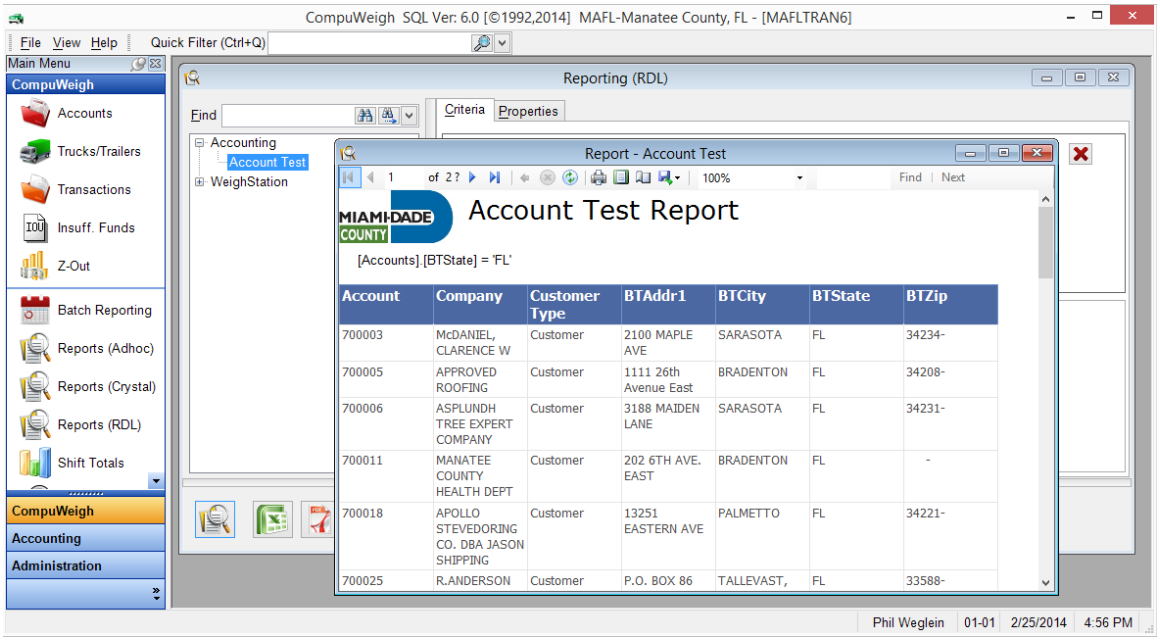


Microsoft SQL Server SSRS and RDL Reports

The following Section shows examples of the Microsoft SQL Server SSRS and RDL Reporting features.

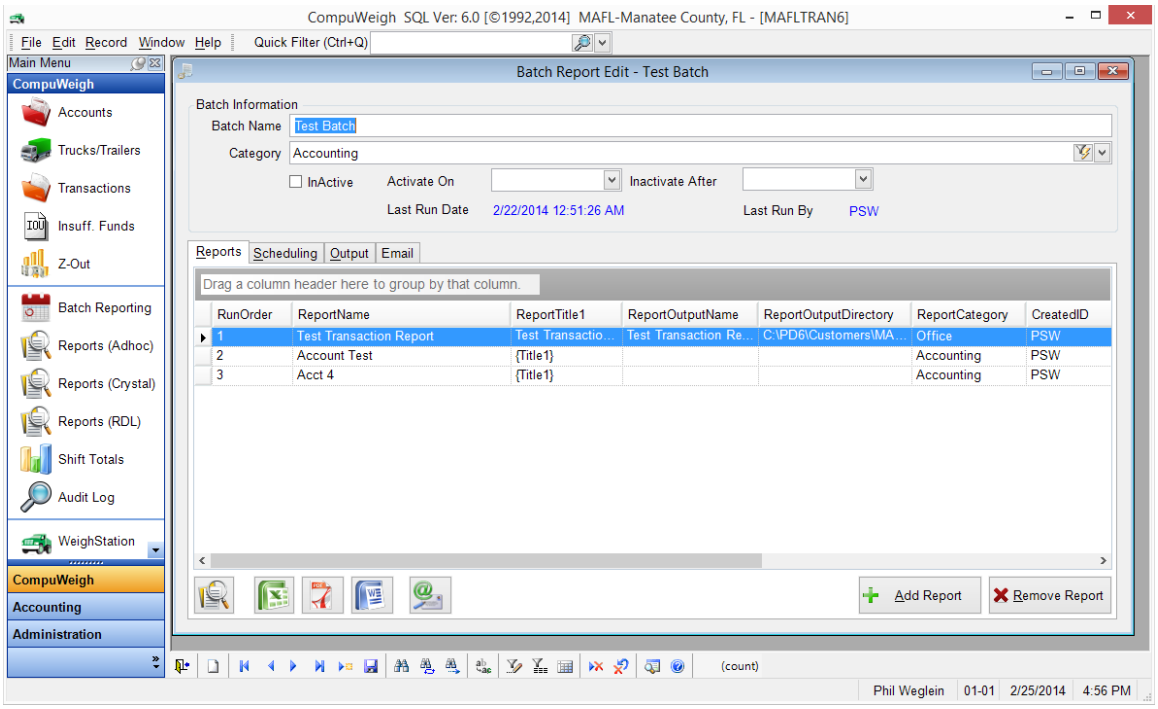


- Create SSRS RDL reports using pre-defined templates or from scratch or using the SQL report builder.
- Include any crystal report in the standard user interface.
- Save and recall any options or criteria.
- Preview or export the report.

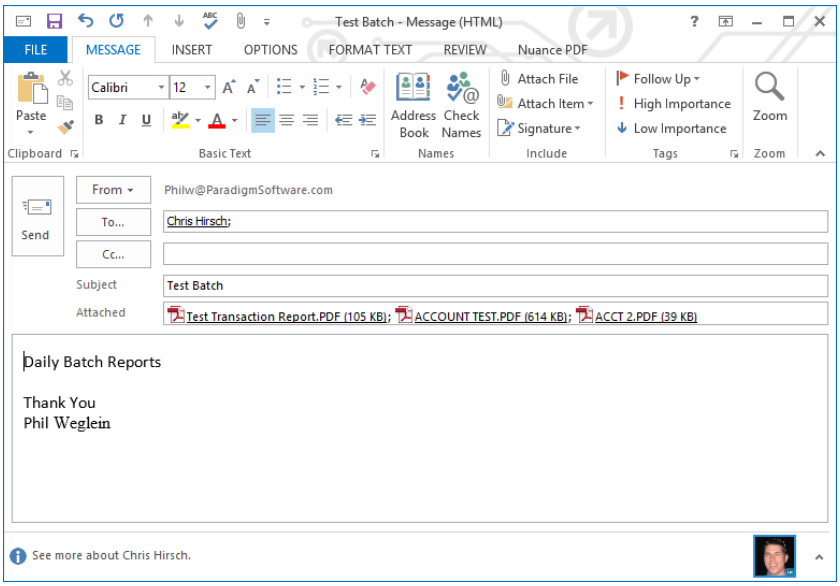


Batch Reporting

The system has the ability to allow users to create batches of reports that can be run simultaneously and also to be scheduled to run at a specified time period then email to a selected list of individuals.

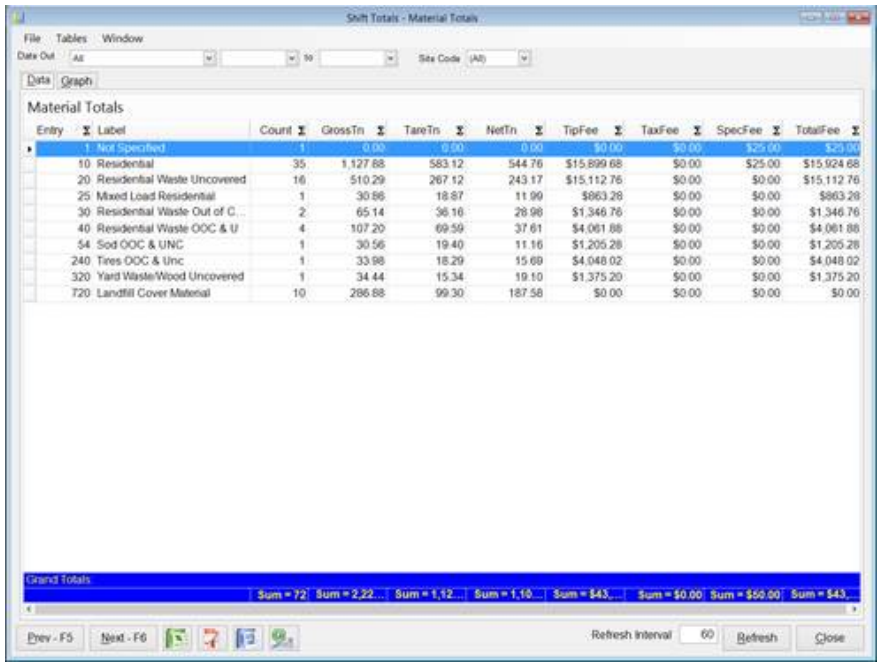


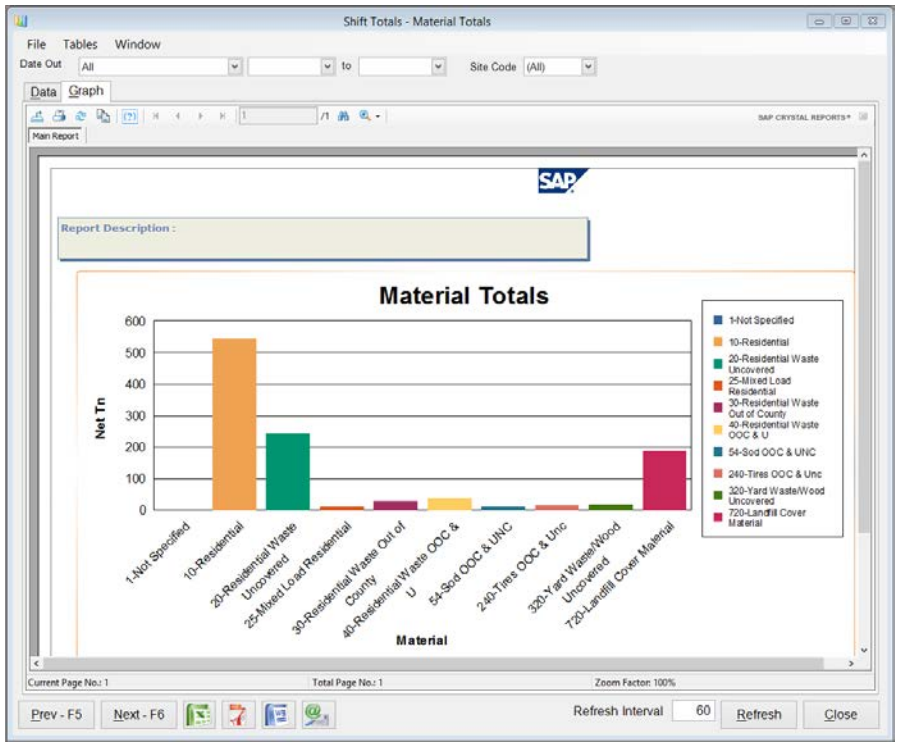
- Create an unlimited number of batch reports which can run an unlimited number of Adhoc, Crystal or SSRS reports as a single group.
- Schedule the reports to automatically run based on a user defined schedule
- Output all of the reports to Email, File, Screen or Printer



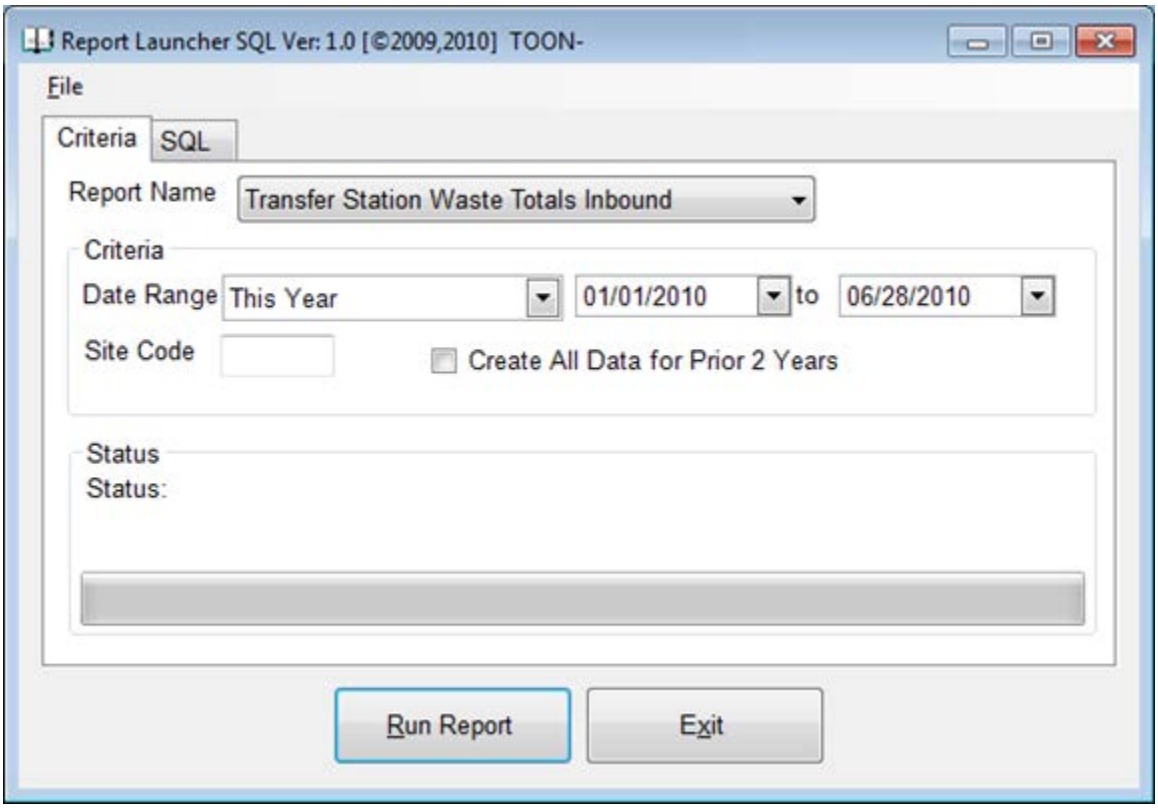
Totals Reports

The system has the ability to generate totals reports and has the same exporting functionatlities. The totals reports also have the ability to display the data in a graph format as seen below.





Custom Reporting Tool
The custom reporting module is included in CW6.



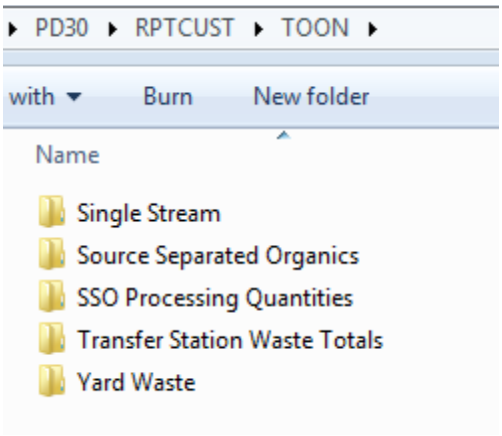
1. Select report to create.
2. Select Date Range
3. “Create all Data for prior 2 years” – if this is checked then the program will create all of the data for the selected year and the prior two years. This will allow the program to create the data for any three-year period.
4. Press Run Report to have the spreadsheet opened and the data loaded into the correct worksheets.

Report List

Transfer Station Waste Totals Inbound
Transfer Station Waste Totals Outbound
SSRM
SSRM Processing Out
SSRM Processing In
SSO Inbound
SSO Processing Out
SSO Processing In
Yard Waste Inbound
Yard Waste Processing

Required Folders and Spreadsheet

- Create \PD\RptCust\TOON folder
- Create the following folders under the TOON folder



\PD\RPTCUST\TOON\Transfer Station Waste Totals\
Inbound Transfer Station Totals - PD.xlsx
Outbound Transfer Station Totals - PD.xlsx

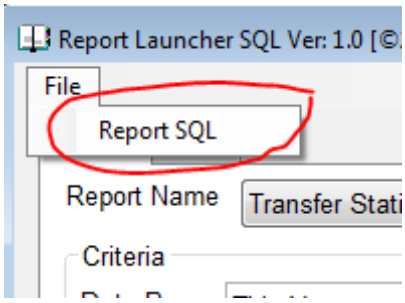
\PD\RPTCUST\TOON\Single Stream\
Single Stream Inbound - PD.xlsx
SSRM Processing In - PD.xlsx
SSRM Processing Out - PD.xlsx

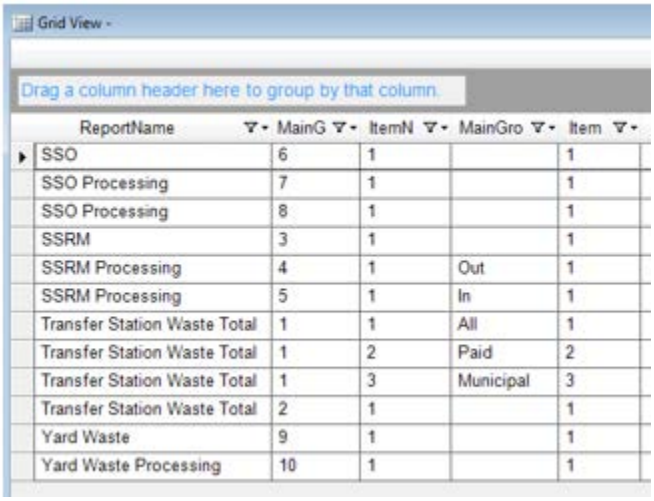
\PD\RPTCUST\TOON\Source Separated Organics\
SSO Inbound - PD.xlsx

\PD\RPTCUST\TOON\Yard Waste\
Yard Waste Inbound - PD.xlsx
Yard Waste Processing - PD.xlsx

Criteria

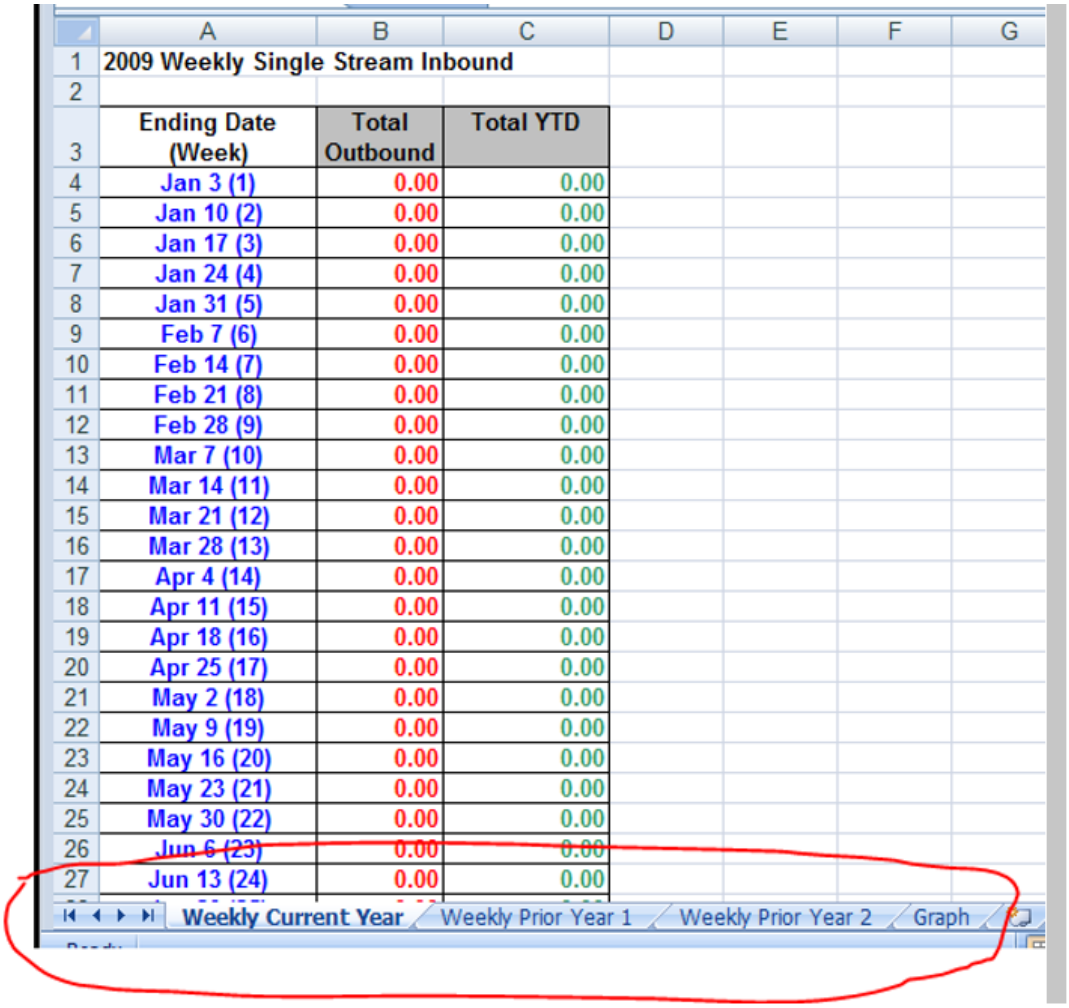
Report criteria can be edited using an integrated data grid.





ReportName	MainG	ItemN	MainGro	Item
SSO	6	1		1
SSO Processing	7	1		1
SSO Processing	8	1		1
SSRM	3	1		1
SSRM Processing	4	1	Out	1
SSRM Processing	5	1	In	1
Transfer Station Waste Total	1	1	All	1
Transfer Station Waste Total	1	2	Paid	2
Transfer Station Waste Total	1	3	Municipal	3
Transfer Station Waste Total	2	1		1
Yard Waste	9	1		1
Yard Waste Processing	10	1		1

Sample Spreadsheets Created for Customers



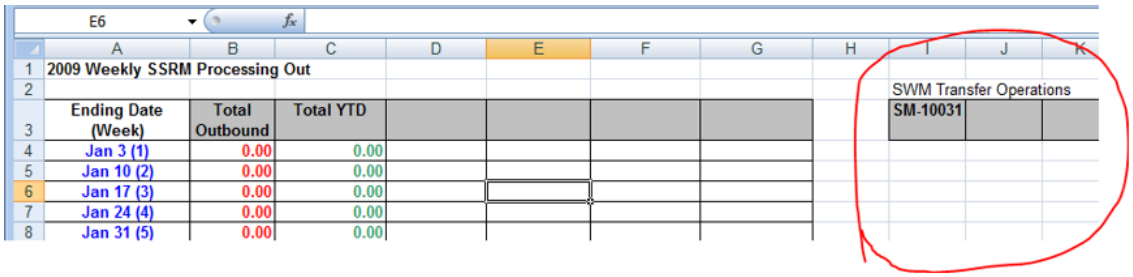
	A	B	C	D	E	F	G
1	2009 Weekly Single Stream Inbound						
2							
3	Ending Date (Week)	Total Outbound	Total YTD				
4	Jan 3 (1)	0.00	0.00				
5	Jan 10 (2)	0.00	0.00				
6	Jan 17 (3)	0.00	0.00				
7	Jan 24 (4)	0.00	0.00				
8	Jan 31 (5)	0.00	0.00				
9	Feb 7 (6)	0.00	0.00				
10	Feb 14 (7)	0.00	0.00				
11	Feb 21 (8)	0.00	0.00				
12	Feb 28 (9)	0.00	0.00				
13	Mar 7 (10)	0.00	0.00				
14	Mar 14 (11)	0.00	0.00				
15	Mar 21 (12)	0.00	0.00				
16	Mar 28 (13)	0.00	0.00				
17	Apr 4 (14)	0.00	0.00				
18	Apr 11 (15)	0.00	0.00				
19	Apr 18 (16)	0.00	0.00				
20	Apr 25 (17)	0.00	0.00				
21	May 2 (18)	0.00	0.00				
22	May 9 (19)	0.00	0.00				
23	May 16 (20)	0.00	0.00				
24	May 23 (21)	0.00	0.00				
25	May 30 (22)	0.00	0.00				
26	Jun 6 (23)	0.00	0.00				
27	Jun 13 (24)	0.00	0.00				

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | Graph

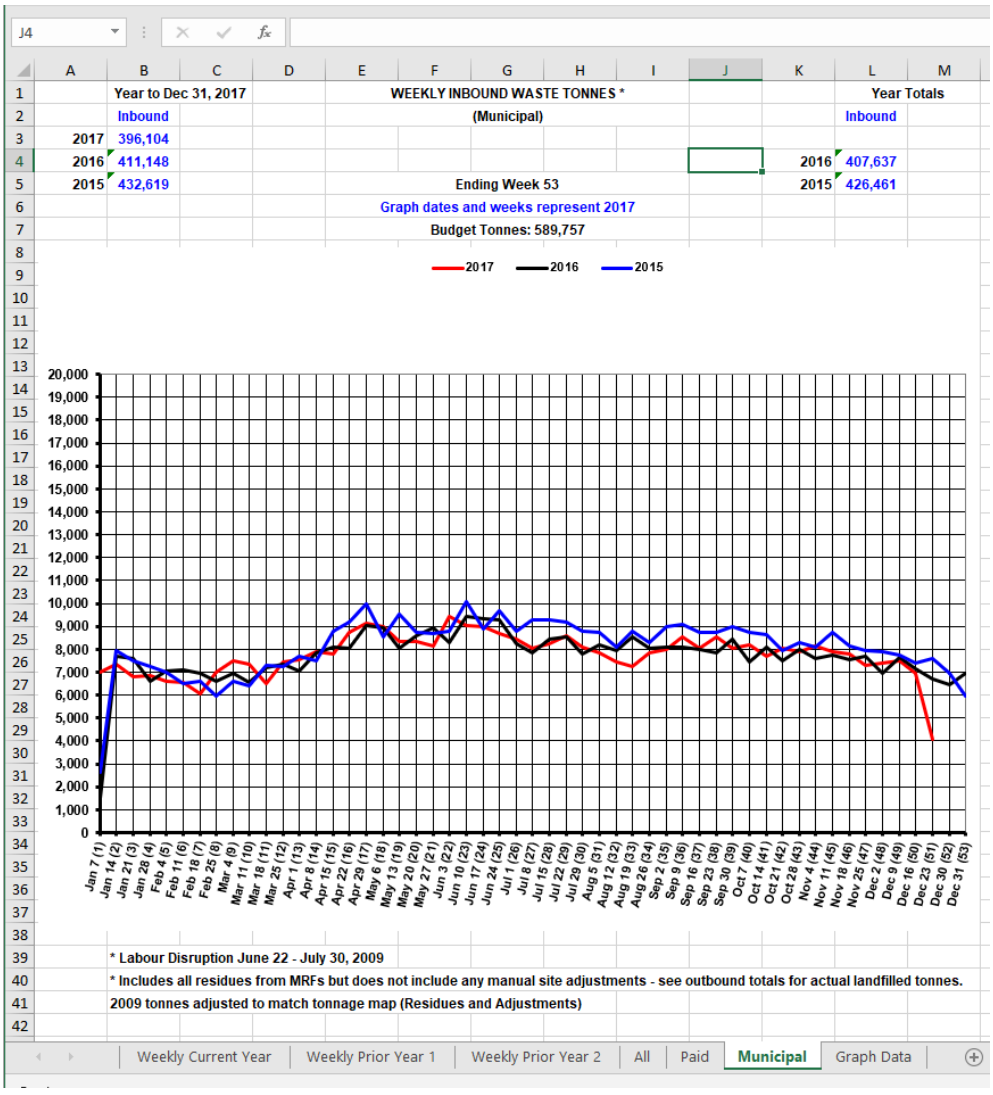
All spreadsheets are standardized with at least 3 worksheets.

- Weekly Current Year
- Weekly Prior Year 1
- Weekly Prior Year 2
- Graph

If the report has the totals broken down by week and by account the data will start in column I

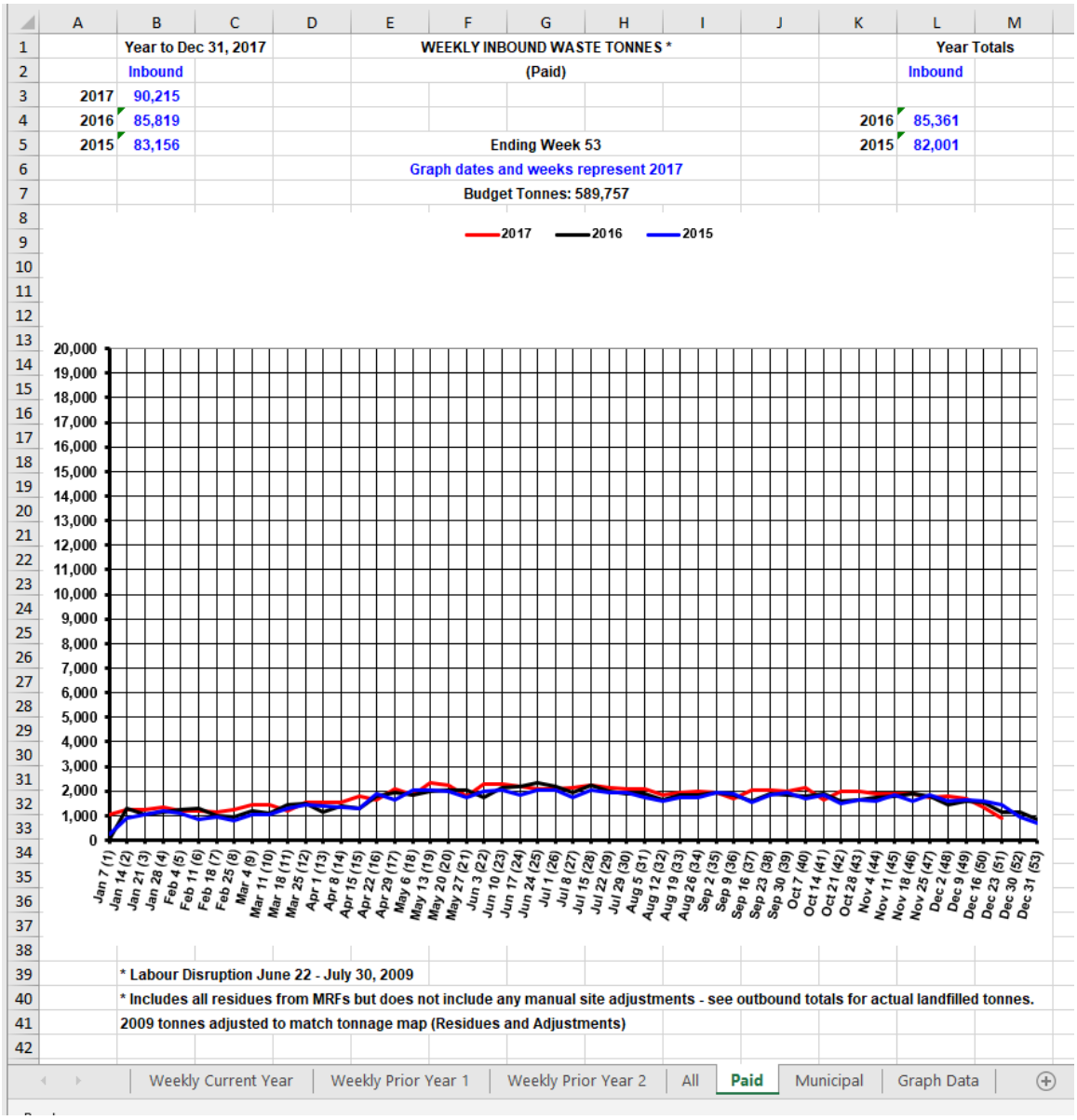


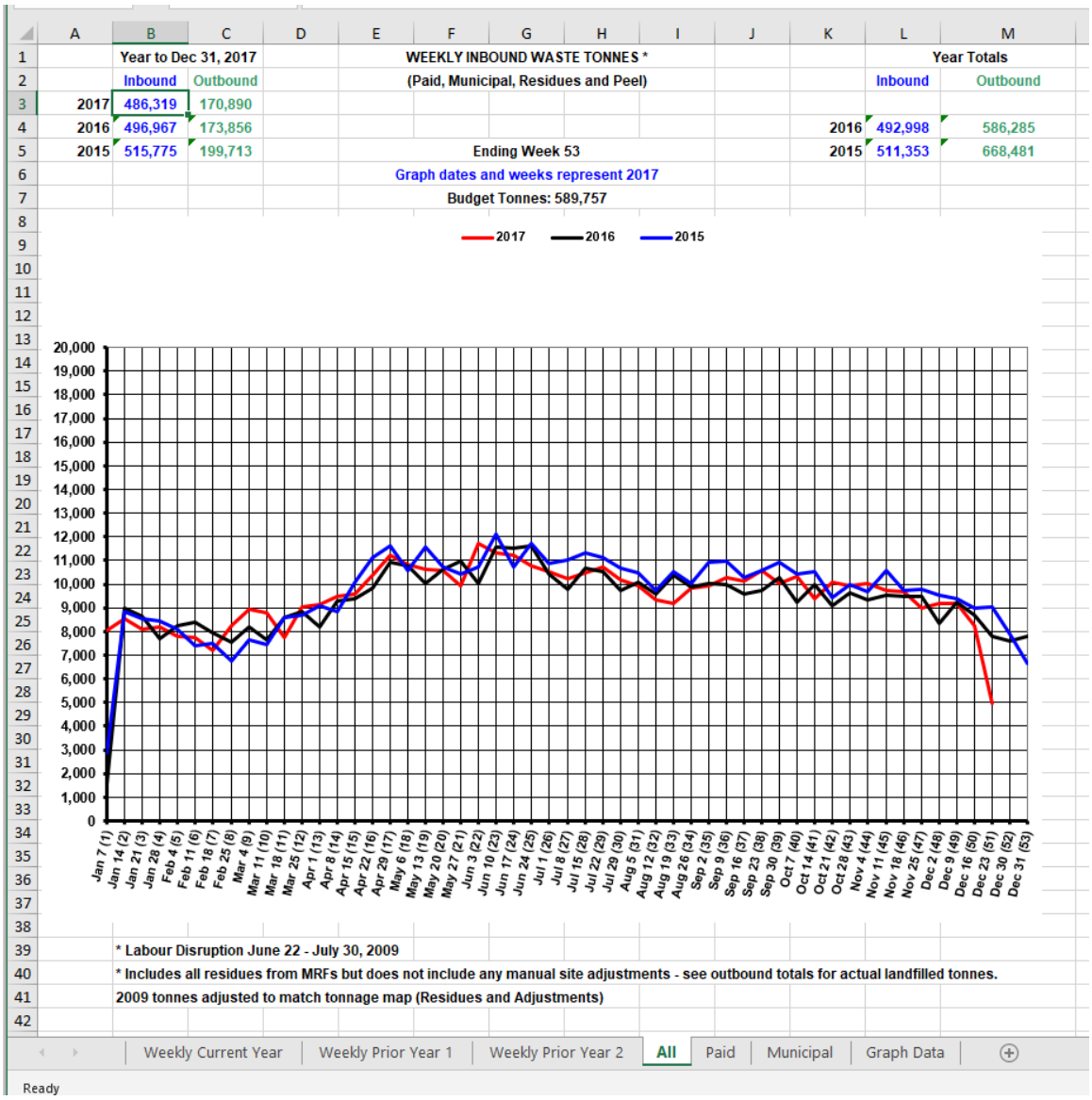
	A	B	C	D	E	F	G	H	I	J	K
1	2009 Weekly SSRM Processing Out										
2									SWM Transfer Operations		
3	Ending Date (Week)	Total Outbound	Total YTD						SM-10031		
4	Jan 3 (1)	0.00	0.00								
5	Jan 10 (2)	0.00	0.00								
6	Jan 17 (3)	0.00	0.00								
7	Jan 24 (4)	0.00	0.00								
8	Jan 31 (5)	0.00	0.00								

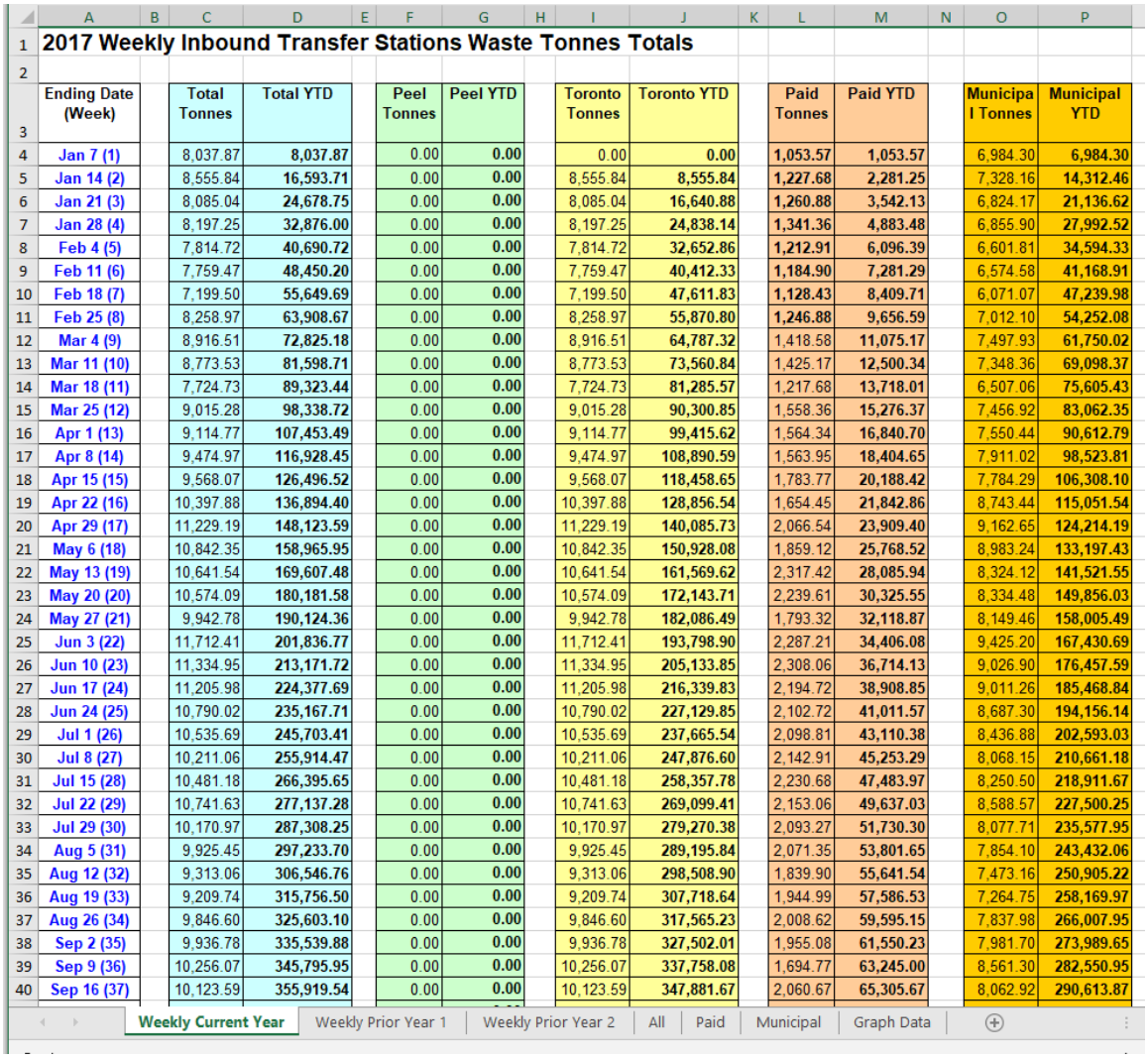


	A	B	C	D	E	F	G	H	I	J	K	L	M
1		Year to Dec 31, 2017			WEEKLY INBOUND WASTE TONNES *							Year Totals	
2		Inbound			(Municipal)							Inbound	
3	2017	396,104											
4	2016	411,148									2016	407,637	
5	2015	432,619			Ending Week 53						2015	426,461	
6					Graph dates and weeks represent 2017								
7					Budget Tonnes: 589,757								
8													
9					2017 2016 2015								
10													
11													
12													
13	20,000												
14	19,000												
15	18,000												
16	17,000												
17	16,000												
18	15,000												
19	14,000												
20	13,000												
21	12,000												
22	11,000												
23	10,000												
24	9,000												
25	8,000												
26	7,000												
27	6,000												
28	5,000												
29	4,000												
30	3,000												
31	2,000												
32	1,000												
33	0												
34	Jan 7 (1) Jan 14 (2) Jan 21 (3) Jan 28 (4) Feb 4 (5) Feb 11 (6) Feb 18 (7) Feb 25 (8) Mar 4 (9) Mar 11 (10) Mar 18 (11) Mar 25 (12) Apr 1 (13) Apr 8 (14) Apr 15 (15) Apr 22 (16) Apr 29 (17) May 6 (18) May 13 (19) May 20 (20) May 27 (21) Jun 3 (22) Jun 10 (23) Jun 17 (24) Jun 24 (25) Jul 1 (26) Jul 8 (27) Jul 15 (28) Jul 22 (29) Jul 29 (30) Aug 5 (31) Aug 12 (32) Aug 19 (33) Aug 26 (34) Sep 2 (35) Sep 9 (36) Sep 16 (37) Sep 23 (38) Sep 30 (39) Oct 7 (40) Oct 14 (41) Oct 21 (42) Oct 28 (43) Nov 4 (44) Nov 11 (45) Nov 18 (46) Nov 25 (47) Dec 2 (48) Dec 9 (49) Dec 16 (50) Dec 23 (51) Dec 30 (52) Dec 31 (53)												
35													
36													
37													
38													
39		* Labour Disruption June 22 - July 30, 2009											
40		* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.											
41		2009 tonnes adjusted to match tonnage map (Residues and Adjustments)											
42													

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | All | Paid | Municipal | Graph Data


WEEKLY INBOUND WASTE TONNES *
(Paid)
Year to Dec 31, 2017
Inbound
2017 90,215
2016 85,819
2015 83,156
Year Totals
Inbound
2016 85,361
2015 82,001
Ending Week 53
Graph dates and weeks represent 2017
Budget Tonnes: 589,757
2017
2016
2015
20,000
19,000
18,000
17,000
16,000
15,000
14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
Jan 7 (1)
Jan 14 (2)
Jan 21 (3)
Jan 28 (4)
Feb 4 (5)
Feb 11 (6)
Feb 18 (7)
Feb 25 (8)
Mar 4 (9)
Mar 11 (10)
Mar 18 (11)
Mar 25 (12)
Apr 1 (13)
Apr 8 (14)
Apr 15 (15)
Apr 22 (16)
Apr 29 (17)
May 6 (18)
May 13 (19)
May 20 (20)
May 27 (21)
Jun 3 (22)
Jun 10 (23)
Jun 17 (24)
Jun 24 (25)
Jul 1 (26)
Jul 8 (27)
Jul 15 (28)
Jul 22 (29)
Jul 29 (30)
Aug 5 (31)
Aug 12 (32)
Aug 19 (33)
Aug 26 (34)
Sep 2 (35)
Sep 9 (36)
Sep 16 (37)
Sep 23 (38)
Sep 30 (39)
Oct 7 (40)
Oct 14 (41)
Oct 21 (42)
Oct 28 (43)
Nov 4 (44)
Nov 11 (45)
Nov 18 (46)
Nov 25 (47)
Dec 2 (48)
Dec 9 (49)
Dec 16 (50)
Dec 23 (51)
Dec 30 (52)
Dec 31 (53)
* Labour Disruption June 22 - July 30, 2009
* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.
2009 tonnes adjusted to match tonnage map (Residues and Adjustments)
Weekly Current Year
Weekly Prior Year 1
Weekly Prior Year 2
All
Paid
Municipal
Graph Data


Year to Dec 31, 2017
Inbound
Outbound
2017 486,319 170,890
2016 496,967 173,856
2015 515,775 199,713
WEEKLY INBOUND WASTE TONNES *
(Paid, Municipal, Residues and Peel)
Ending Week 53
Graph dates and weeks represent 2017
Budget Tonnes: 589,757
Year Totals
Inbound
Outbound
2016 492,998 586,285
2015 511,353 668,481
2017
2016
2015
20,000
19,000
18,000
17,000
16,000
15,000
14,000
13,000
12,000
11,000
10,000
9,000
8,000
7,000
6,000
5,000
4,000
3,000
2,000
1,000
0
Jan 7 (1)
Jan 14 (2)
Jan 21 (3)
Jan 28 (4)
Feb 4 (5)
Feb 11 (6)
Feb 18 (7)
Feb 25 (8)
Mar 4 (9)
Mar 11 (10)
Mar 18 (11)
Mar 25 (12)
Apr 1 (13)
Apr 8 (14)
Apr 15 (15)
Apr 22 (16)
Apr 29 (17)
May 6 (18)
May 13 (19)
May 20 (20)
May 27 (21)
Jun 3 (22)
Jun 10 (23)
Jun 17 (24)
Jun 24 (25)
Jul 1 (26)
Jul 8 (27)
Jul 15 (28)
Jul 22 (29)
Jul 29 (30)
Aug 5 (31)
Aug 12 (32)
Aug 19 (33)
Aug 26 (34)
Sep 2 (35)
Sep 9 (36)
Sep 16 (37)
Sep 23 (38)
Sep 30 (39)
Oct 7 (40)
Oct 14 (41)
Oct 21 (42)
Oct 28 (43)
Nov 4 (44)
Nov 11 (45)
Nov 18 (46)
Nov 25 (47)
Dec 2 (48)
Dec 9 (49)
Dec 16 (50)
Dec 23 (51)
Dec 30 (52)
Dec 31 (53)
* Labour Disruption June 22 - July 30, 2009
* Includes all residues from MRFs but does not include any manual site adjustments - see outbound totals for actual landfilled tonnes.
2009 tonnes adjusted to match tonnage map (Residues and Adjustments)
Weekly Current Year
Weekly Prior Year 1
Weekly Prior Year 2
All
Paid
Municipal
Graph Data
Ready



2017 Weekly Inbound Transfer Stations Waste Tonnes Totals

Ending Date (Week)	Total Tonnes	Total YTD	Peel Tonnes	Peel YTD	Toronto Tonnes	Toronto YTD	Paid Tonnes	Paid YTD	Municipal Tonnes	Municipal YTD
Jan 7 (1)	8,037.87	8,037.87	0.00	0.00	0.00	0.00	1,053.57	1,053.57	6,984.30	6,984.30
Jan 14 (2)	8,555.84	16,593.71	0.00	0.00	8,555.84	8,555.84	1,227.68	2,281.25	7,328.16	14,312.46
Jan 21 (3)	8,085.04	24,678.75	0.00	0.00	8,085.04	16,640.88	1,260.88	3,542.13	6,824.17	21,136.62
Jan 28 (4)	8,197.25	32,876.00	0.00	0.00	8,197.25	24,838.14	1,341.36	4,883.48	6,855.90	27,992.52
Feb 4 (5)	7,814.72	40,690.72	0.00	0.00	7,814.72	32,652.86	1,212.91	6,096.39	6,601.81	34,594.33
Feb 11 (6)	7,759.47	48,450.20	0.00	0.00	7,759.47	40,412.33	1,184.90	7,281.29	6,574.58	41,168.91
Feb 18 (7)	7,199.50	55,649.69	0.00	0.00	7,199.50	47,611.83	1,128.43	8,409.71	6,071.07	47,239.98
Feb 25 (8)	8,258.97	63,908.67	0.00	0.00	8,258.97	55,870.80	1,246.88	9,656.59	7,012.10	54,252.08
Mar 4 (9)	8,916.51	72,825.18	0.00	0.00	8,916.51	64,787.32	1,418.58	11,075.17	7,497.93	61,750.02
Mar 11 (10)	8,773.53	81,598.71	0.00	0.00	8,773.53	73,560.84	1,425.17	12,500.34	7,348.36	69,098.37
Mar 18 (11)	7,724.73	89,323.44	0.00	0.00	7,724.73	81,285.57	1,217.68	13,718.01	6,507.06	75,605.43
Mar 25 (12)	9,015.28	98,338.72	0.00	0.00	9,015.28	90,300.85	1,558.36	15,276.37	7,456.92	83,062.35
Apr 1 (13)	9,114.77	107,453.49	0.00	0.00	9,114.77	99,415.62	1,564.34	16,840.70	7,550.44	90,612.79
Apr 8 (14)	9,474.97	116,928.45	0.00	0.00	9,474.97	108,890.59	1,563.95	18,404.65	7,911.02	98,523.81
Apr 15 (15)	9,568.07	126,496.52	0.00	0.00	9,568.07	118,458.65	1,783.77	20,188.42	7,784.29	106,308.10
Apr 22 (16)	10,397.88	136,894.40	0.00	0.00	10,397.88	128,856.54	1,654.45	21,842.86	8,743.44	115,051.54
Apr 29 (17)	11,229.19	148,123.59	0.00	0.00	11,229.19	140,085.73	2,066.54	23,909.40	9,162.65	124,214.19
May 6 (18)	10,842.35	158,965.95	0.00	0.00	10,842.35	150,928.08	1,859.12	25,768.52	8,983.24	133,197.43
May 13 (19)	10,641.54	169,607.48	0.00	0.00	10,641.54	161,569.62	2,317.42	28,085.94	8,324.12	141,521.55
May 20 (20)	10,574.09	180,181.58	0.00	0.00	10,574.09	172,143.71	2,239.61	30,325.55	8,334.48	149,856.03
May 27 (21)	9,942.78	190,124.36	0.00	0.00	9,942.78	182,086.49	1,793.32	32,118.87	8,149.46	158,005.49
Jun 3 (22)	11,712.41	201,836.77	0.00	0.00	11,712.41	193,798.90	2,287.21	34,406.08	9,425.20	167,430.69
Jun 10 (23)	11,334.95	213,171.72	0.00	0.00	11,334.95	205,133.85	2,308.06	36,714.13	9,026.90	176,457.59
Jun 17 (24)	11,205.98	224,377.69	0.00	0.00	11,205.98	216,339.83	2,194.72	38,908.85	9,011.26	185,468.84
Jun 24 (25)	10,790.02	235,167.71	0.00	0.00	10,790.02	227,129.85	2,102.72	41,011.57	8,687.30	194,156.14
Jul 1 (26)	10,535.69	245,703.41	0.00	0.00	10,535.69	237,665.54	2,098.81	43,110.38	8,436.88	202,593.03
Jul 8 (27)	10,211.06	255,914.47	0.00	0.00	10,211.06	247,876.60	2,142.91	45,253.29	8,068.15	210,661.18
Jul 15 (28)	10,481.18	266,395.65	0.00	0.00	10,481.18	258,357.78	2,230.68	47,483.97	8,250.50	218,911.67
Jul 22 (29)	10,741.63	277,137.28	0.00	0.00	10,741.63	269,099.41	2,153.06	49,637.03	8,588.57	227,500.25
Jul 29 (30)	10,170.97	287,308.25	0.00	0.00	10,170.97	279,270.38	2,093.27	51,730.30	8,077.71	235,577.95
Aug 5 (31)	9,925.45	297,233.70	0.00	0.00	9,925.45	289,195.84	2,071.35	53,801.65	7,854.10	243,432.06
Aug 12 (32)	9,313.06	306,546.76	0.00	0.00	9,313.06	298,508.90	1,839.90	55,641.54	7,473.16	250,905.22
Aug 19 (33)	9,209.74	315,756.50	0.00	0.00	9,209.74	307,718.64	1,944.99	57,586.53	7,264.75	258,169.97
Aug 26 (34)	9,846.60	325,603.10	0.00	0.00	9,846.60	317,565.23	2,008.62	59,595.15	7,837.98	266,007.95
Sep 2 (35)	9,936.78	335,539.88	0.00	0.00	9,936.78	327,502.01	1,955.08	61,550.23	7,981.70	273,989.65
Sep 9 (36)	10,256.07	345,795.95	0.00	0.00	10,256.07	337,758.08	1,694.77	63,245.00	8,561.30	282,550.95
Sep 16 (37)	10,123.59	355,919.54	0.00	0.00	10,123.59	347,881.67	2,060.67	65,305.67	8,062.92	290,613.87

Weekly Current Year | Weekly Prior Year 1 | Weekly Prior Year 2 | All | Paid | Municipal | Graph Data

4.4.10.18 Alerts / Rules Module

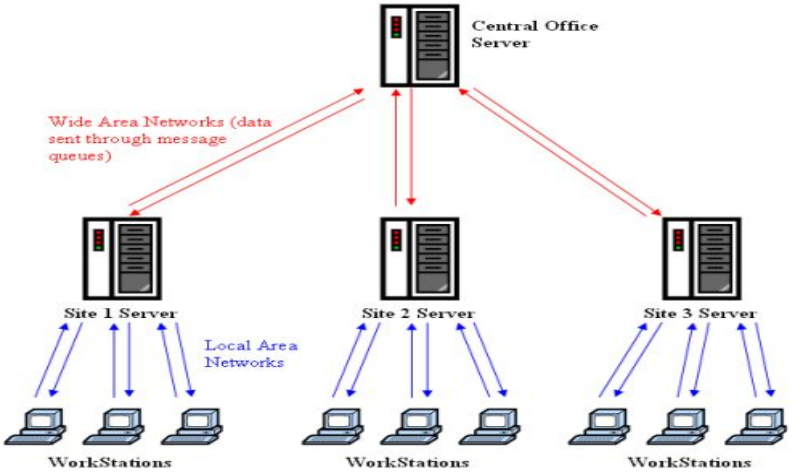
The alerts / rules module allows the end user to set up an unlimited number of alert messages and/or business rules that will assist in the operation of the facility. The alerts portion of the module can automatically send out email messages when business rules are met. An example would be a radiation event occurs or a certain permitted tonnage has been met at a site and the site supervisor needs to be informed. Administrators of the CompuWeigh System can setup an unlimited number of validation rules or alerts. Rules/Alerts can be based on one or more of the following criteria:

Truck	TruckNum	BillAcct	BillAcctNum
HaulAcct	HaulAcctNum	CustomerType	TransactionType
PaymentType	VehicleType	OriginType	MaterialType
DestinationType	ExtraTableTypes(1-5)	SpecialFeeType	Net
NetTn	SiteCode	Void	DateOut
NetSum	NetTnSum	VolSum	

4.4.10.19 Message Queuing Module (MSMQ)

The Message Queuing Module (MSMQ) allows for near real-time processing back to the Central Server. If the connection is not available, the scale operators continue to process without interruption. Once the connection is reestablished the data between the two sites begins to flow again seamless to the scale operator. Please see the following workflow.

Message Queuing Module



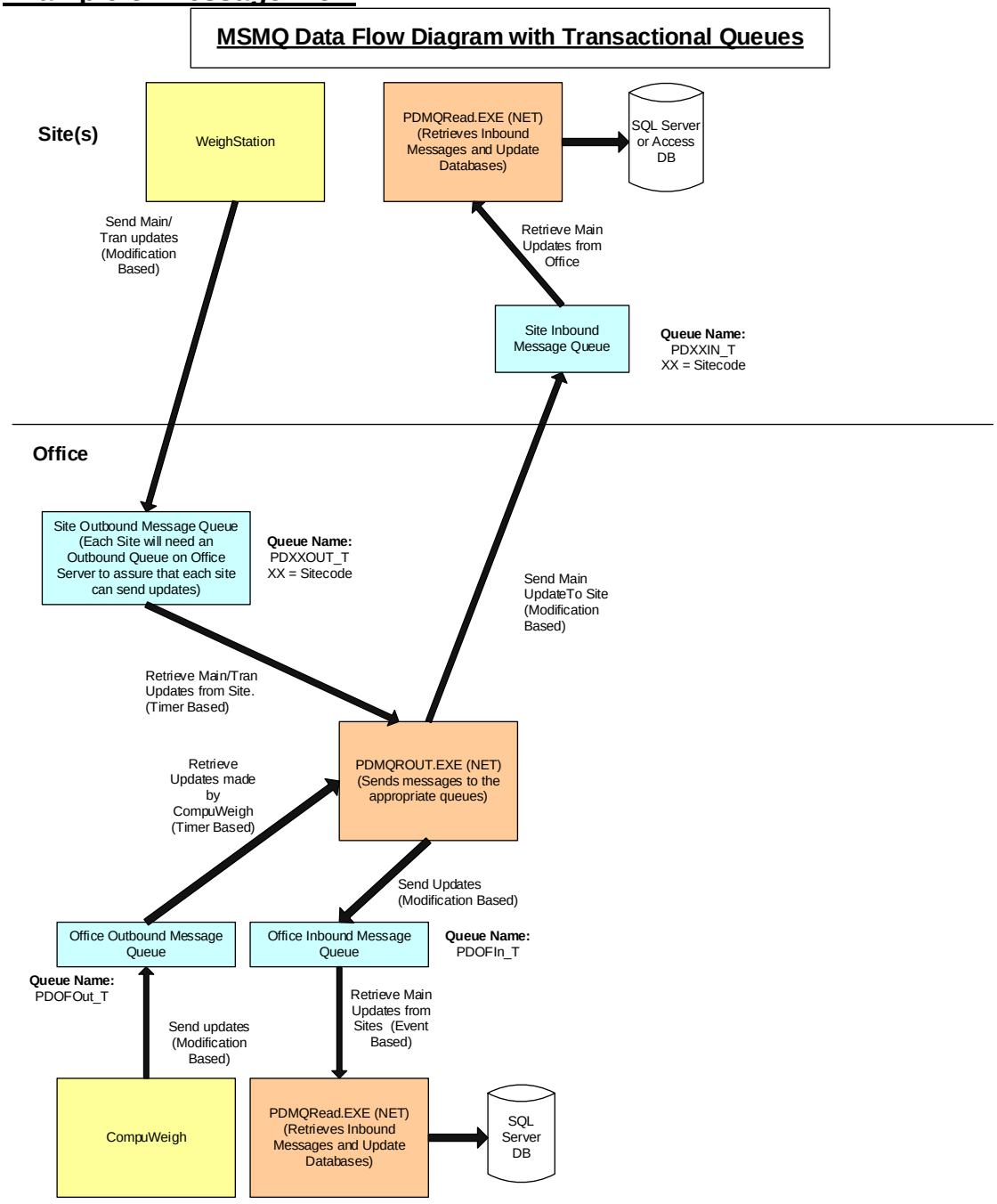
Each site does not require a site server. The site could be configured in a peer-to-peer network where one of the computers acts as a local server. This is one of personal preference and configuration. Each site would have an Inbound Queue (at the central office) and an Outbound Queue (at the site server). There are two .NET services that read and route the XML messages. Whenever a transaction or data change occurs at a site, a XML message is placed into the Outbound Queue. This triggers an event in the Router service running on the central server. The Router service extracts the message and routes it to the appropriate Inbound queues in the sites table. When a message arrives in an Inbound message queue an event is triggered in the Reader service, which extracts the message and loads the data into the database. The site servers are an option, but we would recommend them if more than two PC's will be processing transactions in order to have one central location for the Central Office Server to communicate with.

The module has been designed to automatically restart and through various utility services provides checks and balances to verify that all the data has made it to the server level.

Within CompuWeigh™ running the "Check Transactions" command will identify if there are any transaction numbers missing from the Customer's main database and will provide a report to identify what days and transaction numbers need to be recovered. If the transactions are incomplete for any reason or are non-recoverable in a TRM format, the system captures all the necessary files required for the Paradigm Support staff to rebuild the transactions.

The following is a flow chart explaining how messages flow between the office and the sites.

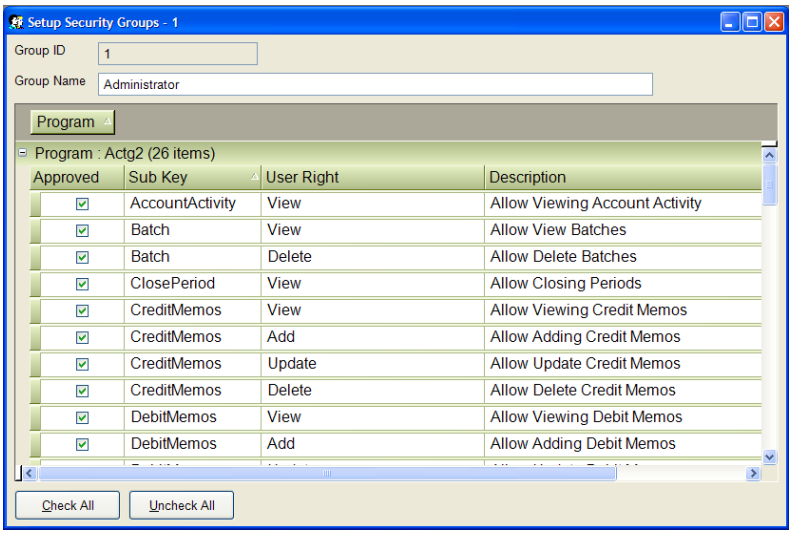
Example of Message Flow



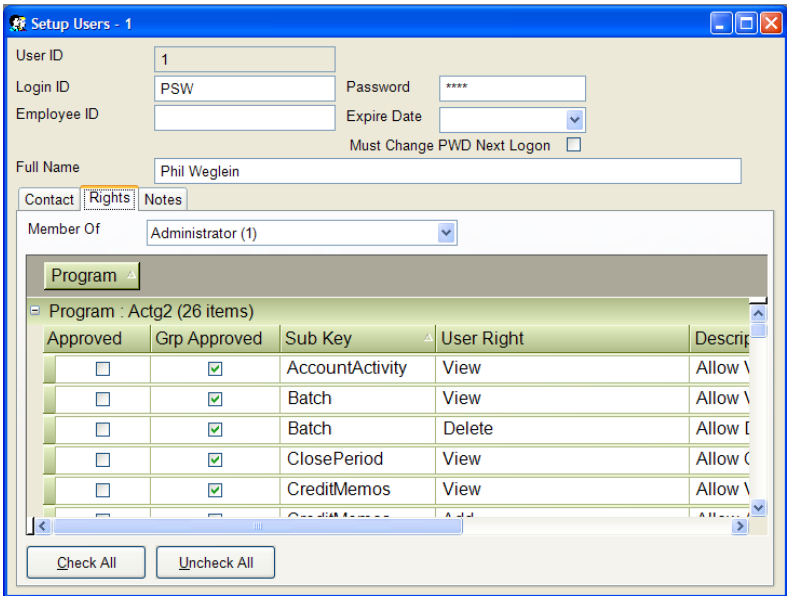
4.4.10.20 Accounts Receivable and Aging Module

Security Options

Setup user Groups with approved rights



Add Users and assign to user Groups

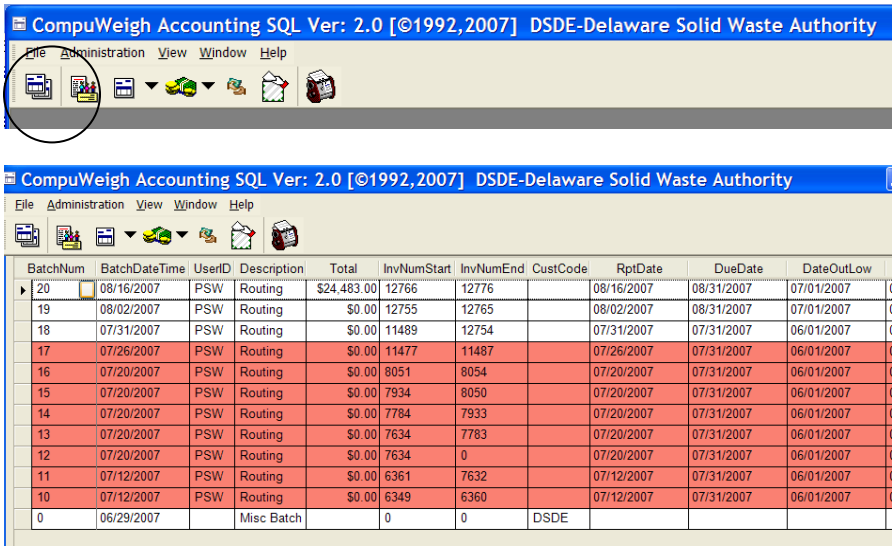


Accounts Receivable and Aging

PSLLC offers an Accounts Receivable & Aging Module to track the activity of the Customer's customer. As in CompuWeigh™ and WeighStation, this module is User ID and Password protected to allow only those individuals the rights they need to complete their level of responsibilities. At the designated billing date, an AR batch is created in the CompuWeigh™ Posting module. Each individual batch contains a group of invoices all posted for the same date range. An auto-generated batch number is assigned each time a batch of invoices is processed.

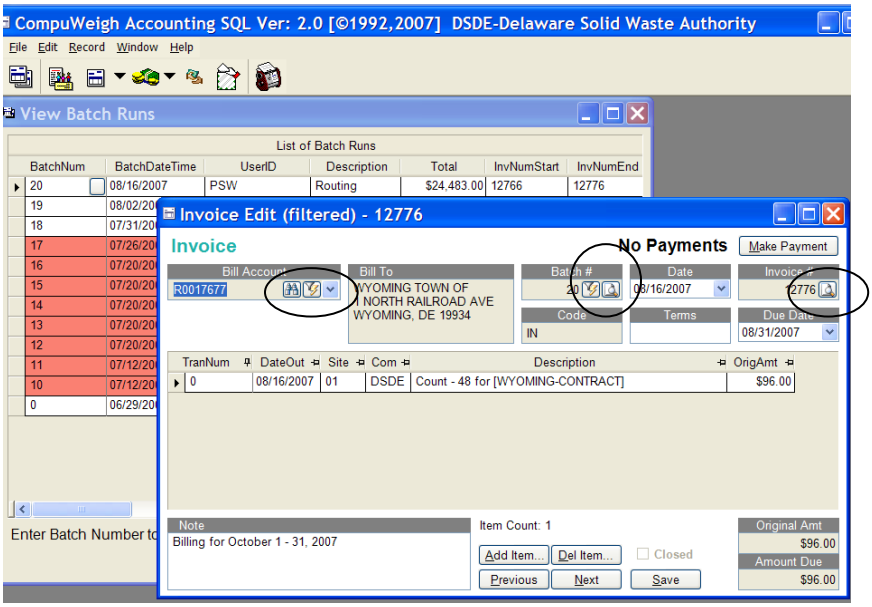
AR Batch – View and Edit

To open a batch, select the View Batches Icon.

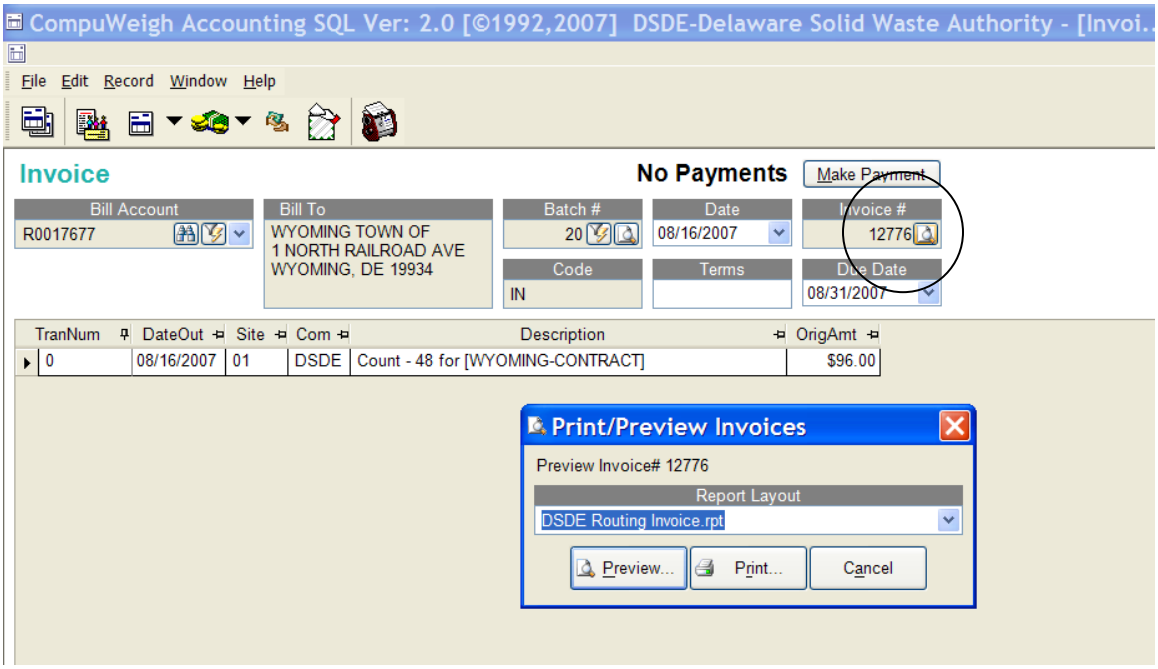


BatchNum	BatchDateTime	UserID	Description	Total	InvNumStart	InvNumEnd	CustCode	RptDate	DueDate	DateOutLow
20	08/16/2007	PSW	Routing	$24,483.00	12766	12776		08/16/2007	08/31/2007	07/01/2007
19	08/02/2007	PSW	Routing	$0.00	12755	12765		08/02/2007	08/31/2007	07/01/2007
18	07/31/2007	PSW	Routing	$0.00	11489	12754		07/31/2007	07/31/2007	06/01/2007
17	07/26/2007	PSW	Routing	$0.00	11477	11487		07/26/2007	07/31/2007	06/01/2007
16	07/20/2007	PSW	Routing	$0.00	8051	8054		07/20/2007	07/31/2007	06/01/2007
15	07/20/2007	PSW	Routing	$0.00	7934	8050		07/20/2007	07/31/2007	06/01/2007
14	07/20/2007	PSW	Routing	$0.00	7784	7933		07/20/2007	07/31/2007	06/01/2007
13	07/20/2007	PSW	Routing	$0.00	7634	7783		07/20/2007	07/31/2007	06/01/2007
12	07/20/2007	PSW	Routing	$0.00	7634	0		07/20/2007	07/31/2007	06/01/2007
11	07/12/2007	PSW	Routing	$0.00	6361	7632		07/12/2007	07/31/2007	06/01/2007
10	07/12/2007	PSW	Routing	$0.00	6349	6360		07/12/2007	07/31/2007	06/01/2007
0	06/29/2007		Misc Batch		0	0	DSDE			

In addition to the columns displayed on the screen, there are additional "informational or identifying" columns that can be viewed by scrolling through the window.



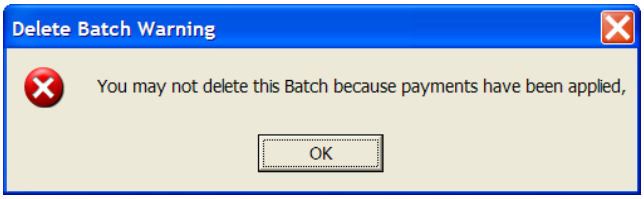
On the Invoice Edit screen, the icons within certain fields will launch other system functions, i.e. the icon next to the Invoice Number will allow a user to print that invoice.



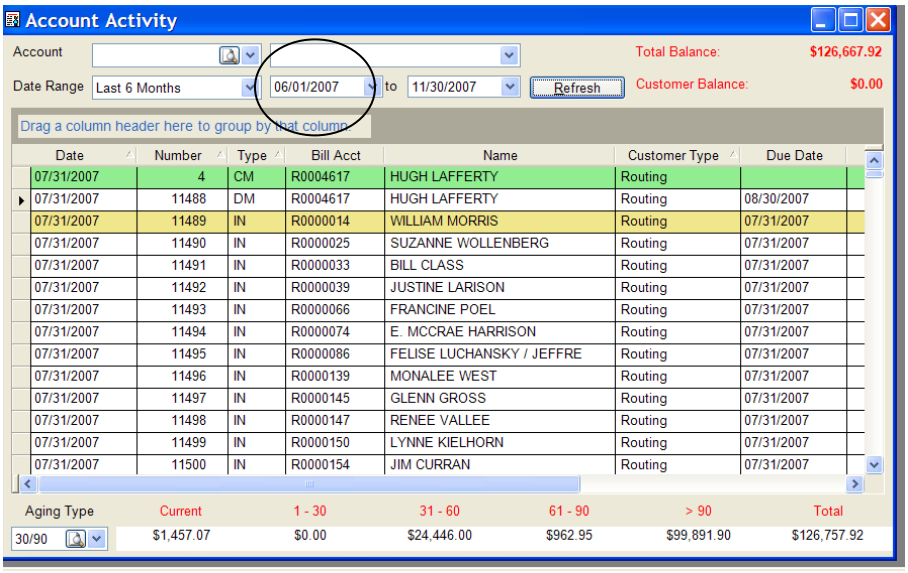
Delete a Batch

All batch history is stored on this screen. Deleted batches remain on the screen in red for an audit trail, while all active batches are displayed in white. Batches can only be deleted, if no payments have been applied to the invoices that make up that batch. Deleting a batch is very simple, enter the batch number to be deleted, and select the "Delete Batch" button.

If payments have been applied to the batch an error message will display with the following message.



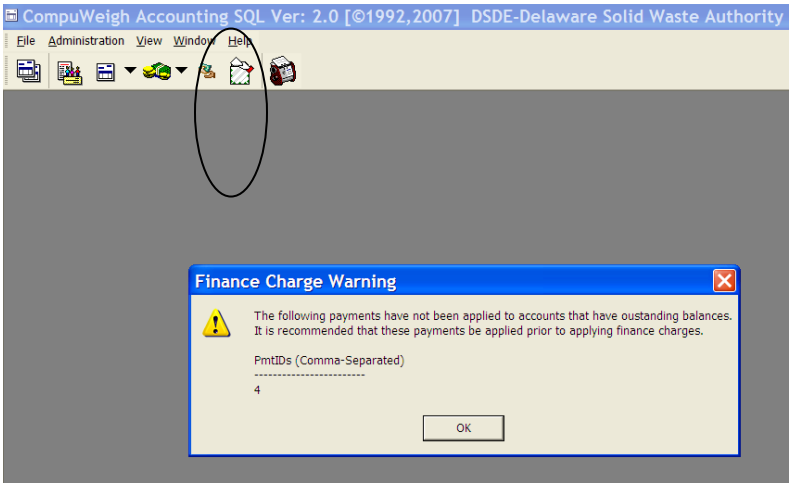
The account activity screen lists all the activity for every account. It can display the overall activity on the accounts as a whole, or for an individual account. It shows every invoice and payment made to that account for the time period selected. It shows an account balance as well as an account summary at the bottom of the screen.



Balances can be isolated for individual accounts by either selecting the desired account from the drop-down box in the upper left-hand corner of the screen, or by clicking on the desired account on the grid and clicking **Refresh**.

Finance Charges

Finance Charges can easily be assessed within this system launching the FC icon. If the below screen appears, it notifies the user that there is an incomplete process when posting payments and that the payment must be applied to an open invoice to continue. At the time of installation, the payment terms will be defined and set up in the system to calculate at the correct finance charge rate.

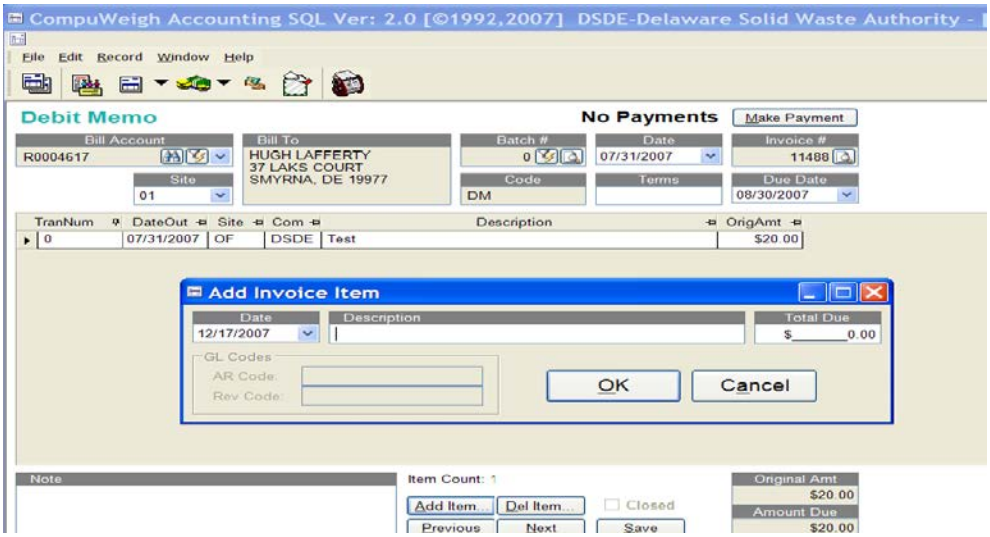


After completing the process and re-launching the Assess Finance Charges feature, the following screen will be displayed.

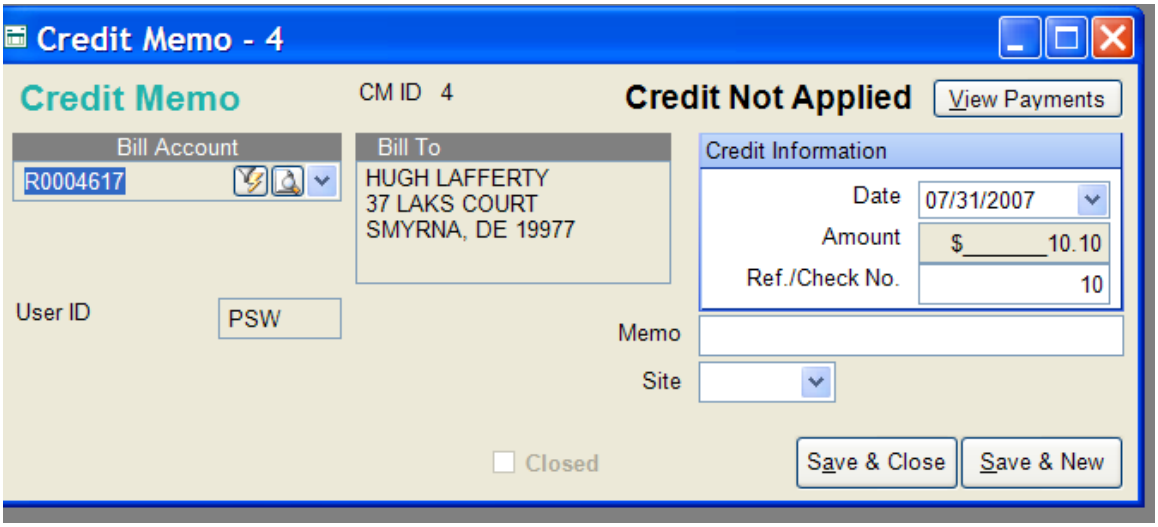
At this time, management has the discretion to determine which customers will be charged the displayed finance charge amounts. Simply un-checking the box will remove the customer from the finance charge process. The + sign at the beginning of the line, indicates there is information hidden. In this case, it would be the open invoices in which the finance charge calculations are being processed against.

Credit and Debit Memos (Adjustments)

The debit memo feature can be used to establish a beginning AR balance and any other situation where the account needs to be assigned additional charges. The debit memo screen is fairly plain which allows for the end user to define the invoice to includes as much information needed to assist the customer in understanding the charge on their account.

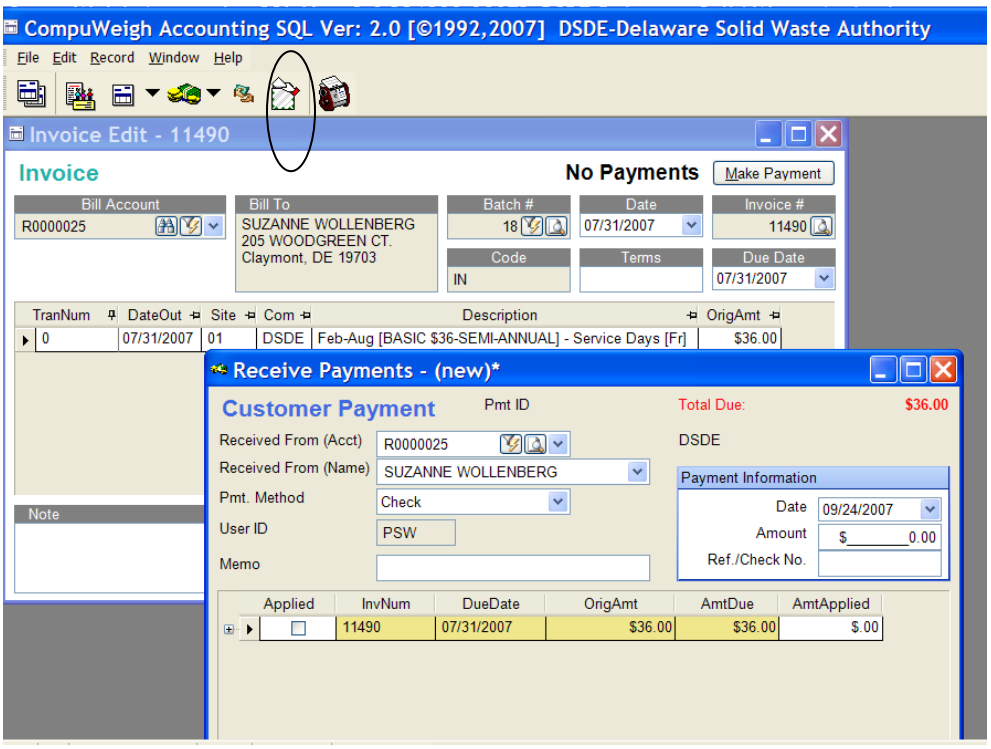


The credit memo feature is used to remove a charge or make a payment type adjustment. Also, within this screen the end user can immediately apply the Credit Memo to an invoice without having to launch another window.



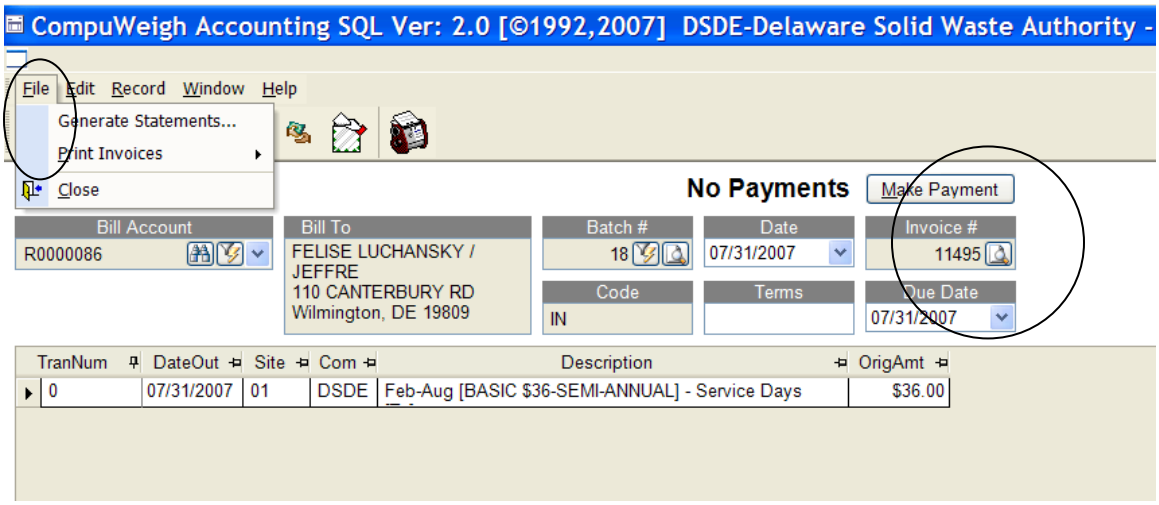
Payments

Payments are applied on a balance forward basis or on a per invoice basis.



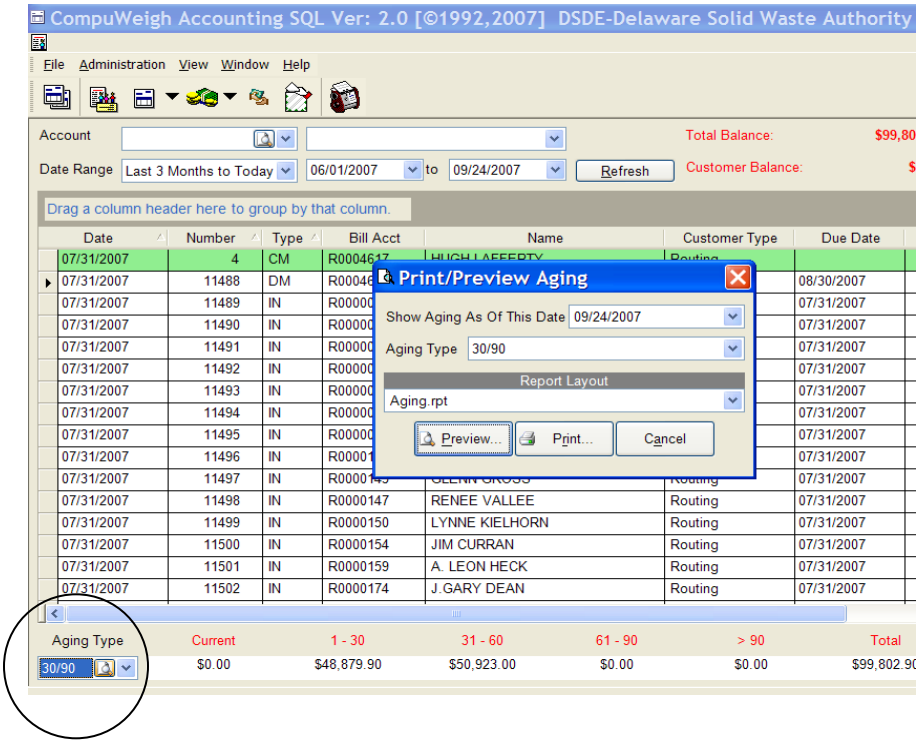
Reports

Within View Batches there are several ways to print an invoice or statement for the customer.



Aging Reports

On the accounting grid, the information that makes up the aging is found in the lower left corner of the window.



Accounting Reports

The following set of sample Accounting reports are provided for your review based on the requirements of the RFP. Again, these are 'sample' reports based on other customer's requirements. We have included some reporting time in our pricing to assist in the creation of these reports. Upon award, the Customer can provide PSLLC with the exact reports and PSLLC can provide a not to exceed number for the creation of those reports.

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Seattle Public Utilities

Aging Report

Printed On: 03/26/2010
Aging As Of: 03/26/2010

	Current	1 - 30	31 - 60	61 - 90	> 90	Total
000016 - BURKHALTER WRECKING	0.00	0.00	250.31	0.00	0.00	250.31
000033 - SOUTHLAND WASTE SYSTEMS	266,469.19	912.70	258,436.86	0.00	0.00	525,818.75
000054 - GOODWILL INDUSTRIES	6,352.74	0.00	0.00	0.00	0.00	6,352.74
000062 - REFUSE SERVICES, INC.	148,118.09	111.71	145,604.81	0.00	0.00	293,834.61
000093 - REAVES ROOFING CO	107.83	0.00	141.88	0.00	0.00	249.71
000149 - JAX POLLUTION CONTROL	54.53	0.00	0.00	0.00	0.00	54.53
000151 - MOVSOVITZ & SONS DBA FRESH	627.71	0.00	567.03	0.00	0.00	1,194.74
000231 - PARKS & RECREATION	1,569.36	0.00	1,100.17	0.00	0.00	2,669.53
000240 - STREETS & DRAINAGE/PUBLIC W	11,057.97	0.00	2,014.04	0.00	0.00	13,072.01
000255 - ATLANTIC BEACH	0.00	-12,412.18	12,412.18	0.00	0.00	0.00
000279 - SALVATION ARMY	43.01	0.00	0.00	0.00	0.00	43.01
000303 - SOLID WASTE DISPOSAL DIV	1,616.67	0.00	690.03	0.00	0.00	2,306.70
000321 - CARR-TECH INDUSTRIES	0.00	0.00	23.30	0.00	0.00	23.30
000356 - SHAPELLS	6,538.17	0.00	6,010.91	25,727.81	0.00	38,276.89
000358 - ANIMAL CONTROL	388.28	0.00	0.00	0.00	0.00	388.28
000368 - REALCO RECYCLING COMPANY	390.40	0.00	668.50	0.00	0.00	1,058.90
000382 - MCCURDY-WALDEN, INC.	0.00	0.00	39.43	0.00	0.00	39.43
000400 - ADVANCED DISPOSAL SERVICE/I	0.00	-229.41	0.00	0.00	0.00	-229.41
000435 - SOUTHLAND JAX BCH/COMMERC	0.00	357.85	0.00	0.00	0.00	357.85
000439 - ADS/ATLANTIC BEACH	0.00	-766.68	0.00	0.00	0.00	-766.68
000610 - J. B. COXWELL CONTRACTING, II	209.99	0.00	42.71	0.00	0.00	252.70
003423 - K.C. PETROLEUM INC.	66.91	0.00	0.00	0.00	0.00	66.91
003543 - C. A. P. CONTRACTING, INC	87.52	0.00	0.00	0.00	0.00	87.52
004301 - BEST-TEC ASBESTOS ABATEMEI	129.93	0.00	0.00	1,811.62	0.00	1,941.55
004745 - J&D MAINTENANCE AND SERVIC	338.69	0.00	404.88	0.00	0.00	743.57
004872 - REPUBLIC SERVICES OF FLORID	24,890.87	0.00	23,055.50	0.00	0.00	47,946.37
005144 - WASTE WATCHERS OF JACKSON	1,841.48	0.00	2,389.10	4,159.46	0.00	8,390.04
005153 - ADVANCED DISPOSAL SERVICES	400,618.57	590.87	401,785.48	439,542.80	0.00	1,242,537.72
005195 - ARWOODS, INC.	16,513.16	41.22	15,617.38	0.00	0.00	32,171.76
005746 - WASTE PRO OF FLORIDA, INC.	59,748.28	-914.02	61,599.93	0.00	0.00	120,434.19
006486 - SUNSHINE RECYCLING, INC.	8,841.12	-111.71	8,670.01	0.00	0.00	17,399.42
006507 - ARROWHEAD MAINTENANCE, INC	0.00	0.00	0.00	0.00	15,683.48	15,683.48
006593 - AMASON'S PORTABLE TOILETS&	2,483.89	0.00	2,332.23	0.00	0.00	4,816.12
008075 - ROSS & LOGAN INDUSTRIES, INC	134.42	-250.31	250.31	390.40	0.00	524.82
009666 - ADKINS ELECTRIC, INC	31.06	0.00	0.00	0.00	0.00	31.06
012001 - STRATEGIC MATERIALS INC	578.28	0.00	510.78	0.00	0.00	1,089.06
012761 - SOUTHLAND WASTE SYSTEMS/ F	8,159.84	0.00	8,283.04	0.00	0.00	16,442.88
012925 - THOMPSON ELECTRIC, INC	31.36	0.00	0.00	0.00	0.00	31.36
013497 - BLADE BUSTER LLC	62.43	0.00	53.17	0.00	0.00	115.60

Payment Report

REGION 2000 SERVICES AUTHORITY

Payment List

Print Date: 3/26/2010
Print Time: 9:42:29AM
Criteria:

R0000025

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
34	3/26/10	R0000025	$72.00	12345	Check	
	Account Total		**$72.00**			

R0000033

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
35	3/26/10	R0000033	$36.00	546342	Check	
	Account Total		**$36.00**			

Grand Total **$108.00**

Payment By Revenue Account Report

Miami County Sanitary Department

Revenue Listing

Print Date: 3/26/2010
Print Time: 12:10:32PM
Criteria: [Account] Between '0' and 'ZZZZ

Payment Date	Revenue Acct	Revenue Acct Description	Amount
02/12/2009	437.3476	POLITICAL TRANSFER STATION	$500.00
02/24/2009	437.3476	POLITICAL TRANSFER STATION	$1,195.00
03/16/2009	437.3476	POLITICAL TRANSFER STATION	$8,788.97
03/25/2009	437.3476	POLITICAL TRANSFER STATION	$10.00
		Sub Total (437.3476)	**$10,493.97**
02/12/2009	437.3495	TRANSFER STATION REVENUE	$2,400.00
02/18/2009	437.3495	TRANSFER STATION REVENUE	$2,616.35
03/16/2009	437.3495	TRANSFER STATION REVENUE	$1,883.96
03/26/2009	437.3495	TRANSFER STATION REVENUE	$0.59
06/16/2009	437.3495	TRANSFER STATION REVENUE	$4,256.32
08/04/2009	437.3495	TRANSFER STATION REVENUE	$117,534.92
08/31/2009	437.3495	TRANSFER STATION REVENUE	$187.01
10/26/2009	437.3495	TRANSFER STATION REVENUE	$6,000.00
		Sub Total (437.3495)	**$134,879.15**
02/18/2009	437.3495.001	OEPA TIPPING FEE	$383.65
03/16/2009	437.3495.001	OEPA TIPPING FEE	$330.56
06/16/2009	437.3495.001	OEPA TIPPING FEE	$777.41
08/04/2009	437.3495.001	OEPA TIPPING FEE	$1,126.96
08/31/2009	437.3495.001	OEPA TIPPING FEE	$23.00
		Sub Total (437.3495.001)	**$2,641.58**
		Grand Total	**$148,014.70**

Account Activity Report

Solid Waste Management Services

Account Activity

3/26/10

Date	Number	Type	Bill Account	Name	Due Date	Orig Amt	Amt Paid	Amt Due	Days Past Due
12/31/09	133	IN	000016	Barlow Wrecking	1/15/10	$156.82	$156.82		
1/31/10	196	IN	000016	Barlow Wrecking	2/15/10	$250.31		$250.31	39
2/17/10	122	PMT	000016	Barlow Wrecking			$163.99		
2/25/10	199	PMT	000016	Barlow Wrecking			$156.82		
					Totals ===>	$407.13	$320.81	$250.31	

Type	Current	1 - 30	31 - 60	61 - 90	> 90	Total
30/90	$0.00	$0.00	$250.31	$0.00	$0.00	$250.31

Statements

Jacksonville
Where Florida Begins.

INVOICE

CITY OF JACKSONVILLE, FLORIDA

GENERAL ACCOUNTING DIVISION

INVOICE NUMBER:ARDO10000171

BILL TO
SOLID WASTE DISPOSAL DIV
PWSW441DO 04306
SOLID WASTE & RESOURCE MGT.
JAX, FL 32202

REQUESTS FOR TICKET CORRECTIONS MUST BE SUBMITTED WITHIN 30 DAYS OF INVOICE DATE

INVOICE NUMBER	ARDO10000171
REFERENCE NUMBER	274
CLOSING DATE	02/28/2010
CUSTOMER NUMBER	ARI000301 02
AMOUNT ENCLOSED	

TAX COLLECTOR'S USE ONLY:
SOLID WASTE DISPOSAL
20100228

RETURN THIS PORTION OF INVOICE WITH PAYMENT
FOLD ON THE LINE BELOW

Ticket / Check #	Type	Date	Description	Weight in Pounds	Amount
34289	IN	02/02/2010	7-Special Waste [7.23 TN]	14,460	$296.43
35475	IN	02/05/2010	4-Commercial Waste City Agencies [8.69 TN]	17,380	$259.57
35871	IN	02/08/2010	7-Special Waste [7.25 TN]	14,500	$297.25
35917	IN	02/08/2010	7-Special Waste [4.49 TN]	8,973	$183.95
36250	IN	02/09/2010	7-Special Waste [1.48 TN]	2,967	$60.82
37391	IN	02/12/2010	7-Special Waste [6.28 TN]	12,560	$257.48
41408	IN	02/26/2010	7-Special Waste [6.37 TN]	12,740	$261.17
				83,580	**$1,616.67**

CREDIT
GENERAL LEDGER ACCOUNT:
115000 115231

PLEASE PAY THIS AMOUNT **$1,616.67**

REMITTANCE ADDRESS:

TAX COLLECTOR
231 E. FORSYTH ST. ROOM 141
JACKSONVILLE, FLORIDA 32202

FOR INFORMATION REGARDING THIS INVOICE CALL 904.387.8837

MIAMI-DADE COUNTY

2525 NW 62nd Street
Miami, Florida 33147

Department of Solid Waste Management

Invoice

Billing Address		
LOPEZ FRAXEDAS CORP 2601 S.W. 69th Court Miami, FL 33155	Account #	202
	Date	11/10/2008
	Invoice #	1538
	Due Date	Due Upon Receipt

Current Invoice Due	Total Amount Due
2,493.00	**5,953.00**

Account Summary	
Previous Balance	3,460.00
Total Credits and Adjustments	0.00
Total Payments Received	0.00
Total Current Charges	2,493.00
Total Amount Due	**5,953.00**
Total Past Due Amount	3,460.00

If full payment of the invoiced amount is not received within 30 days of invoice date, you will be charged a monthly late fee of 1.5% of the unpaid amount. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law. For billing inquires please call, (305) 514-6743

Current	1 - 30	31 - 60	61 - 90	> 90	Total
2,493.00	0.00	0.00	2,191.00	1,269.00	5,953.00

MIAMI-DADE COUNTY

Payment Coupon

Please detach and enclose this protion with your payment - do not send cash.

		Account #
		202
	Date	Invoice #
	10/15/2006	1538
Due Date	Total	Amount Paid
Upon Receipt	5,953.00	

LOPEZ FRAXEDAS CORP
2601 S.W. 69th Court
Miami, FL 33155

Please make check payable to:

Miami Dade County Solid Waste Management
Attn: Accounting Division
2525 NW 62nd Street
Miami, Florida 33147

Page: 1

Miami County Sanitary Department
Transfer Station
2200 N. County Rd. 25-A
Troy, Ohio 45373
(937) 440-3488

Date: 03/26/2010
Page: 1

STATEMENT

For Dates 1/1/2007 to 1/31/2007

Customer ID: 004

Due Date: Please Pay By The 21st of March

MIAMI CTY ANIMAL SHELTER
201 W MAIN ST
TROY, OH 45373-

Previous Balance:	$194.75
Current Charges:	$267.60
Payments:	$0.00
Adjustments:	$0.00
Current Balance:	$462.35

Make Checks Payable To: Miami County Transfer Station
To Insure Proper Credit, Please Include Account Number On Your Check

Date	Receipt #	Description	Tonnage	Amount
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/18/2007	545818	30-CSW - Commercial Solid Waste	.98	$53.90
01/31/2007	547180	Ohio EPA Fee	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	Extra Fee 1	.00	$2.28
01/31/2007	547180	30-CSW - Commercial Solid Waste	.65	$33.02
		Current Invoice	4.89	$267.60
		If Paid By The 15th		$454.53
		If Paid By The 21st		$462.35

A 1.5% Service Charge Will Be Added Monthly To All Accounts After 21st Of The Month

Credit Memo List

Credit Memo List

Print Date: 3/26/2010
Print Time: 12:17:28PM
Criteria: [Account] Between '0' and 'ZZZZZZZZ

000439 BARLOW WRECKING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
18	2/5/10	000439	$412.91		Credit Memo	credit re 23239 bill to 5153 advanced
19	2/5/10	000439	$353.77		Credit Memo	credit re 21703 bill to 5153 advanced
	Account Total		**$766.68**			

000400 WEGLEIN DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
20	2/5/10	000400	$229.41		Credit Memo	credit re 17197 400 ad. res bill 5153
	Account Total		**$229.41**			

005153 HIRSCH LANDSCAPING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
3	1/26/10	005153	$228.80		Credit Memo	re 18665 belongs to acct. 33
4	1/26/10	005153	$41.22		Credit Memo	credit re 20930 bill to 5195 arwoods
5	1/26/10	005153	$139.79		Credit Memo	credit re 19196 bill to 33 southland
6	1/26/10	005153	$65.71		Credit Memo	credit re 22425 bill to 33 southland
17	1/28/10	005153	$162.49		Credit Memo	credit re 21488 bill to 33 southland
173	2/19/10	005153	$531.09		Credit Memo	credit re 26053 1/1/10
174	2/19/10	005153	$43.91		Credit Memo	credit re 27053 1/6/10
175	2/19/10	005153	$219.54		Credit Memo	credit re 27203 1/6/10
176	2/19/10	005153	$191.17		Credit Memo	credit re 27123 1/6/10
	Account Total		**$1,623.72**			

006593 HOLMES WASTE REMOVAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
200	2/26/10	006593	$27.00		Credit Memo	credit re 99416 10/31/2009 per Fred apprc
	Account Total		**$27.00**			

008075 CARMEN CONSTRUCTION

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
21	1/31/10	008075	$250.31		Credit Memo	credit re 21983 $1.79 on credit next invoic
	Account Total		**$250.31**			

000435 DOWNEY DISPOSAL

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
10	2/5/10	000435	$153.23		Credit Memo	credit re 17743 bill to 33 southland
	Account Total		**$153.23**			

000033 FIEDLER WASTE HAULING

ID	Date	Account	Amount	Ref/Check No.	Method	Memo
1	1/26/10	000033	$130.23		Credit Memo	re 18695
8	1/26/10	000033	$132.62		Credit Memo	credit re 21034 bill to 435 sws bch
9	1/26/10	000033	$159.51		Credit Memo	credit re 21667 bill to 435 sws bch
11	1/26/10	000033	$218.95		Credit Memo	credit re 17888 bill to 435 sws bch

Page #: 1

Debit Memo List

Debit Memo Listing

Print Date: 3/26/2010
Print Time: 12:18:51PM
Criteria:

005153 HIRSCH LANDSCAPING

ID	Date	Description	Amount
180	1/26/10	re credit from 18695	$130.23
190	1/26/10	debit re 18977	$181.72
192	1/29/10	debit re 23239	$412.91
193	1/29/10	debit acct. 5153	$353.77
194	1/29/10	debit 5153	$232.28
251	2/10/10	Debit RE:29915	$197.74
252	2/10/10	debit re 27824	$358.14
259	2/19/10	debit re 27824 1/8/10 wgt diff.	$347.80
		Totals For Acct: 005153	**$2,214.59**

005195 TWIGG TREE REMOVAL

ID	Date	Description	Amount
182	1/26/10	debit re 20930	$41.22
		Totals For Acct: 005195	**$41.22**

017776 JOHNSON JUNK REMOVAL

ID	Date	Description	Amount
250	1/31/10	debit re 21983	$252.10
		Totals For Acct: 017776	**$252.10**

000062 HANSON REMOVAL

ID	Date	Description	Amount
257	2/19/10	debit re 27748 1/8/10	$111.71
		Totals For Acct: 000062	**$111.71**

000435 DOWNEY DISPOSAL

ID	Date	Description	Amount
186	2/5/10	debit re 21034	$132.62
187	2/5/10	debit re 21667	$159.51
189	2/5/10	debit re 17888	$218.95
		Totals For Acct: 000435	**$511.08**

000033 FIEDLER WASTE HAULING

ID	Date	Description	Amount
253	2/19/10	debit re 26053 1/1/10	$531.09
254	2/19/10	debit re 27053 1/6/10	$43.91
255	2/19/10	debit re 27203 1/6/10	$219.54
256	2/19/10	debit re 27123 1/6/10	$191.17
183	1/26/10	debit re 19196	$139.79
184	1/26/10	debit re 22425	$65.71
188	1/26/10	debit re 17743	$153.23
191	1/28/10	debit re 21488	$162.49
181	1/26/10	debit for re 18665	$228.80
		Totals For Acct: 000033	**$1,735.73**

Debit Memo Grand Total: $4,866.43

Page: 1

Last Page of Account Balance Report

3/26/10 Fri
Ver 5.0.2067

Seattle Public Utilities

12:09 pm
Page 14

Actg Balance Report

File: SEWATRAN - DATASERVER\SQL2005
[ActgBalance] > 0

Account	Company	Deposit	DepositDate	ActgBalance	ActgBalanceDate
T43996	AMICO, TRACI SUSAN	$0.00		$18.00	06/30/09
T43997	JOSEPH, GARCIA	$0.00		$118.80	06/30/09
T43999	MARASSI, NICHOLAS P	$0.00		$75.60	06/30/09
T44000	MANOR, BARNETT LEWIS	$0.00		$29.70	06/30/09
T44001	SOECKE, MATTHEW TARAS	$0.00		$103.95	06/30/09
T44003	MECHANICAL ANIMALS	$0.00		$29.70	06/30/09
T44004	MARTIN, KARYN ELAINE	$0.00		$52.65	06/30/09
T80803	FONUA, TIVI			$171.87	06/30/09
T80867	ARTEAGA, ERIK			$184.22	06/30/09
T80884	SAVAGE, JOHN*COL2005			$179.07	06/30/09
T80888	ALDERSON, CHRISTOPHER*COL2005			$141.06	06/30/09
T81095	SIGURDSON, KIRK			$306.36	06/30/09
T81205	BELOV, VALENTIN Y			$0.15	06/30/09
T81212	DELTA TECHNOLOGY CORPORATION			$15.00	06/30/09
T81213	BARRIER CONSTRUCTION			$81.17	06/30/09
T81220	UNKNOWN			$25.00	06/30/09
T81221	VERTIEX HOMES			$25.76	06/30/09
T81226	LE, TRUNG VAN			$15.00	06/30/09
T81233	DEGRAZIA, CHRIS			$15.30	06/30/09
T81236	CRUZ, RAUL	$0.00		$25.50	06/30/09
T81237	UNKNOWN	$0.00		$27.27	06/30/09
T81240	UNKNOWN	$0.00		$310.00	06/30/09
T81241	OVERA-SANTOS, ERASMO	$0.00		$18.18	06/30/09
T81242	UNKNOWN	$0.00		$8.00	06/30/09
T81243	LOHMAN FIGUEROA, FRENANDO	$0.00		$27.27	06/30/09
T81244	DICTADO, FRANCISCO	$0.00		$18.00	06/30/09
T81245	JEZERINIAC, SHOWN E	$0.00		$27.27	06/30/09
T81246	GRUNFELD, IAN	$0.00		$27.27	06/30/09
T81247	IFOPO, ILE	$0.00		$27.27	06/30/09
T81248	WALKER, RYAN E	$0.00		$39.39	06/30/09
T81249	JEFFERSON, TERRY L	$0.00		$18.00	06/30/09
T81250	MICHOLS, LISA B	$0.00		$27.00	06/30/09
T81251	IRONS, CONNIE ALICE	$0.00		$18.00	06/30/09
T81252	UNKNOWN	$0.00		$27.00	06/30/09
T81254	PODNAR, BRET	$0.00		$27.00	06/30/09

Records Read-> 775 of 775

Available reports include: AR Summary, AR Statement, AR Invoice, AR Invoice/Statement, AR Payment Posted, AR Finance Charges Assessed, Debit/Credit Memo Listing.

The report descriptions are as follows:

- **AR Summary** – Lists each account's current outstanding balance, broken down between "Current", "1 to 30", "31 to 60", "61 to 90", "> 90" and "Total". The aging window can be defined based on the customer's billing terms.
- **AR Statement** – Displays an account's previous balance, followed by in chronological order, a list of all account activity, including adjustments, payments and invoices, showing balance due as of the printing of the statement
- **AR Invoice** – Displays the detailed information on individual transactions that make up an invoice.
- **AR Invoice/Statement** – Prints the Invoices and Statements collated by account.
- **AR Payments Posted** – Displays payments that have been posted to accounts.
- **AR Finance Charges Assessed** - Displays finance charges that have been assessed.
- **Debit/Credit Memo Listing** – Displays a list of all debit or credit memos created for a specific period of time.

The report opens up in a Crystal Report® Viewer. From here you can print it, export it to another file type or simply view it on the screen. For easy viewing, you can scroll through the pages or click on an account on the left-hand panel and the viewer will go right to the page for the account.

The layout and information presented on the invoices and statements are customer specific. PSLLC staff will work with the customer to design a layout which is satisfactory to you and if necessary where the standard aging reports do not offer the information required for the District to manage their business, PSLLC will work with the district to design a report that will offer value.

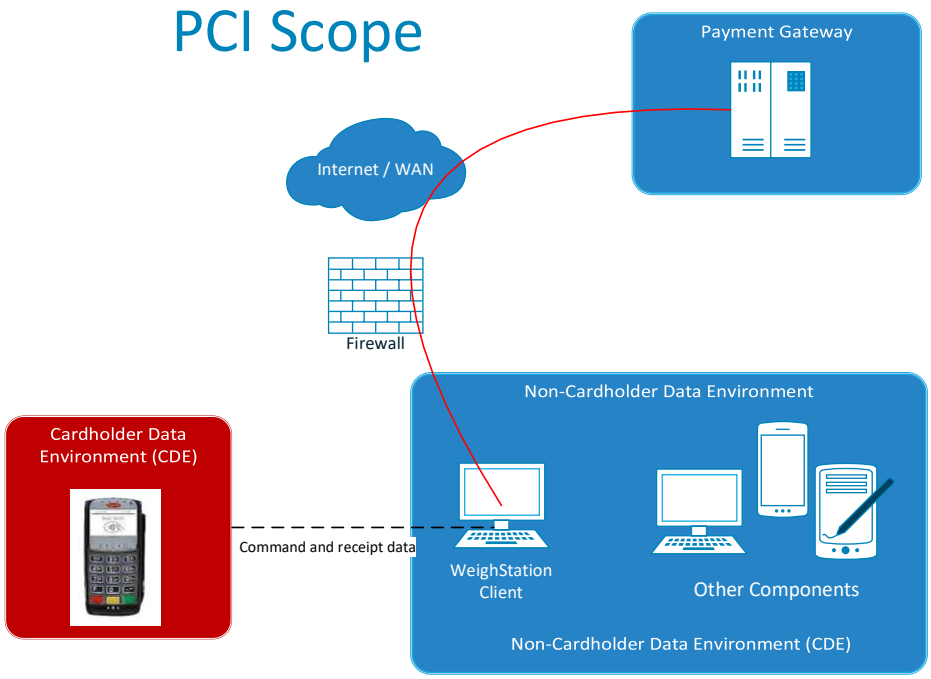
Integrated Accounting Features

8. Complete data management from start of transaction to receipt of payment.
9. Finance Charges.
10. Adjustments.
11. Payments.
12. Reporting.
13. Invoice Creation.
14. Statement Creation.

4.4.10.21 WeighPay (Credit Card) Module

The WeighPay (Credit Card) Module allows sites to accept credit cards at any facility and store information pertaining to the credit card transaction right within the scale transaction. The Module allows scale operator's to electronically process credit card transactions utilizing a number of third-party PCI Complaint applications. Currently our integrations are with Elavon, Card Connect, Axia, Point & Pay and Govolution.

The following diagram depicts the Cardholder Data Environment.



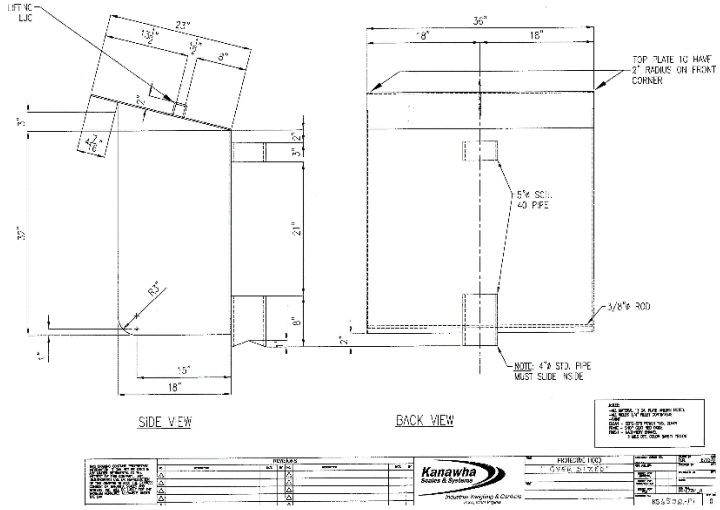
4.4.10.22 Signature Capture Module

The Signature Capture Module within the application will allow the software to prompt the user to obtain a signature based on certain pre-determined rules configured in the application. This signature is stored with the transaction and is printed on the ticket (with capable printers). The signature can be viewed or printed at a later date, if necessary, right from within the application. We work with a number of signature capture pads and also have the ability to capture the signature on an approved touch screen device.

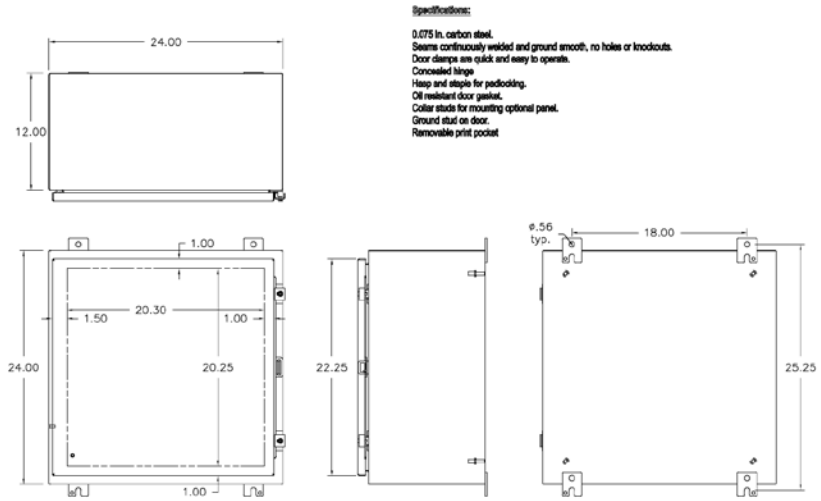
4.4.10.23 Unattended Operation Module

The system supports integration with a number of peripheral devices to automate your scale lane. A popular unattended terminal includes a thermal receipt printer; color LCD monitor (sunlight readable at 1550 nits), Keyboard/Keypad, Proximity Card Reader and intercom system. The driver will pull onto the scale and the LCD will state “Waiting for Scan”. The driver will wave a proximity card in front of the proximity card reader and the system can prompt for additional information from the driver (if required). The questions can be presented in English and/or Spanish. The driver will make the entry on the keyboard based on a list on the LCD. Once all additional information has been entered, the system will capture the vehicle weight. If the vehicle has a stored tare weight, the system will complete the transaction and print the driver a ticket. If the transaction is not completed, the driver will be required to return to an outbound scale and complete the transaction either from an unattended terminal or by a scale operator. The system can integrate with RFID Readers, gates, loops, lights, photo eyes, and more. With our proven record throughout North America we believe we have the most integrated solution to meet your needs. The LCD and keyboard can be replaced with a touch screen computer. The RF Module within the application will allow the software to read RFID tags from RF Readers (for example Transcore, HID and other RFID readers and tags). By using RF technology, the Customer will improve processing time, reduce data entry errors and allow for the use of unattended and optional by-pass lane functionality. PSLLC has successfully installed these systems at a number of facilities. Each of our unattended enclosures are custom built to meet your business requirements. The picture below shows a customized enclosure that incorporates a color LCD, stainless steel keyboard, proximity card reader, magnetic ticket dispenser, credit card swipe, and thermal receipt printer with a 6” paper roll, intercom and a transaction start button. This below image is a sample enclosure. It shows the flexibility that PSLLC has in order to meet our customers’ business needs. On each screen, the driver would have the ability to cancel the transaction. The system can be configured to treat that cancel function as a roll-through or simply cancelling the transaction.

Sample Swing Away Enclosure Drawing



Sample Unattended Enlcosure



4.4.10.24 RF Module

The RF Module allows the system to integrate to Radio Frequency hardware that will identify the vehicle as it pulls onto the scale. This identification will retrieve the correct vehicle to start or complete a transaction depending on the direction. This will assist the County in ensuring the transaction is processed for the correct vehicle/bill account and removes human error. By using RF technology, the Customer will improve processing time, reduce data entry. PSLLC has successfully installed these systems at a number of facilities.

4.4.10.25 Video/Picture Module

This module allows for the WeighStation program to interface with a video recorder or IP Camera. PSLLC has the ability to integrate to a digital video recorder (DVR), PSLLC works with a vendor which stores the video digitally in a SQL database. PSLLC would then write from our SQL database directly to the video's SQL database which allows for any transaction information associated with the transaction to be searchable through the video. The DVR is custom built based on the needs and requirements for each Customer. By integrating to IP Camera's, we can store images of the vehicle within the database with the transaction.

4.4.10.26 Traffic Light Module

PSLLC has experience in the control of traffic lights. We have the ability to configure our software to turn lights on/off based on where the customer is during the transaction process. PSLLC can control traffic lights on the scale lane. The system can turn a light green or red based to initiate or complete a transaction. We have implemented this process in a couple different ways based on our customer's business requirements.

4.4.10.27 Traffic Gate Controls

PSLLC has experience in the control of traffic gates. We have interfaced with gates and loop detectors in order to know when to open a gate based on certain criteria. This information can be displayed in English or Spanish. For example, if a customer has a gate before and after the scale, the software interfaces with a loop detector prior to the entrance gate to identify that someone is or is not on the loop. When a vehicle is detected on the loop the system will check to see if there is a transaction in process or if the weight on the scale is below a certain threshold. If there is a transaction in process or the scale has a weight above a threshold the system will not open the gate until the scale weight has reached zero. Once the weight hits zero, the gate will open to allow the driver to pull onto the scale. The driver will complete their transaction (either in attended or unattended mode) and the system will then open the exit gate. Loop detectors after each gate will close the gate once it is safe to do so.

PSLLC has also controlled access gates to a site. Based on the driver's access times, the system will allow a driver to enter the facility after-hours. This will allow the customer

the ability to operate during non-business hours perhaps in an unattended mode utilizing our unattended enclosure.

4.4.10.28 Scale Monitoring Module

The Scale Monitoring Module is designed as an additional audit tool that can be utilized to ensure that all traffic that is going over the scale is being weighed and a ticket is being generated. The module will give you the ability to determine the Weight Threshold and the Weight Difference to track. If a vehicle goes over the scale and exceeds the Weight Threshold, the Scale Monitoring Module tracks that vehicle and makes sure a transaction is generated. If a transaction is not created, a message is written to the log and a record is created in a Scale Log table with the associated rule that was violated. PSLLC will show a diagram if the scale monitoring process that occurs within WeighStation in a demonstration. In CompuWeigh, users with Reporting rights will be able to review any activity that went over the scale without creating an actual WeighStation transaction.

4.4.10.29 WeighPass Module

The WeighPass Module within the application will allow the software to control entry to or exit from the facility by use of by-pass lanes. This application can allow access to certain vehicles during specified times of the day and also allow vehicles to exit through a lane to by-pass the scale (if all information had been captured to complete a transaction). We utilize RF or barcode technology to identify the vehicle and compare the captured information to rules within the application. These lanes are usually gated in order to prevent unauthorized entry or exit. This module can prevent skip-outs or unauthorized entry into your facility. We have customers who utilize this module to allow for after-hours access to a facility.

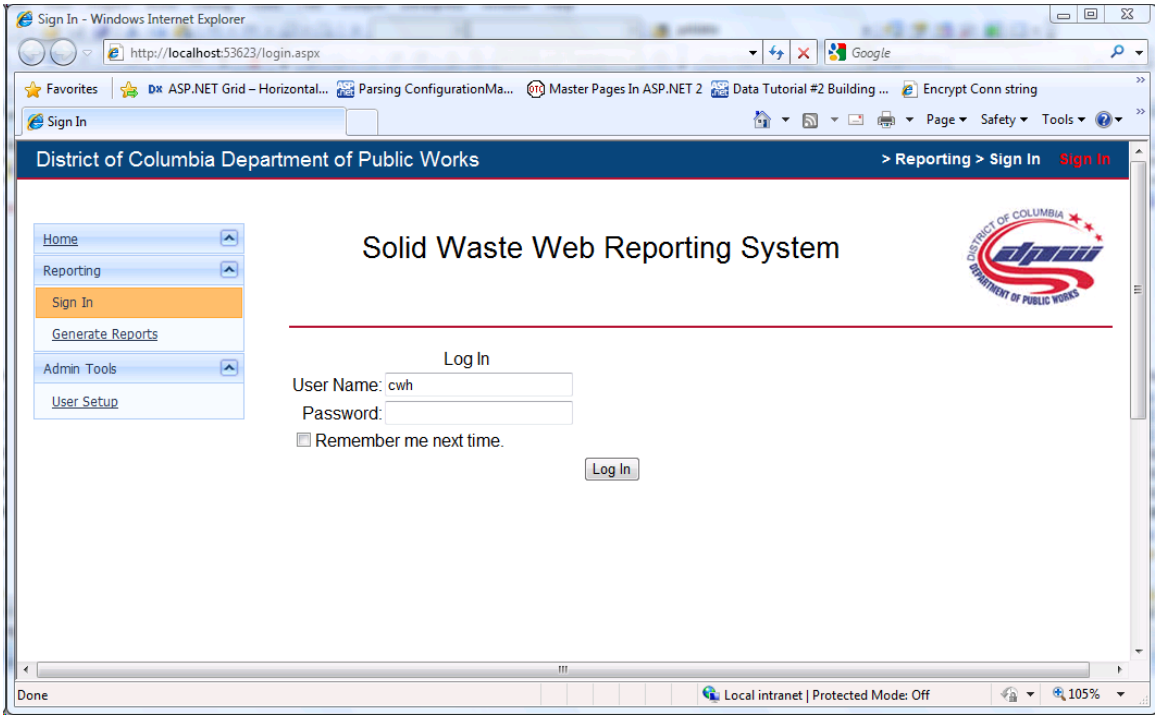
4.4.10.30 Jobs Module

This optional module allows the customer to setup specific jobs to track materials for agreed upon circumstances with accounts. For example, an agreement with an account could be to bring in a specified amount of waste, number of trips, etc. and the system would log this information with the transaction and control when to prevent additional transactions associated with this job.

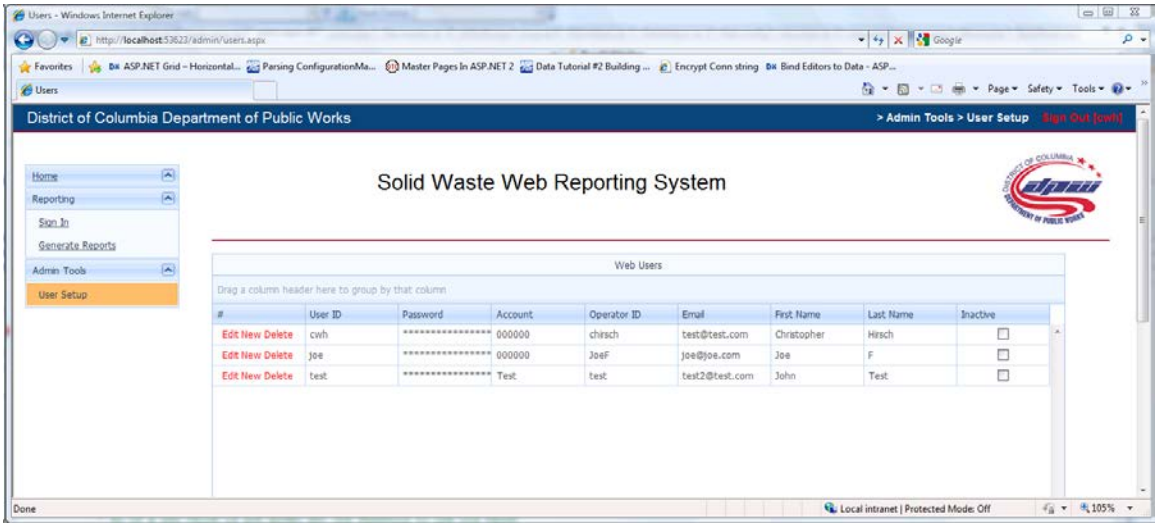
4.4.10.31 Web Reporting and Payment Module

This optional module allows for authorized customers of the facility to view read only transactional data via a Web Browser for their specific account. In addition, a new feature has just been added to allow the acceptance of Credit Card payments via this site. The customer is responsible for housing the site and obtaining the necessary SSL.

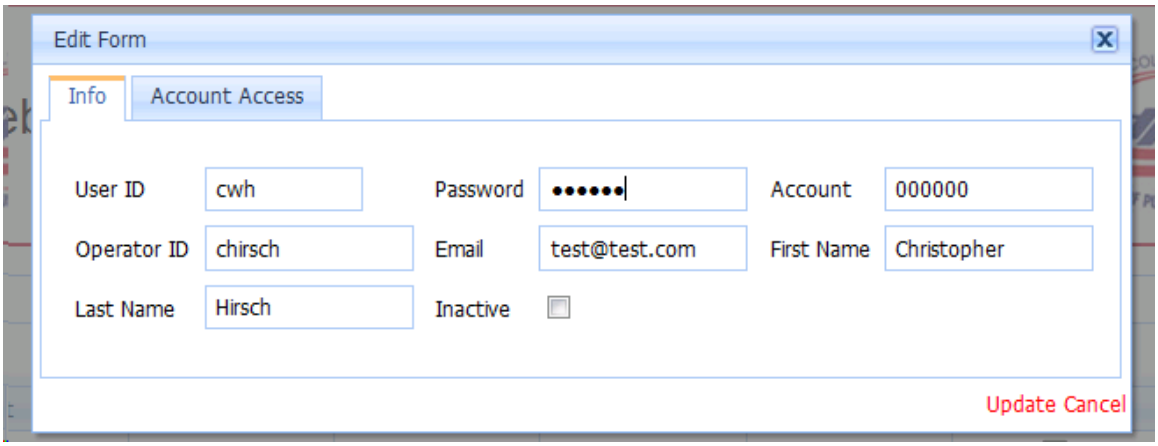
The following screen shows a typical customer login window.



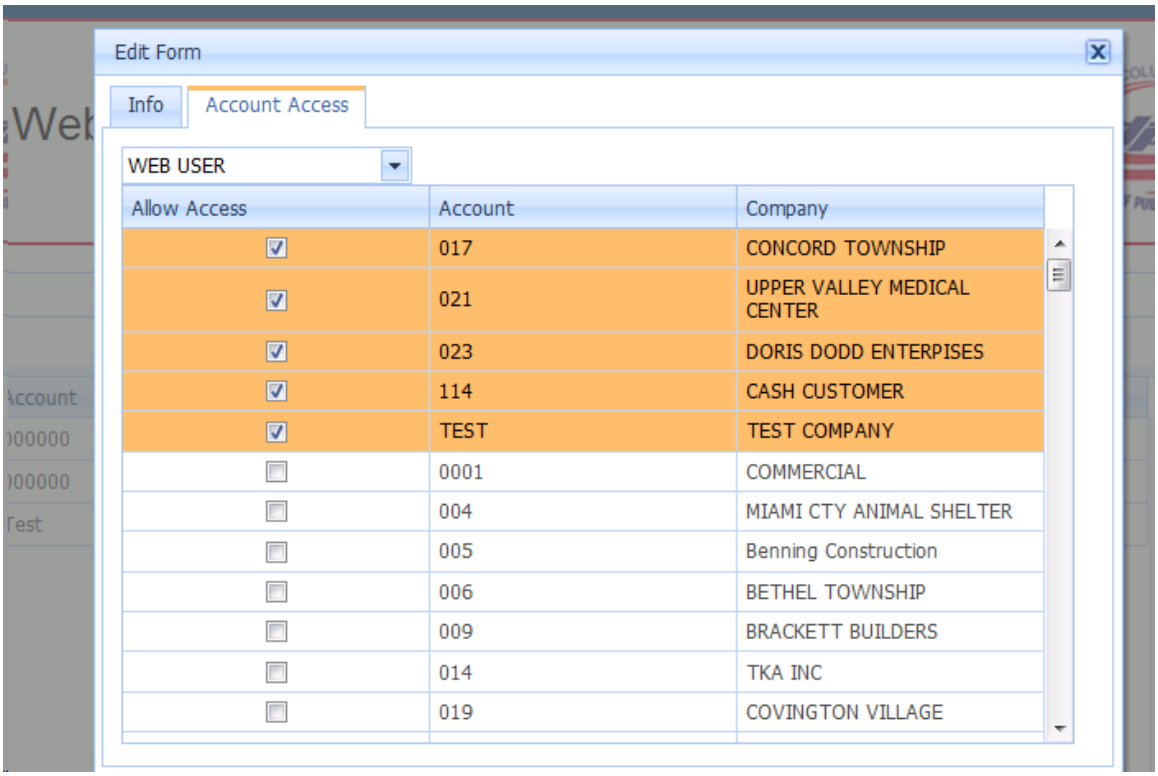
This user screen displays all of the users for the customer. This screen allows an administrative user for the customer to add, modify, delete, make inactive, etc. the users for their own company.



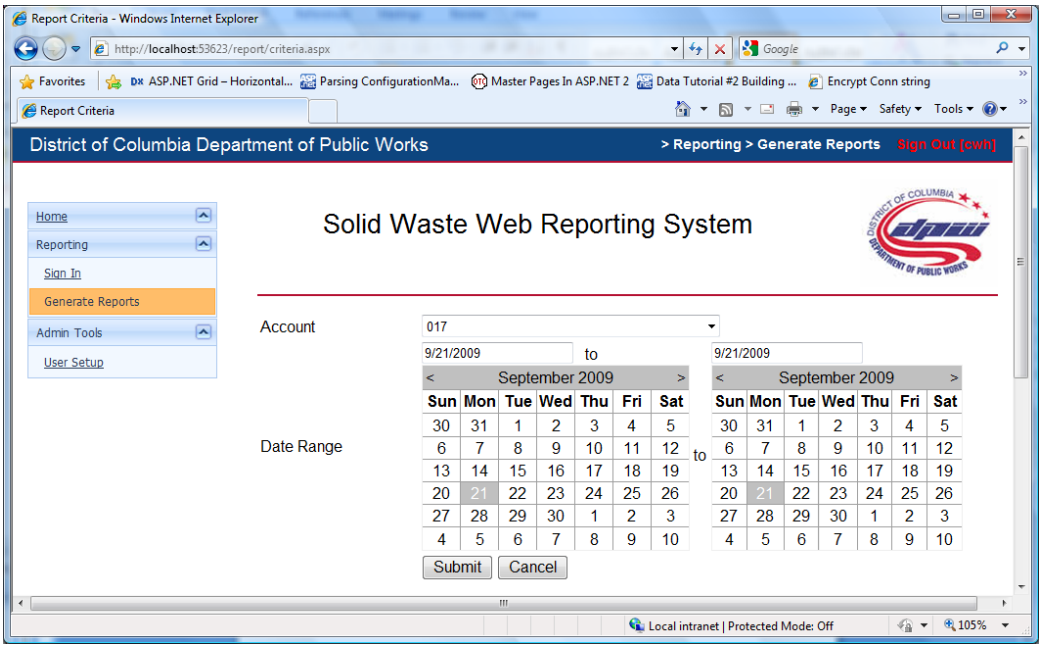
The customer administrator has the ability to modify information about each of their users through the Edit Form.



Each user can be allowed access to only certain accounts within a customers account database.



Once a user has successfully logged into the system, they are presented with the available accounts in addition to the date range of the view they would like to see.



Once the user clicks on submit the following view is returned.

Back to Criteria

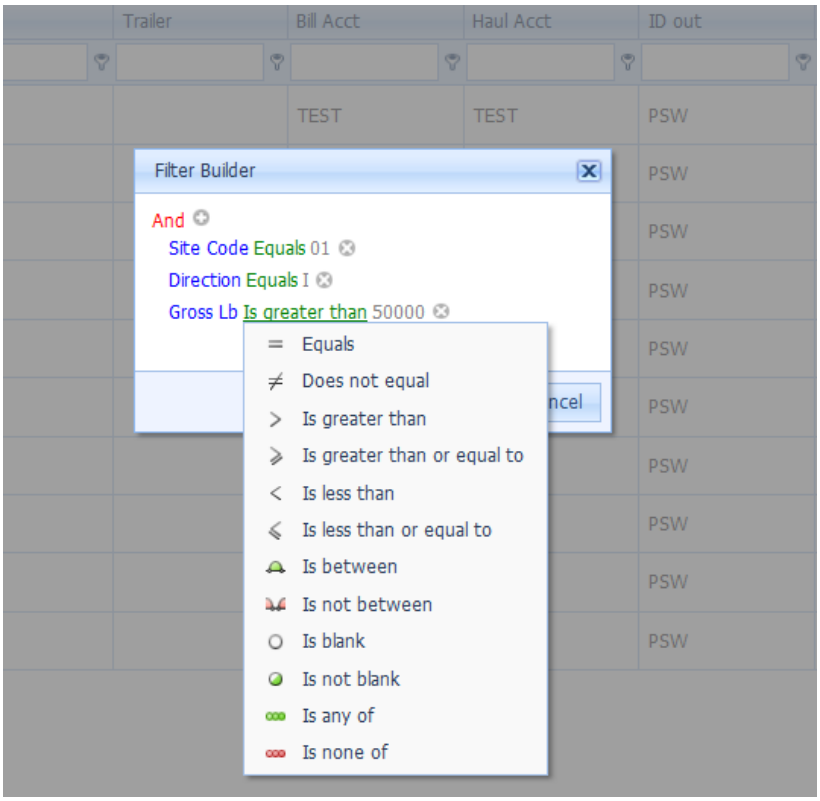
Criteria
Date: Between 9/21/2007 AND 9/21/2009
Account: TEST

Export To PDF | Export to XLS | Export to RTF | Export to CSV

Drag a column header here to group by that column

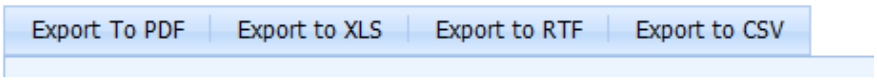
Time In	Date Out	Time Out	Direction	TT Label	PT Label	VT Label	OT Label
18:16:22	5/29/2009	18:16:22	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
13:52:19	6/1/2009	13:52:19	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
13:54:08	6/1/2009	13:54:08	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
13:57:49	6/1/2009	13:57:49	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
13:58:00	6/1/2009	13:58:00	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
16:49:01	6/1/2009	16:49:01	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
17:04:32	6/1/2009	17:04:32	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
17:04:41	6/1/2009	17:04:41	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp
17:11:10	6/1/2009	17:11:10	I	10-Commercial Customer	1-Charge	10-Automobile	50-Tipp

The user utilizing our Filter Builder can narrow down the results into a sub-set of the received data.

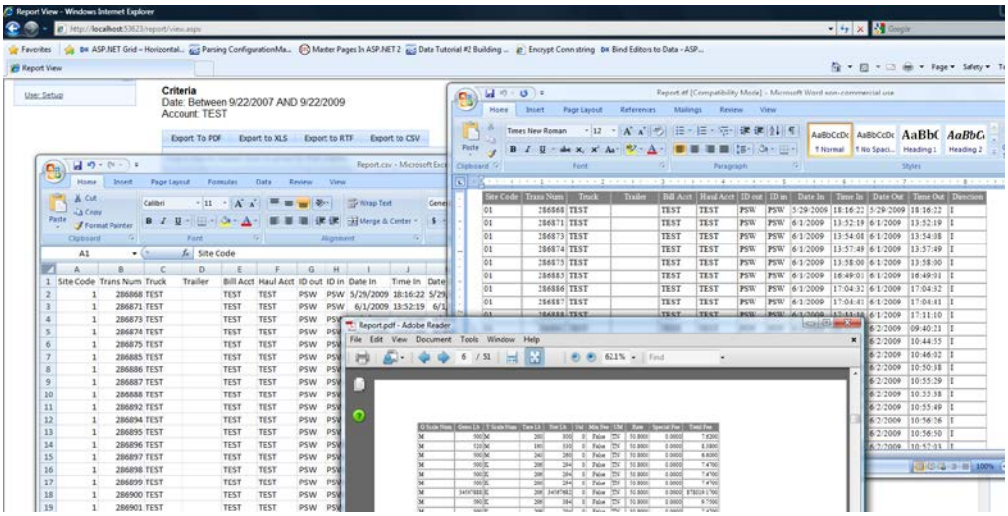


The system has a powerful and intuitive user interface which will allow for grouping of data right on the site. This includes drag and drop data grouping.

The system provides the ability to export data to a number of different formats right from the site.



The following shows data exported in different formats. You can view or save data by export to many popular file formats.



Optional: based on customer request, crystal reports could be selected from a drop-down list and then displayed to the user.

4.5 Network Connections

The proposed system uses standard Microsoft network connections in the performance of its daily processes. The proposed system is a client/server application and requires network connections to the machines that need to access the data. Hardware, such as remote unattended kiosk enclosures, scales and other peripherals may require network connections in order to integrate with the system. Based on the information provided in the RFP, PSLLC does not foresee any modifications to the Customer's network specifications.

4.6 File Structures

The following outlines the County supported software, hardware and networking requirements for the CompuWeigh™ System.

PSLLC utilizes the latest versions of .NET, C# and MVC (for certain Web related Modules) programming languages. The version of the proposed system is 6.x. Future updates to

the software can be implemented with ease and not affect current operating procedures. Updates can be applied to the current version outside of business hours to avoid daily processing interruptions.

The following are the minimum/recommended system requirements for a **server**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4GHz**
Memory	**8 GB**	**16 GB RAM**
Hard Drive	**250 GB**	**500 GB SSD: Sequential Read/Write Performance Up to 550MB/s and 520MB/s respectively, and random Read/Write IOPS Performance: Up to 100K and 90K respectively**
Operating System	**Windows 2012 Server**	**Windows 2016 Server**
SQL Server	**SQL Server 2012**	**SQL Server 2016**

The following are the minimum/recommended system requirements for a **workstation**.

Hardware/Software	Minimum	Recommended (or higher)
Speed	**Dual-Core Processor 2.0 GHz**	**Quad-Core Processor 2.4 GHz**
Memory	**4 GB**	**8 GB RAM**
Hard Drive	**160 GB**	**250 GB**
Operating System	**Windows 7 Pro (x64)**	**Windows 10 Pro (x64)**
SQL Server	**SQL Express**	**SQL Express**
Microsoft Office	**Office 2010**	**Office 2016**

NOTE: Minimum System Requirements are based on typical customer configurations and usage. Requirements will vary based on actual configuration and usage.

4.7 Data Conversion

Based on information provided by the County, PSLLC does not foresee any issues converting data from the County's current vendor. We have converted a number of competitors data in the past and are very comfortable with this process. PSLLC will need the County's expertise to ensure the proper mapping of the data from the current vendor to the CompuWeigh™ System. PSLLC does not typically convert historical accounting data, however, we convert aging data into our system in order to have proper reporting as of the cutover date. We have included in our Milestones and Agreements the option to migrate data as requested.

4.8 Customization

PSLLC welcomes input and ideas from our customers. We value your input and are open to discussing enhancements. PSLLC will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement a price quote may or may not be necessary. PSLLC will work with the customer to develop detailed business requirements for the customization. On the following page is a sample change management plan for the CompuWeigh™ System. This plan identifies and explains the description and reason for the requested change, and the impact of the change on the project (either financially, process or both). Since the change can be a configuration, customization or an additional module, PSLLC will identify and recommend to the Customer the appropriate implementation process. The change will be communicated between the project managers and implemented in the test environment to ensure the change is working properly prior to loading into the production environment. By implementing in the test environment, the day to day operation of the facilities will not be adversely affected if the change does not fully conform to the requirements of the Customer. With this process, any issues will be minimized and controlled within the test environment. All customizations to the application are placed into the core product and are placed in Escrow with the Agent. We have provided our Escrow Agreement within our sample Agreement located in Section 4.11.1.4 for the Customer's review.

Change Request No: _____ Date: _____

System: _____ Scale House ☐
Other ☐

Is requested change to address a governmental requirement?
Yes ☐ No ☐
If yes, please indicate which local/state/federal requirement and attach a copy of the requirement.

Go to Page 2 and complete the Change Description, Reason, and Impact.
Leave the Request Disposition blank. Once form has been completed, send to Customer Project Manager for review.

Request Disposition (to be completed by Customer Project Manager):
Change Request Denied/Deferred: ☐
If denied/deferred, state reason:

Change Request Approved for Vendor Review: ☐
Request Number: _____

Will the requested change affect the schedule?
Yes ☐ No ☐ Unknown ☐
If yes, indicate how the schedule may be affected:

Approval Signatures:
Customer Project Manager: _____ Date: _____
Printed Name: _____ Title: _____

Contractor Project Manager: _____ Date: _____
Printed Name: _____ Title: _____
Description of Requested Change:

Reason for the request:

Impact to the operation or system:

Any changes to the original scope of work that may have an impact on project costs or contract term will require the approval of the Customer via an amendment to the contract prior to beginning any work.

4.9 Training

PSLLC has developed a comprehensive training plan and can modify it to meet the Customer's needs. This Section provides information on this training and we are open to discussing a final training plan.

4.9.1 Conceptual Training Plan

The following is a sample training plan for the CompuWeigh™ System. All training will be provided by PSLLC staff members. We will mutually develop a training plan based on the work schedules of each staff to be trained. For example, multiple WeighStation Training sessions will be required in order to allow the Authority's daily operations to be

uninterrupted. This training will go over a specified number of days as agreed upon in the final contract.

Time (estimated)	Task
8:00 AM –11:30 AM	**WeighStation Training:** • Train Employees (Office Staff and Scale operators) on WeighStation Program • Enter Practice Tickets • Discuss Procedure for Running Parallel
12:30 PM – 3:30 PM	**CompuWeigh Training:** • Train Employees (Office Staff) on CompuWeigh Program; Account Maintenance; Truck Maintenance; Transactions; Posting; Reporting; Security/User Rights
3:30 PM – 4:30 PM	**Additional WeighStation, CompuWeigh, Admin, or IT Training (as needed):** • Provide additional training sessions, as needed • Review Game Plan For Go Live

PSLLC has developed a comprehensive training program to instruct the scale house operators in the use of WeighStation and users/management in the use of the CompuWeigh™ System. PSLLC's policy of transitioning from the client's current software and converting the truck and account data prior to the installation will allow the customer the opportunity to be trained using their own account information. This will provide the users with the ability to train on familiar data and relate the training to day-to-day operations at their location. We have found this to be a great benefit for the users in the operation of the software, as this will help generate questions on how to handle certain situations pertaining to their responsibilities. The training sessions will be conducted over a designated period during which employees will utilize the current version of our standard operator's manual and perform hands on operation of the CompuWeigh™ System at each level of responsibility. A schedule for training the Customer's personnel will be mutually agreed upon and every attempt will be made to coincide with current work schedules. PSLLC also has the capability of providing some initial training and/or demonstrations of the software via the internet. We utilize a Web Conferencing solution for this feature. The Customer would need access to a high-speed internet connection in order to utilize this option. Training guides and cheat sheets are provided within the training sessions. PSLLC believes training is critical to the overall success of the project. Training within the WeighStation program **generally** takes 3-4 hours of classroom and hands-on exposure. Training in CompuWeigh™ is based on the level of expected responsibility for the users and generally requires 2-3 hours' classroom and hands-on exposure. For comprehensive reporting, an additional 2-3 hours would be required. Our documentation manuals contain detail and specific processing information. Some of the tasks that the WeighStation users will learn are begin the application, sign-on and initialize the WeighStation program for daily operation; Access the various screens of the

WeighStation program and execute the functions of each screen; Process user transactions by account, truck and/or residential user; Perform end-of-day processing. Some of the tasks that the CompuWeigh™ users will learn are begin the application, sign-on and initialize the CompuWeigh™ program for daily operations; Access the various screens of the CompuWeigh™ program and execute the functions of each screen; Set up new accounts or modify existing accounts; Perform administrative account maintenance; Print management reports and create new ad hoc reports; Perform posting to accounting; Transfer files to the customer's accounting application (if applicable); All accounts receivable and aging training (if applicable); Perform database maintenance and end-of-day procedures.

Some of the tasks that the WeighStation users will learn:

- Begin the application, sign-on and initialize the WeighStation program for daily operation,
- Access the various screens of the WeighStation program and execute the functions of each screen,
- Process user transactions by account, truck and/or residential user,
- Perform end-of-day processing.

Some of the tasks that the CompuWeigh™ users will learn:

- Begin the application, sign-on and initialize the CompuWeigh™ program for daily operations,
- Access the various screens of the CompuWeigh™ program and execute the functions of each screen,
- Set up new accounts or modify existing accounts,
- Perform administrative account maintenance,
- Print management reports and create new ad hoc reports,
- Perform posting to accounting,
- Transfer files to the customer's accounting application (if applicable),
- All accounts receivable and aging training (if applicable), and
- Perform database maintenance and end-of-day procedures.

Training Matrix

PSLLC can create a training matrix with the assistance of the Customer's Project Manager to identify each member that needs training and the type of training that is needed. This can identify when the training is scheduled for this individual and when the training has been accomplished. PSLLC also recommends having a sign-in sheet for the training classes to identify that the member has attended the training session. A sample matrix is provided below. PSLLC will work with the Customer to develop a final plan for training based on the availability of the staff. We may be able to remove or combine sessions.

Employee	Training Needed	Date of Class	Time of Class	Employee Attended	Employee Signature
Operator Group #1	WeighStation	XX/XX/19	8:00 am		
Operator Group #2	WeighStation	XX/XX/19	1:00 pm		
Operator Group #3	WeighStation	XX/XX/19	8:00 am		
Operator Group #4	WeighStation	XX/XX/19	1:00 pm		
Financial	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		
Manager	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		
IT	Administrator	XX/XX/19	3:00 pm		
Office/Clerical	CompuWeigh	XX/XX/19	8:00 am		
	WeighStation	XX/XX/19	1:00 pm		

4.10 Maintenance and Support

As per the requirements of the RFP, PSLLC has provided a detailed description of our support. PSLLC provides support in the daily use of the application, bug fixes and new releases of the application within version. PSLLC has also worked directly with customers to tailor a support and maintenance Agreement that is specific to the requirements for that customer. For example, we have a customer that modified their Agreement to include an on-site visit each month to provide additional training, run updates, provide maintenance on the software and on unattended enclosures. The customer and PSLLC work closely to develop an agenda for the site visit each month. In another instance, PSLLC provides a quarterly visit to the customer's site to handle items similar to the monthly visit listed above. PSLLC has included a copy of our Standard Support Services Agreement in Section 4.11.1.4 – PSLLC's Sample Agreements of our Response.

The Annual Support Cost for the Customer which includes the daily use of the application, bug fixes and new releases of the application within version. Additional Support options can be negotiated upon request as mentioned above.

After-hours' emergency support is available 24/7.

PSLLC offers our customers a comprehensive support program through our Standard Support Services Agreement with a variety of methods of support (phone, email and website submittal). Our normal business hours are 7:00 am to 6:00 pm Eastern Time Monday through Friday excluding company holidays (which are currently New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). After-hours' support is available for emergencies at no additional charge. Support can be reached by dialing (410) 329-1300. After-hours, the message

will instruct our customers to the extension of our technician's cellular phone. PSLLC offers the same level of support to all of our customers and provide the same service and support attention to all customers alike. All customer of PSLLC are important and receive fair and equal treatment. We have included an example of our web support functionality in Section 4.10.6 where you can track the status of your open requests. All software and hardware provided by PSLLC are included in the support of the solution and in the Agreement. Enhancements, updates and fixes are delivered through our website or via the mail on DVD (if necessary). PSLLC is continually making improvements to our software and a new update is usually available on a weekly basis. Customers can obtain these updates at any time via any of the above means. Any and all issues for support of the software are to be reported to PSLLC via telephone (410) 329-1300, fax (443) 275-2509 with a follow up call to ensure receipt, email support@paradigmsoftware.com with a follow up call to ensure receipt and coming in the future the ability to submit technical support issues from our website. PSLLC is constantly improving our support call tracking workflow in order to continue to provide outstanding support and service to our customers. We have implemented our new and improved website which includes a knowledge base, ftp site for updates, etc. We have the ability to utilize Remote Desktop applications such as LogMeIn Rescue, TeamViewer, VPN, etc. to provide efficient remote access technical support for our customers. PSLLC support staff maintains every support issue in an internal support tracking system. This allows for reporting and timely resolution tracking on per technician and per customer basis. PSLLC typically does not have outstanding bug fix issues. If a bug is reported it is usually fixed on the same day it is identified. Most outstanding items are customer specific based on business rules for a specific site or a hardware/network failure.

PSLLC agrees to transfer the manufacturer's warranty for each peripheral purchased for the Customer. Most peripherals come with a one (1) year warranty.

A copy of our Service Level Agreement is located within our sample Agreement in Section 4.11.1.4.

4.10.1 Baseline Product / Bug Fixes

Updates to the software are available to all customers with an active support agreement. We send out quarterly newsletters that outline new features of the application. When a customer is interested in a new feature, PSLLC can provide the customer with the update to be applied to their test environment and assist with activating a certain enhancement. We provide the update to the customer either through our website or FTP site depending on the customer's access requirements.

PSLLC is continually updating the system. Updates are available weekly for a tested release and for customer specific modifications, daily changes are available. These updates are available on our website. An authorized user at the Customer's site can access these updates directly from our website.

PSLLC tracks all customer inquiries in our Support Database. Each inquiry is assigned an Incident ID that can be monitored by the customer from our website. Most inquiries are handled immediately by our support team, but we have an escalation procedure in place if additional assistance is needed. PSLLC staff meets regularly to identify programming tasks and set priorities based on customer input and business requirements.

4.10.2 Client Enhancements

PSLLC welcomes input and ideas from our customers. We value your input and are open to discussing enhancements. PSLLC will work with you to identify your request and provide a scope of work to outline the enhancement. Depending on the enhancement a price quote may or may not be necessary. Once the enhancement has been detailed, we will place this in our prioritization queue for implementation.

Depending on the enhancement, PSLLC may poll our other customers to see if this request would be beneficial to other users. Based on this response, PSLLC will determine if the enhancement should be included at no charge or a nominal fee would need to be charged in order to implement. In some cases, we have a couple customers who have the same business need and those customers have agreed to share in the implementation costs.

All PSLLC customers are valuable and important to us. We understand that the software is a critical part of your business operation and therefore have developed a product with unmatched reliability. PSLLC ranks inquiries as Emergency, High, Medium, Low and Wish List. Examples of emergency inquiries are that a system is down, hardware failure that affects all operations, or other outage scenario. High inquiries are items that affect the daily process of business but are not a show stopper, a work around may be available to assist the customer until the fix is in place. Medium inquiries are items that may or may not affect the daily process and a work around is available and the customer has identified this as important but not a show stopper. Low inquiries are usually configuration settings and are resolved on a call to our support department. Wish list items are ideas or input from our customers that would be considered for future updates or upgrades to the application.

4.10.3 Development Language

The CompuWeigh™ System is developed in the latest version of .NET, C# and MVC programming languages. We utilized SQL Server for the database and Visual Studio and TFS for the maintenance of the software development. Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development.

4.10.4 Versions / Release Implementation / R & D

The initial version of the application was in production in April 1992. In 1996, CW3 was available for installation. CW5 was finalized and installed for the first customer in a production environment in June 2002. In October 2014, PSLLC released our latest version of the CompuWeigh™ System (CW6) and installed it for Manatee County, FL. PSLLC defines versions as either an "Update" or an "Upgrade". An "Update" is any changes to the product that are made within the same version that the customer is currently licensed for (example – going from version 6.1 to 6.2). An "Upgrade" is a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x). The update process is straight forward. PSLLC will provide the customer with an executable file which will be installed on the necessary server/machines to bring the system up to the latest build. PSLLC will assist with this update process in order to ensure no issue occur. We highly urge all customers to have a test environment in order to assist in the roll out of new updates.

Our product grows through an evolutionary process with the knowledge we obtain with our research and development and from customer's input. This practice will continue with the company and the software development. With the release of our newest version, we are focused on upgrading our current customer base to this version. PSLLC sends out our company newsletter which highlights new features within the application, new customers, customer profiles (for those who want to participate), and upcoming events where PSLLC will be participating. PSLLC also holds an annual user conference typically in conjunction with WasteCon. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success.

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C. PSLLC was the first company in the industry to offer color sunlight readable LCD Display for more flexibility in unattended processing solutions. We were the first in the industry to offer near real time data transfer without the system running on the same network. We were the first in the industry to offer a complete PCI Compliant and Validated credit card processing solution. Many of our enhancements come from our knowledgeable staff and also from basic ideas of our customers.

PSLLC is continually investing in R&D for future enhancements. All future enhancements are for the betterment of the software and our customers. PSLLC would be happy to discuss future enhancements we are considering in an on-site demonstration as this information is confidential and a competitive advantage to our future success. PSLLC makes no claims that future enhancements to the product are not construed to be guaranteed or available within a specific time frame.

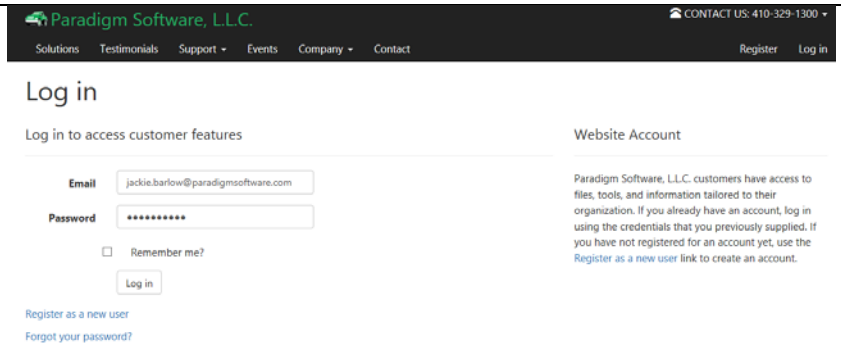
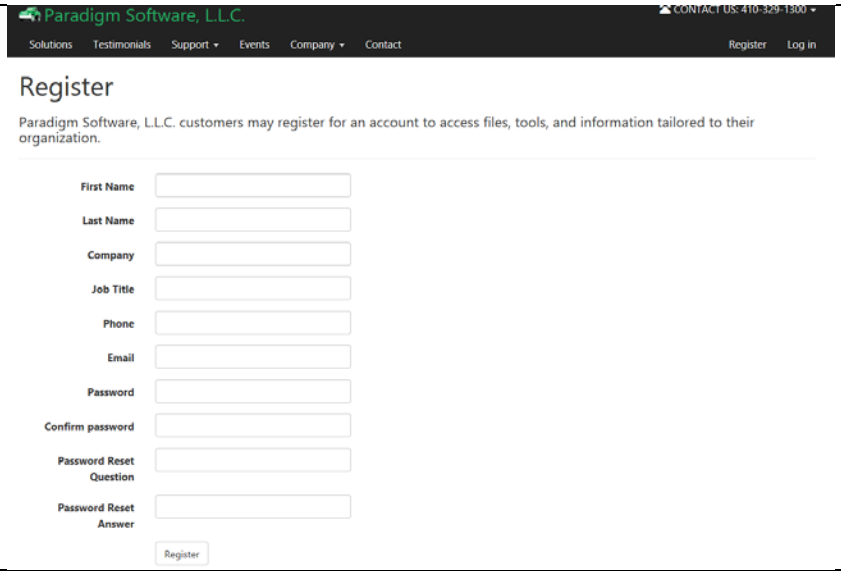
4.10.5 Remote Support

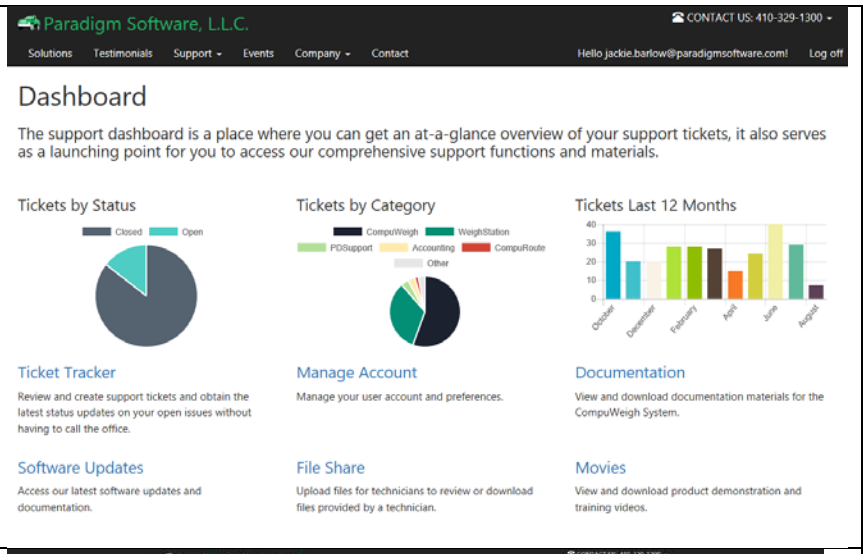
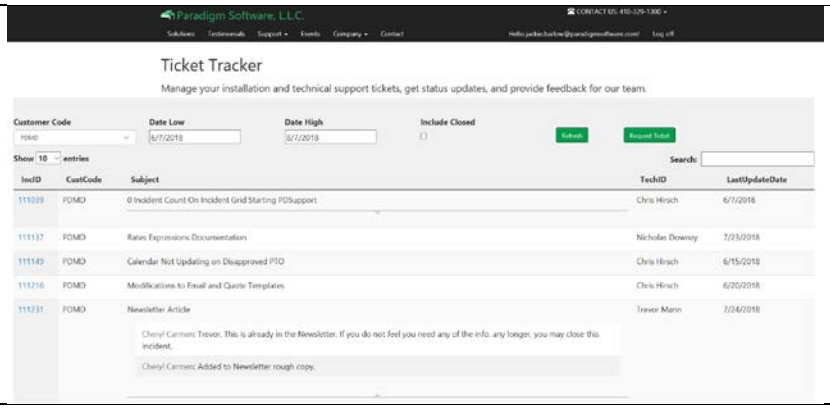
PSLLC works with our customers to provide remote support that meets the Customer's requirements. We have used VPN's, remote desktop, LogMeIn123Rescue and a variety of other options based on customer requirements. By having remote access to the system will allow a faster resolution to issues as we will be able to see the actual error or issue. This has proven to be a valuable asset for bug fixes and also for training staff.

4.10.6 Customer Web Portal

PSLLC has implemented our new website that offers our Customers the ability to track their open issues, access to our knowledgebase and other options right from our website.

PSLLC has implemented our new website that offers our Customers the ability to track their open issues and other options right from our website.

Customer Login Screen	
Self-Registration Screen	

Customer Dashboard	
This is a view of open tickets with our support team for an individual customer. Data selection and entry tools using controls built for a purpose allow for quick, easy and accurate information.	

4.10.7 Disaster Recovery Plan

PSLLC will work closely with Customer staff to develop and implement a Disaster Recovery Plan which will include a test environment that mirrors the Customer's production environment.

All device and configuration settings are stored in the database; therefore, the disaster recovery process is very simple. Within the application, once the new computer is in place, when the application is launched the system will prompt the user for the site and lane they are operating. Once identified, the device and configuration settings will be loaded on the machine and the operator is back in business.

4.11 Other Information

4.11.1 Additional Information

The following provide additional information about PSLLC and its offerings.

4.11.1.1 User Groups

PSLLC holds Annual User Group meetings in order to keep our customers up to date on the software and its enhancements. We bring multiple employees to these meetings in order to have multiple contact points for the participants to ensure questions are answered. We have also started looking into regional user groups for our customers to participate in as well. PSLLC is happy to participate. In addition, we email quarterly newsletters with valuable information for our customers. We have these meetings on an annual basis as long as our customer base participation warrants.

4.11.1.2 Supporting Testimonials

PSLLC had the privilege of being interviewed for the following article written by Ed Ritchie which was recently published in the March/April 2014 edition of the MSW Magazine. The article titles *"Resetting the Scales"* discusses the latest developments in scale management systems. One of our many satisfied customers, Deb Bush at Pinellas County, FL was also interviewed for this article and provides insight in the system and how the software and PSLLC have benefited her operations. The article can also be viewed on MSW Management's website - http://foresternetwork.com/daily/waste/resetting-the-scales/.

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Resetting the Scales

Automatic systems mean accurate transactions, fast reporting, and smoother operation.

BY ED RITCHIE

Are you up on the latest developments in scale management systems? When it comes to billing and reporting at landfills and transfer stations, this is a technology that speeds up transactions, cuts hours and days off of reporting tasks, boosts accuracy, and literally redefines the work environment in most every aspect. Does it sound too good to be true? Well, let's start with a look at how automation helped Deb Bush turn around her organization's operations at Pinellas County Solid Waste. Then we'll see some examples of the industry's best offerings. And we'll also provide a link to an RFP that you can use to get proposals to upgrade your operations.

Deb Bush took on a tough assignment when she became manager of The Pinellas County Solid Waste department. It's an integrated solid waste system that has a waste-to-energy (WTE) plant and two landfills. The scales handle more than 1,000 transactions per day, and operations depend on many reports and accurate accounting procedures, in part because of the sorting, and the fact that less than 15% of the waste received ends up in the landfill, while the remaining 85% is converted to energy in the WTE facility. With a capacity to burn 3,150 tons of garbage daily, the WTE facility requires plenty of record keeping, even down to the ash that's generated from the combustion of solid waste, which is transferred to a residue storage and processing building. There's also a landfill for mulch, and all these activities are handled by a variety of independent contractors.

The movement of materials for the WTE plant requires tracking, as does the landfill, and Bush wanted software that would track all scale activities, print tickets, and create video logs. "We needed a better tracking system all around, and it had to tie in to the contracts for operators and the movement of the material around the site," Bush recalls. "The software I inherited wasn't up to the job, and we were eight months behind the end of our fiscal year and hadn't balanced things. Every time we pulled a report, there was a different number. We were over 1,000 transactions a day that accounted for $130,000 worth of business, yet there was no way for us to make sure that we had good cash controls, because we couldn't track things. Also, I suspected that there was theft, and our inspector general office confirmed the problem, but we couldn't say how much because we didn't have video or logs tracking scale activation." Bush gathered her staff and department heads together, and created an RFP to find a supplier that could provide a solution. The search led her to Paradigm Software LLC, of Cockeysville, MD.

"They have six scale lanes, and they do everything from signature capture to drivers license scanning and video monitoring, and it's all tied into our application," says Jackie Barlow, II, vice president at Paradigm. "They allow their customers to have access to a secure website, and they can run reports on older data. So instead of having vendors asking Pinellas County for a reprint or data on a ticket, they can log into the system and see transactions from a certain date, and it will run that report and show them the data on those transactions. The data can be exported to EXCEL spreadsheet or an RTF file or PDF file."

The county also has the option to offer paperless statements to avoid printing and mailing costs. Customers can make payments by check through the mail or online with a credit card, and it's automatically updated upon approval. The process is fast enough to clear an account for a truck that was turned away at the scales for lack of payment, so it can get back in line without leaving the site. "Paperless billing includes the ticket at the time that driver crosses a scale," Barlow adds. "So it can be an e-mail copy sent to a specified e-mail address every time the transaction is processed, and a batch at the end of the day or any other time. Now if the driver loses his ticket there's still a copy sent as an e-mail so the company doesn't have to call the county and take an employee's time with a request for another ticket."

The paperless system integrates well with Pinellas's video system, and helps with the site's unattended scales. "I don't have just a software package," Bush explains. "It's also tied into

video and everything communicates. So I have videos of trucks on the scale, the contents of the truck, the driver, the tags, and the scale operator. If somebody says they didn't make a trip across the scales and drop a load we can pull it up and identify the truck and the driver." The system reduces wait times for onsite contractors by automating a set of unattended double lanes that are designated for use by contractors moving material between the facilities.

"Those trucks have transponders," Bush adds, "and all the data is captured by the system, so we don't have to manually input the information and it removes the potential for errors and speeds up the daily reports for our contractors at the landfill and waste-to-energy operations. In the past sometimes it would take two to three days before the scale supervisor could figure out a problem with a transaction, so the reports were behind. Now the reports are distributed at 10 o'clock every morning, and they're accurate, so it's very rare that we have problems."

Timely reporting is critical for meeting state and local regulations at the city of Napa, CA, says Chris Shoop, management analyst (recycling coordinator) for the City of Napa Public Works Department. "The most common reports we use are tracking materials and transactions so we can determine how much of something came in or came went out for specific customers within certain periods of time," says Shoop. "The city of Napa has been using Soft-Pak for eight years in the scale house at our recycling and compost facility. We conduct and manage a variety of different scale transactions, capturing and tracking needed data and producing various informational reports. This system has the capability to run those easily, and we can do something as broad as facilitywide or we can drill down to the individual material type or an individual customer if we like."

One of the keys to accuracy in the production of instant updates is RFID/ Bar Code technology, according to Brian Porter, president of Soft-Pak in San Diego, CA. "The RFID/ Bar Code technology allows Napa Valley to instantly close work orders and make data available for reports and analysis," says Porter. "Too many waste haulers have different scale programs that either upload late in the day or only provide for manual data input. The Scale-Pak software was designed to instantly update Soft-Pak's main database with the driver's activities, work orders, and productivity. This real-time information flow assists scale operators, back office personnel, and management's oversight of their different operating units."

The system also works with unattended scales for both intercompany and cash customers during normal operations or during off hours. This cost-saving feature allows for additional capacity and efficiencies without incurring overtime or employing additional resources. There's a variety of options for defining user qualifications and billing methods, Porter adds, "Some customers have taken this a step further, and allowed certain qualified customers to dump during off hours by provided either a scale ticket or a credit process for third-party haulers. Again, allowing the scale entity to collect revenues off hours while still maintaining controls of payments by knowing who is going in or out of the facility." Further verification is possible by capturing driver signatures at a scale station. The signature is automatically stored in the system to alleviate billing discrepancies when invoices are presented.

Shoop adds that automation has made a great impact in controlling long lines at the scales. "We brought in about 120,000 tons of material last year, and our business is growing. The transaction process at the scales

happens very quickly. There's a few screens to go through and you can print out a ticket and receipt for the customer. If it's a cash customer they can pay by credit card, and if it's a billable customer we have accounts and the software allows us to add the transaction and it's billed monthly. Actually, the software has more capabilities than we currently use but we expect things to evolve and have the software evolve with us."

With reporting requirements growing in complexity, scale operations and management systems have to evolve to keep up with the breakneck pace for landfills, recycling, and transfer stations, according to Joe Everman, business manager for Mettler Toledo in Columbus, OH. "There's a tremendous amount of reporting required for the waste industry," says Everman, "It's driven by compliance regulations on the state and local levels, and these vary by governments. For example, operators in California have to adhere to all California state laws in regard to tonnage and usage of landfills and how much reduction is taking place in the green space of a landfill—and also how much is going to recycling and how you're tracking these recyclables."

To make compliance and reporting easier, Mettler Toledo is introducing DataBridge SS, the company's next-generation vehicle scale software, designed to replace the company's current software product OverDrive, a weight and data management product. "Data Bridge MS is our next-level product scale management system," says Santosh Nachu, product manager for vehicle scale software with Mettler Toledo "It manages entire systems, and at this level operations include unattended terminals, with lights and gates to manage. So rather than make it complicated, we have those instructions built in."

Quick setups and even quicker data capture are needed as the industry has evolved, says Everman. "Five years ago, 50% of our business was batched information and a 24-hour turnaround was adequate. But now it's down to less than 20%, and the other 80% needs real-time transmission to a central administration point for invoicing and billing and reporting. The second trend we're seeing is more and more unattended scale houses. They have to be driver friendly because this is a global product and it's available in all types of languages. For example, in California and Florida, where you have Spanish-speaking people, they can go to an unattended terminal and choose between English and Spanish or another language."

Data Bridge takes the process a step further for operators that want to limit driver input. By issuing a badge with a magnetic strip, all the driver has to do is swipe the badge and the system identifies the holder and the language. "You can add a video camera to take a picture of the driver and the contents of the drop," notes Nachu. "Then it can be used for auditing purposes to reconstruct a transaction or to review the approvals and the history of when the load came into the landfill or transfer station"

For reports, the software provides controls

Scale Automation Resources

Mettler Toledo
www.mt.com
Manufacturers of DataBridge SS, comprehensive vehicle scale software for automation of vehicle weighing operations. It includes features for organizing, transactions, record keeping, data analysis, and reporting.

Paradigm Software
www.paradigmsoftware.com
Complete scale operating systems for automation of scale weighing and associated record keeping, accounting, and reporting functions. Plus video integration and unattended system management.

Scale Automation Systems
www.comprosystems.com
Full-service scale and weight data management systems, including RFID and bar coding.

Soft-Pak Software Solutions
www.soft-pak.com
Solutions for both small and large hauling operations; handling all aspects of billing, routing, customer service and scale operations, including RFID and bar coding.

Carolina Software
www.wasteworksonline.com
Products designed to provide a comprehensive approach to waste management information. Features include weighing, billing, accounting, reporting,

Interface Logic Systems
www.interfacelogic.com
Applications to manage solid waste above and below ground at landfills and transfer stations.

Rice Lake Weighing Systems
www.ricelake.com
Manufacturer of weight-related products and process-control equipment.

Air-Weigh
www.air-weigh.com
Products include the LoadMaxx Truck Scale, combining hardware and software technology to accurately measure and display steer and drive axle group weights.

Cardinal Scale Manufacturing Co.
www.cardet.com
Software systems for communicating with weight indicators to collect accurate data.

Emory Winslow Scale Co.
www.emerywinslow.com
Hydrostatic truck scales for waste transfer facilities, landfills, and scrap and recycling facilities.

Fairbanks Scales
www.fairbanks.com
Industrial weighing equipment and service through a network of Fairbanks sales and service representatives and authorized distributors.

Unitec Corp.
www.uniteccorp.com
Manufacturer of truck scales.

Vulcan On-Board Scales
www.vulcanscales.com
Design and manufacturing of strain gage based sensors and load cells. Complete in-house capability: engineering, machining, assembly, and testing.

Vishay Precision Group
www.vishaypg.com
PM Onboard and SI Onboard brands for onboard weighing and overload monitoring systems for vehicles.

Weights and measures

By Lori Lovely

"Everyone has worked off load-cell-based weighing systems," says John Riley, business unit manager for SI Onboard, the world's largest load cell manufacturer. But now there's a new method of onboard weighing that measures the change in angle of a truck's leaf springs. "The industry needed a new method."

LoadGuard is a simple yet advanced monitoring system rather than a weighing system. Small sensors mounted to the leaf springs monitor changes in the angle as weight is added to the truck. Suitable for trucks of 8.3 tons and above, it adapts to all suspension types (air, mechanical, or combinations) and all truck types (rigid, tractor-trailer, or multiple trailer).

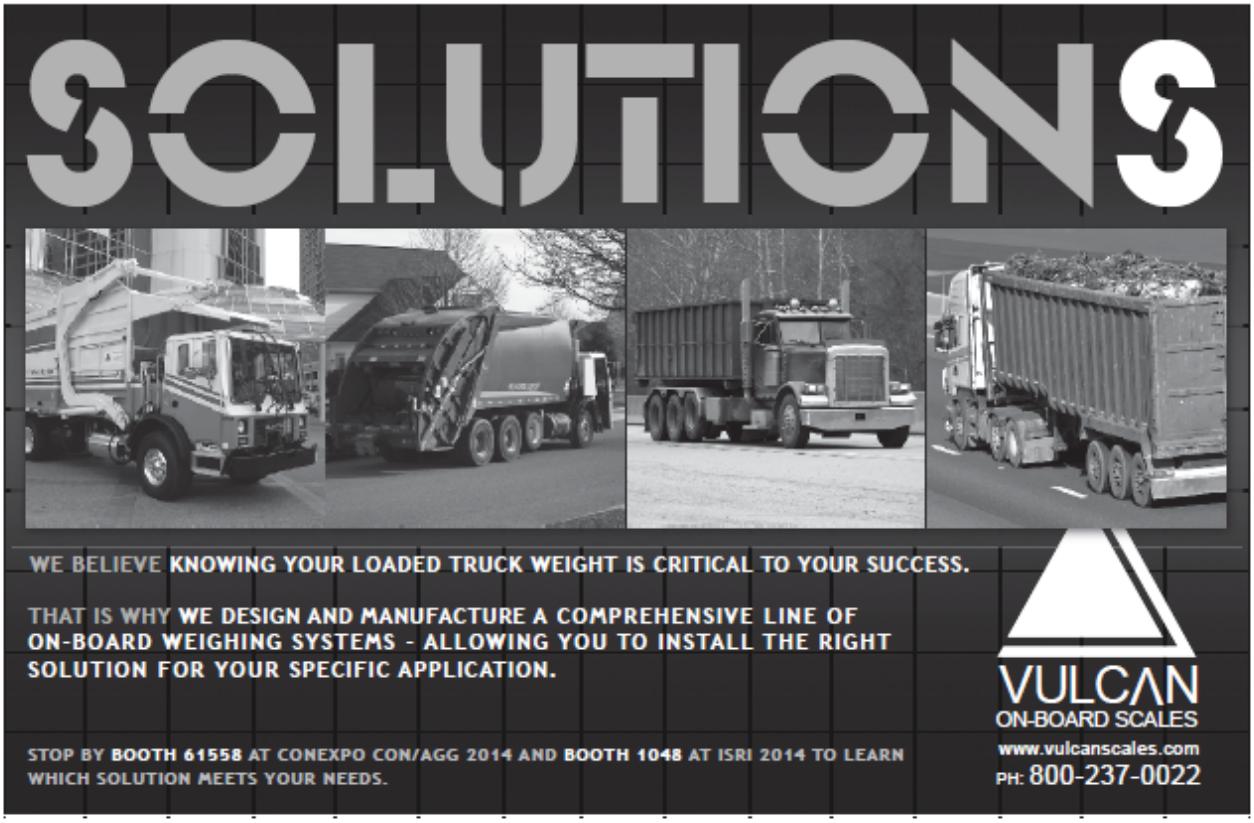
The system measures suspension loading on the axles, providing a display of gross vehicle weight and individual axle weights, with visual and audible alarms to alert when legal limits are exceeded. Reliable and accurate even in rugged environments, the system doesn't need frequent recalibration or repair typical of competitive systems. Neither does it add 600–700 pounds of weight like onboard scales do. It weighs 4 pounds and is easily installed in four hours.

Operating overloaded vehicles can result in heavy fines and damaged vehicles, states SI Onboard. Overloading can also increase safety and liability risk. However, not loading to the maximum legal payload results in lost profits and reduced efficiency. By accurately monitoring payload, fleets can increase safety for the drivers and the public; extend the life of the transport vehicle; reduce costs for maintenance, repair, and tires; increase fuel efficiency while simultaneously reducing greenhouse gas emissions; and keep operators within legal weight limits, while still operating at maximum payload.

Riley says the system can pay for itself in as little as one day. The city of Tulsa's municipal water department fleet earned an overweight fine of $6,000 when the wet soil excavated during the repair of a waterline break was overloaded onto a truck and hauled offsite. By switching to LoadGuard, the department was able to prevent a 15,000-pound overload from resulting in an additional fine, because the crew could easily see the need to make two loads instead of one, he says.

to drag and drop a column header for grouping or sorting. "You can manipulate this massive trove of data and filter down to exactly what you're looking for and export that into various files," says Nachu. "There's also the ability to visualize and populate a chart to see data on customers and metrics, because when you're looking at a sheet of paper it's hard to visualize numbers, but if you can put them in some sort of graph and show a relationship between the entire span of data, that's something valuable to make a quick decision on. The whole point of reports is to understand your business, and graphs are better than a whole bunch of numbers for visualizing the information."

We started in Florida, and branched out to software that's designed for worldwide



usage, but let's circle back to Florida to see what it takes to keep the scales at the Solid Waste Authority of Palm Beach County running efficiently. The authority provides solid waste disposal and recycling services and programs to the county's 1.4 million residents and businesses. Solid waste and recycling collection services are also provided to the residents and businesses in unincorporated Palm Beach County through private haulers under exclusive franchise agreements. To keep track of the high volume of traffic and material processing, the SWA uses AutoPro X Data Collection software from Scale Automation Systems, Dunbar, WV.

"The SWA has collection transfer stations all over the county, where city and private trash haulers bring their trucks," explains Mike Shafer, sales manager for Scale Automation Systems. "The material has to be sorted for either a landfill or a waste-to-energy facility, and they use our system countywide to automate the weighing function with their trunks, and the private companies and local residents. Previously, there were problems with their original system, because the staff did things by hand and the terminals didn't even capture the weight off the scales."

With 700 to 800 vehicles a day, the sheer volume caused mistakes, such as long lines, and trucks ending up at the wrong tipping floor sections, which caused intermixing of materials that bogged down operation when personnel had to hand sort the mixed waste. "That was solved when we implemented the bar coding and classification of materials and tracking in real time," Shafer recalls. "Now if a truck goes to the wrong tipping floor, the system stops them with a display that's bilingual and flags the operations people to warn about a truck unloading in the wrong place, and they can use their radios to stop them."

Bar coding and directions for dumping of loads are critical to the SWA's operations, says Shafer. "The waste has to be tracked, and there can't be intermingling of different waste materials and categories, because the waste-to-energy plants have their own collection points for metals and plastics. The trucks have RFID tags and there's a scale specifically for the trucks leaving the landfill and sorting areas. The tags are scanned at terminals designed so drivers don't have to get out of their trucks. The terminal asks questions about the load and prints a receipt. It's all linked to the county's accounting system, and data is processed on a large mainframe server for reporting in real time, so the information is available immediately."

For the future, the SWA is looking at unattended low-volume transfer stations specifically to handle the county's municipal trucks-only accounts. Those stations will benefit from the progress in RFID technology because RFID tags are no longer just passive carriers of data. Shafer notes that the new systems have reading and writing capabilities that can further boost efficiencies. "When a truck comes to facility, you can read the RFID tag and do the processing. And instead of printing the ticket, an electronic ticket is transferred back to the truck's tag, so the tag stores the data and it can be read and updated at every stop on its route. So there's a history of the vehicles activities, and by fully automating this process, you eliminate the human error factor, and that saves time and money."

Saving time and money seems to be the overriding theme when it comes to scale automation software. For transactions, billing, and reporting, automation has proven to be an ideal tool for accuracy and timely execution of these critical tasks. Moreover, the ability to eliminate costly errors, such as intermingling waste and recyclables, can boost employee satisfaction and even reduce safety risks. Multiple-language capabilities can have the same benefits.

Now the final question is that of finding the right scale automation software for your organization (see sidebar for a list of automation resources). Again, it's time to look to Florida and the experience of Deb Bush at Pinellas County Solid Waste. "Since we're a government agency, we wrote this RFP so others could piggyback off it," Bush explains. "Rather than reinventing the wheel other cities and counties have used our contract because they know how much work we put into this. Our RFP is on the Florida SWANA website [http://goo.gl/LJGPw8], and this organization has a great scale and finance committee that helps our members." MSW

Ed Ritchie is a writer specializing in landfill and recycling technologies.

For related articles:
www.mswmanagement.com/operations

Immediate Release
Nov. 19, 2010

Contact: Marq Caughell
Public Information Specialist
(727) 464-5505

Solid Waste Operations billing goes electronic

New technology enhances customer service

It was a seamless transition for customers at Pinellas County's Solid Waste Operations. The facility now accepts Visa and MasterCard payments and instead of a clipboard with three copies of a ticket to sign, drivers are handed an electronic signature pad. At the end of the transaction, the receipt contains their signature, as well as information about the type and weight of the waste, plus its point of origin and total cost. Behind the scenes, cameras capture pictures of the load, the license plate, driver and vehicle. Driver's licenses are scanned electronically and the information and video are tied to the transaction number. The entire sequence takes a mere 25 seconds.

The enhanced customer service is the result of a new system installed at the scalehouse. Other benefits include two automated lanes that utilize a radio frequency reader device mounted to the vehicle, or a windshield sticker containing a small transmitter. Capturing pre-programmed customer information, a receipt is automatically generated. Customers are able to pull up their account information online and verify transactions, generate reports and pay their bill. To increase payment flexibility, automated check readers that immediately verify and hold funds are planned.

The improvements are the culmination of a multi-year project to design and implement these enhancements to speed transactions and reduce wait times for customers. The project was a success because of the teamwork between Pinellas County Utilities, Business Technology Services, the Clerk of the Circuit Court, Paradigm Software, L.L.C. and Veolia Environmental Services. Solid Waste Operations is located at 3095 114th Ave. N., St. Petersburg. Waste is accepted Monday through Friday, from 6 a.m. to 6 p.m., and Saturday from 7 a.m. to 5 p.m. The scalehouse is closed Sunday and designated holidays. For more information, please visit www.pinellascounty.org/utilities or call (727) 464-7500.

###

CITY OF REDDING
CALIFORNIA

CITY OF REDDING
777 CYPRESS AVENUE, REDDING, CA 96001
P.O. BOX 496071, REDDING, CA 96049-6071

SOLID WASTE UTILITY
2255 ABERNATHY LANE, REDDING, CA 96003
P.O. BOX 496071, REDDING CA 96049-6071
530.224.6201
530.224.6212 FAX

November 15, 2018

Mr. Jackie W. Barlow, II
Paradigm Software, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

Dear Mr. Barlow,

This is a follow up to our CompuWeigh v6 upgrade. This week has been a very busy one; but quite a labor of love. We want you to know that our go-live experience has been stellar and we could not have asked for better. We believe the efforts of everyone involved were the key to a successful implementation. All parties spent tireless hours of preparation with testing, programing, configuring, etc.

We found your staff to be exceptionally knowledgeable, and accommodating. Both Jesse and Jake were a dream to work with; we were sad to see them leave. They were very responsive to our needs, had great attention to detail and offered numerous suggestions to save time and effort. It's not often that we are able to interact with industry experts in weighing solutions. We've received several comments that this was the "best go-live ever". We are finding version 6 to be on the cutting edge of technology. We are enjoying it very much.

Your company's individualized support over the next 30 day period following go-live is appreciated. Thank you for the extra attention during this phase. As expected, there are a few items that require follow up but the list is rather short. As you know, the Solid Waste Department has a complex cash posting process and requires custom programming enhancements to the cash file export. If there is anything you can do to help expedite the process it would be greatly appreciated.

We look forward to a continued and mutually beneficial relationship with Paradigm.

Sincerely,

Naomi Murray
Public Works Supervisor

Public Services

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

VERN M. REDIFER, P.E. - Director

January 30, 2008

Mr. Philip Weglein, President
Paradigm Software, L.L.C
10944 Beaver Dam Road – Suite C
Hunt Valley, MD 21030

Dear Mr. Weglein:

Yakima County Public Services, Solid Waste Division, purchased the Paradigm Solid Waste Management Software System in 2006. Since implementation in November 2006, we have found the software to be very user friendly and the support staff have been wonderful to work with. The Paradigm staff are not only prompt in addressing issues that may occur but go out of their way to assist us as questions and issues arise.

The transition from our old canned software program went smoothly. The staff from Paradigm provided training for the administration staff and the scalehouse attendants, so our staff was at ease when the switchover took place. The reporting options are endless and the audit features are exceptional. It is very convenient to be able to review actual numbers flowing through from the scalehouses to the administration office.

Since switching to Paradigm software, we are able to process customers faster, provide more detailed reporting and have a more complete audit trail. Paradigm's ability to modify the software to meet our specific needs has been a tremendous asset to the Solid Waste Division.

We are pleased to recommend Paradigm Software as a positive addition to any solid waste facility.

Sincerely,

Wendy Mifflin
Solid Waste Manager

CITY OF FRANKLIN
SOLID WASTE

417 Century Court
P.O. Box 305
Franklin, Tennessee 37065

January 30, 2006

Mr. Jackie Barlow
Paradigm Software, LLC
1202 York Road
Luthervilie, MD 21093

Dear Jackie:

Thank you so much for the work of Joe Fiedler last week on the installation at the City of Franklin, Tennessee. His service was outstanding and every challenge and road block we inadvertently put in front of him he handled with grace and professionalism.

We look forward to Joe coming back and completing the installation and finishing the training for our staff. I can only tell you at this point that if the software works half as well as Joe does, and we have no reason to believe it won't, we are going to be very happy customers.

Thank you again for your assistance in this project. We are looking forward to a very long and positive relationship as we go into the future.

Sincerely,

Joe Williams
Director of Solid Waste
City of Franklin

JW/sc

(615) 794-1516 - Office www.franklin-gov.com (615) 791-3289 - Fax

COUNTY OF CAMPBELL

SUPERVISORS

RICK BOYER
CALVIN P. CARTER
EDDIE GUNTER, JR.
JAMES R. MAYS
HUGH T. PENDLETON, JR.
J. D. PUCKETT
HUGH W. ROSSER

BOARD OF SUPERVISORS
POST OFFICE BOX 100, RUSTBURG, VIRGINIA 24588
www.co.campbell.va.us

COUNTY ADMINISTRATOR
R. DAVID LAURRELL

BROOKNEAL (434) 283-9525
LYNCHBURG (434) 592-9525
RUSTBURG (434) 332-9525
FAX NO. (434) 332-9617

December 2, 2004

Mr. Phil Weglein
President
Paradigm Software LLC
1202 York Road
Lutherville, Maryland 21093

Dear Mr. Weglein:

A big thank you is extended to you, Erica and Joe for the time and commitment during the installation/training process at our landfill. Your cooperation and those of your staff truly shows professionalism.

I had asked Erica to remind me to give her the second payment before she and Joe left, but guess what happened? We all forgot. Enclosed, please find your second payment.

May you and all of your staff have a New Year full of good health, laughter, prosperity, and wonderful memories.

Environmentally yours,

Diane

Diane Dodd
Landfill Office Manager
Professional Waste Management Facility Operator

Arnold O. Chantland resource recovery system
110 Center Avenue, P.O. Box 811, Ames, IA 50010 Phone: 515-239-5137 Fax: 515-239-5490

Jackie W. Barlow II
Technical Support/Group Manager
10944 Beaver Dam Road, Suite C
Hunt Valley, MD 21030

Dear Jackie:

You've asked for a testimonial relating to our experiences with you as a company, support, promises kept, etc. And finally I think I have time to do just that! Let me know if there's anything else you need from us.

"Our Paradigm Software was installed in August of 1999. Paradigm sent Chris Holmes from their office to install our program and hardware, as well as to train all staff that would be involved in using it. The company was careful to accommodate our varying schedules to be sure everyone had a chance to use the new program and understand it before going 'live'. After the installation, Chris let us know that we could call any time to get help if we needed it. We also had emergency numbers to call in the event that we needed help during non-traditional office hours; this was very handy on a couple of Saturdays I can think of! Paradigm has been very responsive when we've needed to add things to our system; we tell them what we'd like the system to do for us, and they come up with just what we need. They've been able to fit their program to our rather unusual operation of our waste-to-energy system; we really appreciate the personal attention we've received from the company."

Sincerely,

Lorrie E. Hanson
Principal Clerk

Columbia County Solid Waste, FL

We began looking for a new Scale Software program because of the Y2K scare. We had the opportunity to upgrade our current DOS based scale software program that we had to a windows based program, which was the most inexpensive way for us to go. We called our then current scale software program company and asked for a demo of the new windows upgrade software program and a list of references of the counties currently using the software. We began calling those counties, some of which have had the software program on line for several years (1-to-3 years) and were still having problems with retrieving data and were unable to use the report program, even after going through training classes, after finding out that not one county was satisfied with the software we began looking for other options available. We called other counties to see what they were using and experiences that they have had. During this process we spoke with Alan Altman the Director for Clay County, they had the Paradigm CompuWeigh System installed and asked us to drive over and view the CompuWeigh System up and running. We did just that and were we surprised! To find that the system had so much flexibility and versatility to interface with an accounting software program and it was windows driven, considering we had to do all our reports and compile the data manually. Needless to say we were hooked. We immediately began the purchasing process. We got with Paradigm's Support team and they answered our questions, were very courteous and helpful during the purchasing process. Then came the installation of the CompuWeigh System and setting up the accounting program, and Training the staff. Paradigm sent us the finest as far as we were concerned, "Chris Holmes" he was so knowledgeable about the CompuWeigh System, he was patient with our staff during the training process, he made everything so simple for us, he went over and over everything to make sure we understood it. After the training and Chris left, we had some questions and some things we got stumped on and even though it was during the Thanksgiving holidays Chris gave us every phone number available for him to be reached even at his home, and he was glad to help with our situation. Thanks to Chris for all your help. We have had the CompuWeigh System now for about 1 1/2 years and are completely satisfied with it and are recommending it to other counties that call and ask what scale software program we are using. We still have to call and rely on the support team of Paradigm, Chris Holmes, Jackie Barlow, Jason Webster Chris Weglein and Phil Weglein from time-to-time and we have always gotten a quick response from them. Thanks to Paradigm for such a great Scale Software System.

Bill Lycan - Solid Waste Director
Pam Lashley - Office Manager
Winfield Solid Waste Facility - Columbia County, Florida

Delaware Solid Waste Authority

Since acquiring CompuWeigh and Weigh Stations software from Paradigm Software L.L.C., the Delaware Solid Waste Authority's reporting, auditing and communication abilities have been greatly improved. Paradigm's technical support assistance with the setup of Weigh Station has made our organization's database tracking and control easily manageable. Paradigm Software L.L.C. has developed their software to meet all the needs of their clients without the need for custom programming. With the interaction of Microsoft applications, CompuWeigh software provides unlimited methods of manipulating data for analyses.

Herbert F. Dulin
DSWA Business Analyst

Rodman County, NY

When our facility was looking for a new software package that would accommodate our needs, I put a lot of time and effort in to researching all the latest programs available. I was very impressed with what Paradigm Software, L.L.C. had to offer. Your program provided the flexibility and capability that our landfill was looking for, while being very user-friendly.

We have been using the CompuWeigh System since September 1999 and have been very pleased with the results. The support staff at Paradigm was very helpful in tailoring the program to meet our needs. Paradigm has provided a great deal of assistance with our accounting software program that we download our billing information to, even though it is not part of the CompuWeigh System.

I have found that I seldom have had to call Paradigm for technical assistance as the program has run so smoothly, but whenever I have placed a call, my questions have been answered expediently and explained in a manner that was comprehendible. The customer service at Paradigm Software is exceptional.

I have received calls from other landfills that are exploring new software options and I cannot say enough good things about the CompuWeigh System and the people at Paradigm.

Sincerely,

Jan M. Castro
Customer Service Specialist

4.11.1.3 Proposed Innovations

PSLLC has consistently performed above and beyond our competitors in new innovations on a software, hardware and support level. PSLLC is second to none in providing a state-of-the-art solution and the knowledge and skill to back and support these technologies. Customers who want to protect their investments choose Paradigm Software, L.L.C.

4.11.1.4 PSLLC's Sample Agreement

PSLLC is providing a copy of our standard agreement on the following pages for your review and agree that a mutually negotiated Agreement will be developed by both parties. This is only a **SAMPLE** Agreement and in no way, should be considered final or as an exception to any portion of the RFP. The Agreement covers Standard Support Services and Licensing, System Implementation, Scope of Work, Purchase Price, Payment Schedule, Service Levels, Escrow Agreement and Optional Credit Card Processing and Other required Agreement Addendums. Upon request, PSLLC will provide this Agreement in a Microsoft Word electronic format with track changes turned on for ease of negotiation.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this Standard Support Services and Licensing Agreement including the following signature page, the Terms and Conditions and all applicable Addenda, Exhibits and Schedules identified herein below (collectively, this "Agreement") agrees to sell and provide, and the undersigned customer ("CUSTOMER") agrees to purchase and accept, a license in specific computer software and support services relating to that software licensed by PARADIGM to CUSTOMER in accordance with the terms and conditions of this Agreement.

PARADIGM agrees and to grant to the CUSTOMER a license to use the software, to deliver and install the Software, and to sell, deliver and install for CUSTOMER the hardware necessary to use the software in accordance with the terms and conditions of this Agreement.

This Agreement and the relationship between PARADIGM and CUSTOMER are governed by the Terms and Conditions and each of the Addenda and Exhibits indicated herein below, each of which is adopted and incorporated herein by reference.

☒ Terms and Conditions

☒ ADDENDUM A: System Implementation Addendum

Exhibit A: Scope of Work

Exhibit B: Purchase Price

Exhibit C: Payment Schedule

☒ ADDENDUM B: Service Levels

☐ ADDENDUM C: Escrow Agreement

☐ ADDENDUM D: Credit Card Processing

☐ ADDENDUM E: Other (if applicable)

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

Customer:

CUSTOMER NAME:

Address

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

Accepted by:

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____
Jackie W. Barlow, II
Chief Operating Officer

Date: _____

Approved as to form:

By:_____

_____
(Type or Print Name)

_____
(Title)

Date:_____

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

TERMS AND CONDITIONS

1. CHARGES, FEES AND PAYMENT. CUSTOMER shall pay the charges and annual fee for Standard Support Services as specified in Exhibit B to Addendum A (System Implementation). The annual fee is payable annually in advance prior to the first day of renewal term. For all charges and fees, CUSTOMER will pay a late charge of one and one-half percent (1 1/2%) of the amount not paid within thirty (30) days of the due date or date of invoice, whichever is later. At its sole discretion, PARADIGM may increase its annual license fee and its annual charges for maintenance and support once each year by giving CUSTOMER at least ninety (90) days' notice prior to the affected term. If PARADIGM provides services not expressly agreed to in this Agreement or in its Addenda, CUSTOMER will be charged and agrees to pay for them at PARADIGM's then-applicable rates. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes, and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay (including interest and penalties imposed by any governmental authority) which are imposed upon the sale or delivery of goods, licensed software, or services rendered hereunder. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.

2. CUSTOMER RESPONSIBILITIES. CUSTOMER agrees to test, and if operable, accept and use updates, amendments and alterations to the Software furnished to CUSTOMER hereunder and to install and maintain for the duration of this Agreement, an adequate connection for remote support approved by PARADIGM. CUSTOMER shall allow PARADIGM access to the Software via this connection for the purpose of providing Standard Support Services and will pay all line use charges. CUSTOMER will provide PARADIGM with data dumps as requested, and with sufficient support and test time on CUSTOMER's computer system to duplicate any conditions or problems identified by CUSTOMER or PARADIGM.

3. COVERAGE. The Software eligible for Standard Support Services (as defined below) are CompuWeigh as updated with all current modules, applications, amendments, alterations, enhancements, improvements and updates furnished to CUSTOMER from time to time under warranty (the "Software"). Standard Support Services shall be rendered only to the CUSTOMER's currently supported version of Software running with the applicable operating system version supported by PARADIGM.

4. STANDARD SUPPORT SERVICES. During the term of this Agreement, PARADIGM will provide to CUSTOMER its Standard Support Services described in this paragraph (the "Standard Support Services"). Subject to the license granted to CUSTOMER in the Software, PARADIGM will provide technical services to design, code, check out and deliver amendments or alterations to the Software necessary to correct or solve any programming error attributable to PARADIGM

which caused the Software not to perform substantially as described in the current, standard editions of manuals delivered to CUSTOMER by PARADIGM describing the use of the Software (the "Documentation"). Such Standard Support Services will be promptly provided after CUSTOMER has identified and notified PARADIGM of any such error in accordance with PARADIGM's reasonable reporting procedures as in effect from time to time and in accordance with the Service Levels identified in Addendum B. Standard Support does not include the re-installation of the Software or the running of updates to the Software on the CUSTOMER's workstations, servers, or other hardware. The re-installation of the Software or running of updates to the Software on the CUSTOMER's workstations, servers or other hardware will be billed at PARADIGM's then-applicable rates, and in accordance with Addendum B. PARADIGM will also provide reasonable telephone consultation in the use and operation of the Software during the hours of 7:00 a.m. through 6:00 p.m. Eastern Time on weekdays, except PARADIGM holidays. Such consultation will be available only to one contact or alternate, designated by CUSTOMER in advance in writing from time to time. In addition, if PARADIGM elects to include them under its Standard Support Services program and does not market them separately to Standard Support Services customers generally, PARADIGM will deliver updates of the Software to CUSTOMER from time to time, without any charge other than as specified on Exhibit A to Addendum A attached hereto.

5. TERM AND RENEWAL. Provided payment has been made as required hereunder, PARADIGM shall provide CUSTOMER with Standard Support Services for a period of one (1) year. Thereafter, the term for Standard Support Services will automatically renew for successive one (1) year periods, unless either PARADIGM or CUSTOMER gives written notice to the other of an intention not to renew at least sixty (60) days prior to the commencement of any renewal term. The term and renewal of the license of the Software is governed by Addendum A hereto.

6. OTHER SERVICES. CUSTOMER agrees to pay PARADIGM's then applicable rates and charges for services not included in Standard Support Services, together with all costs incurred in connection therewith. Investigation and research for CUSTOMER identified conditions determined by PARADIGM not to be attributed to PARADIGM programming errors shall be billed to CUSTOMER as such other services.

7. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP") as may be provided by PARADIGM under this Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in this Agreement and Addendum A hereto. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks,

service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of any portion of this Agreement.

8. TERMINATION. PARADIGM may terminate this Agreement in the event of default by CUSTOMER, including failure to pay fees and charges, at any time after thirty (30) days' notice of such default and the default remaining uncured after the notice period. CUSTOMER may terminate its obligations under this agreement at any time, with or without cause, upon providing thirty (30) days' written notice to PARADIGM.

9. CONFIDENTIAL INFORMATION. "Confidential Information" shall mean this Agreement, all strategic and development plans, financial condition, business plans, data, business records, client lists, project records, employee lists and business manuals, policies and procedures, information relating to processes, technologies or theory and all other information which may be disclosed by either Party or to which they may be provided access in accordance with this Agreement. Except as otherwise provided herein, each Party agrees to treat confidentially and to not disclose to any person any Confidential Information about which it becomes aware. Each Party shall use all Confidential Information received by it solely in connection with this Agreement and for no other purpose whatsoever. Each Party shall strictly limit access to any Confidential Information to its employees, independent contractors, and agents who are under a contractual obligation to maintain the confidentiality of such information, and who have a need-to-know. Each shall safeguard all Confidential Information received by it using the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

10. NO WARRANTIES. CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM WITH RESPECT TO STANDARD SUPPORT SERVICES OR SOFTWARE DELIVERED HEREUNDER. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY, IF ANY, AVAILABLE FOR THE SOFTWARE IS AS SET FORTH IN THE SYSTEM IMPLEMENTATION AGREEMENT.

11. LIMITATION OF LIABILITY. PARADIGM SHALL MAINTAIN GENERAL LIABILITY INSURANCE. PARADIGM SHALL OTHERWISE NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING

ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR (A) ANY CAUSE UNDER OR RELATING TO SUPPORT SERVICES SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR STANDARD SUPPORT SERVICES DURING THE ONE (1) YEAR PERIOD PRIOR TO THE DATE ON WHICH ANY CLAIM IS MADE AND (B) ANY CAUSE UNDER OR RELATING TO LICENSING AND SYSTEM IMPLEMENTATION SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES.

12. BENEFIT OF THE BARGAIN. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES ALL OF WHICH ARE SET FORTH IN THESE TERMS AND CONDITIONS. BY SIGNING THIS AGREEMENT, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS ITS UNDERSTANDING THAT ANY CHANGE TO THESE ALLOCATIONS OF RISK WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

13. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

14. MISCELLANEOUS.

Complete Understanding. This Agreement, including all of its Terms and Conditions and Addenda are the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter hereof. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter hereof other than as expressly set forth in this Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing. This Agreement cannot be modified except by writing signed by the duly authorized representatives of both parties.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is

intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland. This Agreement shall be deemed to have been formed in the State of Maryland, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the Commonwealth of Virginia, BUT WITHOUT APPLICATION OF THE MARYLAND UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (Md. Code Ann., Comm. Law §§22-101 et seq.) or "MUCITA". The parties consent to venue in Harford County, Maryland.

Non-Solicitation. During the term of this Agreement and for twelve (12) months after its termination, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM are required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be, is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

Inconsistency. Unless specified to the contrary in any addendum, exhibit, schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of or discovery of the first event giving rise thereto.

Independent Contractors. Nothing in this Agreement shall make PARADIGM and CUSTOMER partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts,

obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed an original and all of which shall constitute one in the same instrument. Copies of this Agreement shall have the same force and effect as an original, and each of the Parties hereto expressly waives any right to assert that such copies fail to comply with the "Best Evidence" rule or any equivalent rule of law or evidence of any jurisdiction

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM A
System Implementation

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described in the Exhibits to this Addendum (the "Hardware") and to deliver and install the proprietary software described therein (the "Software"), and to grant to the CUSTOMER a license to use the Software as set forth herein below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relating to installation, training, conversions, interfaces and other matters, all in accordance with the Exhibits to this Addendum and the Terms and Conditions to which it is attached.

1. CUSTOMER RESPONSIBILITIES. CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

2. TRAINING. PARADIGM shall provide standard training in the use of the Hardware and Software according to Exhibit B and Exhibit C of this Addendum. Such training will be provided at a mutually agreeable location during installation. All travel, lodging and expenses related to the training shall be the responsibility of the CUSTOMER and shall be invoiced to CUSTOMER in accordance with the above provisions.

3. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CUSTOMER completes the above training. Exhibit B hereto shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the

applicable third-party manufacturers. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery of each respective Hardware item to the carrier at the manufacturer's or PARADIGM's loading dock as appropriate. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions.

4. SECURITY. PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CUSTOMER, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

5. GRANT OF LICENSE. Upon acceptance of the Agreement and the acceptance of this Addendum A, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

6. TERM AND RENEWAL. The term of the license herein granted is ten (10) years commencing with the date of acceptance of this Agreement by PARADIGM, unless terminated earlier as provided herein (the “Term”). If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM, the Term of this license shall be automatically renewed upon the same terms and conditions, for one (1) additional ten (10) year term (the “Renewal Term”), unless CUSTOMER gives written notice of election not to renew the license at least ninety (90) days prior to the expiration of the initial Term. CUSTOMER shall pay a license renewal fee in an amount equal to fifty percent (50%) of the applicable license fee specified on Exhibit B hereto plus any cumulative adjustments for the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the “CPI”) (the “License Renewal Fee”), which License Renewal Fee shall be due and payable immediately upon commencement of the Renewal Term. If customer purchases a “Version Upgrade” at any time during the initial Term, then the Term shall automatically extend for one (1) additional ten (10) year term commencing with the date upon which the Version Upgrade is completed, provided that the Version Upgrade was purchased for an amount equal to at least 50% of the initial purchase

price (excluding installation charges) plus all installation charges, including but not limited to airfare, meals, expense, and per diem of PARADIGM's then current rate per day per person. PARADIGM defines modifications to the Software as either a "Version Update" or a "Version Upgrade". A "Version Update" is defined as any changes to the product that is made within the same version that the CUSTOMER is currently licensed for (example – going from version 6.1 to 6.2). A "Version Upgrade" is defined as a new installation of the product in which it has drastically changed from the prior version (example – going from version 6.x to 7.x).

7. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

8. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sublicensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by decompilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object

programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

9. INDEMNITY. PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights and will survive the termination of this Agreement. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

10. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CUSTOMER's site, when operated as recommended. PARADIGM will design and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and

exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

11. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM. Upon termination, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT A
Scope of Work (Implementation Milestones)

General

This Exhibit A – Implementation Milestones (the "Milestones") forms part of the Agreement between the Parties dated as of the Effective Date of the Agreement for the provision of Services, Software and Support. Any capitalized term not defined herein shall have the definition provided for in the Agreement. The provisions set out in the Agreement shall apply in the event of any inconsistency or conflict between the terms of these Milestones and any other part of the Agreement.

The parties each agree to designate a Project Manager from their respective organizations with adequate authority and full technical competence to deal with matters relating to the Products and Services to be provided under the Agreement in relation to hardware, software, and services for the delivery of the CompuWeigh™ Version 6 (the "Scale House Software Solution"). The Project Managers will, on behalf of their respective parties and in accordance with the spirit of this Agreement, use all reasonable efforts to co-ordinate the timely supply, delivery, and performance of Software and Services as specified in the Agreement. The Project Manager for the CUSTOMER and PARADIGM will be set during the kickoff meeting. All Project Managers are authorized to deal with the day-to-day matters related to the delivery of the Software and Services directly related to their designated authority.

PARADIGM's Project Team under the direction of the Project Manager will be responsible for providing the Software and Services consistent with the Agreement including the Implementation Plan, with specific timelines, the Milestones and all PARADIGM's resource assignments for the Project. This Implementation Plan will be reviewed, modified and accepted by both parties.

PARADIGM's Project Manager will be responsible for:

(a) Submitting the detailed Implementation Plan to the CUSTOMER by an agreed upon date after the execution of the Agreement.
(b) Ensuring CompuWeigh™ interfaces with scale regardless of make or model, provided scale has appropriate interface.
(c) One-time import of accounts, trucks and rates from current system to CompuWeigh™ and historical transactional data if agreed to within the Agreement.

(d) Providing regular progress reports as the situation warrants and/or as the CUSTOMER reasonably requests, including meeting/interviewing with CUSTOMER Personnel throughout the Project as required.
(e) Meeting/Interviewing CUSTOMER Personnel during the course of the Project as required; and providing overall direction, management and leadership for the Project.
(f) Attending status meetings either in person or via a designate (as determined by PARADIGM) or through conference calls or such other means as may be mutually agreed upon.
(g) Working with the CUSTOMER's Project Manager to create as part of the Implementation Plan an issues management process to resolve any issues.
(h) Making required modifications to the Milestones in order to obtain necessary approval(s).
(i) Serving as PARADIGM's key contact for the CUSTOMER.

The CUSTOMER's Project Manager will be responsible for:

(a) Ensuring the mutually agreed project management communication methodology is followed.
(b) Serving as the key contact for PARADIGM; coordinating status meetings either in person or via a designate (as determined by the CUSTOMER) or through conference calls or such other means as may be mutually agreed upon; working with the PARADIGM Project Manager to resolve any issues.
(c) Approving or disapproving the PARADIGM Milestones hereunder in a timely manner. (Note: excluding the performance of the Acceptance Testing and unless otherwise specified, any CUSTOMER comments, rejection or approval will be given to PARADIGM no later than ten (10) business days (or as otherwise agreed) after submission of a Milestone to the CUSTOMER by PARADIGM.
(d) Providing clarification and applicable instructions as requested by PARADIGM throughout the Project.
(e) Monitoring PARADIGM work progress and Milestones; and providing overall direction, management and leadership for the CUSTOMER Project team.
(f) Obtaining and providing information, data and decisions necessary for the Project, in accordance with the Implementation Plan or within ten (10) business days of PARADIGM's request (whichever is greater), unless the Project Managers from PARADIGM and the CUSTOMER mutually agree to an extended response time.
(g) Obtaining approval and/or authorizing any agreed-to changes to the scope of the Project, Milestones and/or timelines in the Implementation Plan.
(h) Using his/her best efforts to obtain signoff and approval from the CUSTOMER, within ten (10) business days, or as mutually agreed to by the parties acting reasonably, for each Deliverable.
(i) Forwarding any required Notice of Acceptance to the PARADIGM Project Manager, as appropriate.

The Services will be performed at PARADIGM's/CUSTOMER's facilities as needed during the Project provided that should PARADIGM request resources from the CUSTOMER, such request must be reviewed and approved by the CUSTOMER Project Manager. The CUSTOMER will determine if facilities and appropriate resources will be made available as may be requested from time to time by PARADIGM.

The CUSTOMER will make every effort to provide a site suitable to support the necessary PARADIGM Personnel for the duration of the Project with telephone and network access.

The CUSTOMER will make available to PARADIGM the necessary CUSTOMER Personnel as required from time to time during the Project and as identified in the approved Implementation Plan.

Functional Areas of Responsibility

The functional areas of responsibility for the Project organization are as follows:

(a) CUSTOMER's Project Manager: The CUSTOMER's Project Manager(s) will be the focal point of decision-making and communications between PARADIGM and the CUSTOMER.

(b) CUSTOMER's Project Team: Under the direction of the CUSTOMER Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

(c) PARADIGM's Project Manager: The PARADIGM's Project Manager is responsible for the Milestones and will ensure overall CUSTOMER satisfaction for the Project.

(d) PARADIGM Consultant(s)/Architect(s)/Specialist(s): Under the direction of the PARADIGM Project Manager, will perform the tasks described in these Implementation Milestones and the Agreement.

Project Team Members

The CUSTOMER and PARADIGM will provide the necessary Personnel or designate as may be required from time to time to complete the Project.

Objectives

(1) The Objectives for the Project are for PARADIGM to implement a fully integrated Scale House Software Solution. This includes the conversion and migration of existing account data from current vendor and truck weighing data from scale, installation and configuration of the new solution, as well as testing and training to ensure that the new integrated solution, meets the requirements as may be further defined in the Agreement and these Implementation Milestones.

(2) The Scale House Software Solution must include the ability to do the following:
   (a) Must integrate with a Payment Card Industry (PCI) complaint solution for credit card processing.
   (b) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
   (c) Collect and maintain the required customer/hauler information needed for billing including detailed truck information as needed for tracking.

(d) Track all material and tonnages disposed of by paying customers, residents, contractors and charities.
(e) Collect and manage information on loads, tonnages and balances by material type.
(f) Calculate the appropriate charges for loads entering and leaving the sites.
(g) Provide fraud controls and audit functions.
(h) Track account balances for customers (if using the Accounts Receivable and Aging Module).
(i) Collect account information to support the following accounts types and activities:
  i. Cash
  ii. Charge accounts
  iii. Check
  iv. Invoicing
  v. Process payments
  vi. Credit Cards (if WeighPay has been purchased)
(j) Provide Reporting capabilities including:
  i. Operational reporting
  ii. Management reporting
(k) Retrieve information to plan new programs and improve productivity in facility operations.
(l) Implement the requirements identified in the Agreements.
(m) Ad-hoc reporting.
(n) Other functional requirements as specified in the Agreement.

1. Milestone 1 – Knowledge Transfer from Business Development (BD) to Install Team

- Meeting with BD to obtain information during the sales/agreement phase.
- Review the Agreement and set the following in CUSTOMER record:
  - Set Version Number
  - Set Site, Licensing and Module information
  - Set WeighPay information
- Add any Milestone entries for specific modules, customizations or interfaces which need to be documented and installed during the implementation.

2. Milestone 2 – Project Management Meeting (Kickoff/Status/Updates/Etc.)

- Schedule and perform kickoff meeting.
- Provide CUSTOMER with incident spreadsheet outlining these Milestones.
- Provide blank Facility Survey for CUSTOMER to complete.
- Introduce CUSTOMER to our website to track incidents.
- Provide CUSTOMER with current hardware/software requirements PDF.
- Discuss and confirm hardware to be provided by PARADIGM to CUSTOMER.

PARADIGM will be responsible to:

(1) Initiate a kick-off meeting which will include a site survey with the CUSTOMER Project Team to review and confirm the CUSTOMER

requirements. This will include confirmation and verification of the hardware the CUSTOMER will need to acquire (if any) to deploy the Software within the CUSTOMER's environment.

(2) Leverage the existing CUSTOMER infrastructure in place and be able to integrate with the existing environment as described. This includes providing the CUSTOMER with general requirements for electrical and communication connections for each equipment location included in the project.

(3) Provide a Testing Plan for the testing of the Scale House Software Solution in the CUSTOMER's environment, including a list of CUSTOMER staff positions that should be involved in the testing which will also be provided to the CUSTOMER Project Manager for acceptance; however, notwithstanding, the CUSTOMER shall determine the final Test Plan and Acceptance criteria to be used for Acceptance Testing

(4) Determine the dates for which the requirements identified as "Customizations" and which were priced in the Agreement will be available based upon mutual agreement.

(5) Establish the work efforts and the resources necessary for the Project.

(6) Develop a detailed Implementation Plan subsequent to assessing the technical requirements and describe all activities and Milestones over the duration of the Project and include specific activities, schedules, resources, and Milestones for the implementation (the "Implementation Plan"). This Implementation Plan will be delivered within ten (10) business days of the execution of the Agreement.

(7) Provide a detailed role-based Training Plan for the CUSTOMER's users of the Scale House Software Solution and CUSTOMER's staff assigned to support the application; the Training Plan will be delivered to the CUSTOMER Project Manager for acceptance.

(8) Purchase, configure and install all hardware provided by PARADIGM as listed on Exhibit B in this Agreement.

CUSTOMER will be responsible to:

(1) Provide PARADIGM with a copy of the database from the current system for conversion requirements (if applicable).

(2) Provide PARADIGM with the appropriate technical resources and information to be used to create the CUSTOMER's database.

(3) Review, comment and if acceptable, approve the hardware specifications.

(4) Ensure that PARADIGM has access to the minimum starting configuration of software and hardware as agreed upon and confirmed by the CUSTOMER for installing and configuring the Scale House Software Solution.

(5) Review, comment on and if acceptable, approve the Training Plan. Develop a detailed Testing Plan that will be used for Acceptance Testing.

(6) Provide Notice of Acceptance with respect to the approved Milestones.

3. Milestone 3 – Order Hardware

- CUSTOMER to order any hardware as necessary to support the Scale House Software Solution. PARADIGM to provide Minimum/Recommended System Requirements.
- Create checklist to ensure all hardware, cables, adapters, etc. are ordered/included.

4. **Milestone 4 – Programmer to Search for CustCode Specific Customizations (Upgrades Only)**
   - Paradigm task to assign programmer to search CW5 code for customer specific programming/comments.
   - Create additional incidents if customizations are necessary.

5. **Milestone 5 – Facility Survey Review**
   - PARADIGM and CUSTOMER to review completed survey.

6. **Milestone 6 – Vision Diagram/Documentation**
   - CUSTOMER to provide images/pictures of facility(ies).
     - Scale house
     - Scale lanes
     - Site
   - PARADIGM will create Visio diagram of the following:
     - Title page
     - Device legend
     - Overhead satellite view
     - Building layout
     - Hardware diagram
     - System architecture
     - Birds-eye view
     - MSMQ
     - Unattended

7. **Milestone 7 – Collect Data**
   - For new customers, CUSTOMER to provide database/data/reports (Database Backups from prior system if SQL. Otherwise, if old system can dump data out into Excel files or CSV files for analysis and import. Gather Reports, information on hardware, etc.).
   - For upgrade customers, CUSTOMER to provide current CW5 database and INI files from Office and all remote sites.
     - OF2 files will help determine office settings.
     - WS2 files will help determine scale settings.
     - Dev files will help determine existing hardware in use.

8. **Milestone 8 – Create Version 6 Database and Folder Structure**
   - PARADIGM will use DBUpdate6 to create CW6 Database and Folder Structure.
   - CUSTOMER to inform PARADIGM on which version of SQL will be used.

9. **Milestone 9 – Review Conversion INI Tool and INI Files (Upgrade Only)**
   - PARADIGM will run the tool to copy office INI files to C:\PD30\INI, run tool, save as excel file, and then run tool again for each additional site's INI files.
   - PARADIGM to review any device INI files to search for existing hardware.
   - PARADIGM to run record count script to review tables to make sure there are no custom/odd/less frequently used tables being used.
   - PARADIGM installation tech will closely examine the table limiting by site settings.
   - PARADIGM to review the [SiteCode] column in the rates table in conjunction with these settings.
   - PARADIGM will make sure CW6 is configured properly to match the actual behavior of CW5.
   - Relevant CW5 INI settings:
     - WS2
     - [Main]
     - PTRange
     - VTRange
     - OTRange
     - MaterialRange
     - DTRange
     - ET1Range
     - ET2Range
     - ET3Range

10. **Milestone 10 – Initial Data Load of Setup Tables – Partial Historical Data Conversion**
    - For upgrade customers, PARADIGM to use DBUpdate6 to convert all setup tables and approximately 1 year (most recent) of historical transactions.
      - Prior to running conversion program, use DBUpdate6 to update the new blank database to the latest CW6 structure and run DBUpdate in CW5 to upgrade the old database to the most recent CW5 structure.
    - For new customers, PARADIGM will analyze current data and create specification for programmers to convert the critical setup tables and, if in contract, historical transactions.
    - Discuss with CUSTOMER the plan if setup data will be loaded again in the future. At some point, customer will likely have to add accounts/setup information in current and CW6 prior to Go-Live if substantial configuration within CW6 has taken place that we can't overwrite.

    PARADIGM will be responsible to:

    (a) Provide the full system Implementation Plan with timelines and Milestones.
    (b) Create conversion scripts or routines from sample data provided by the CUSTOMER.
    (c) Review with the CUSTOMER and rectify sample data script conversion errors until CUSTOMER Acceptance of the converted data.
    (d) Perform data conversion(s) as needed and load onto the target platform.

(e) Install the Scale House Software Solution at the CUSTOMER facility in accordance with the full system Implementation Plan.
(f) Install and configure the hardware on the required lanes.

CUSTOMER will be responsible to:

(a) Provide sample data as required.
(b) Review the data mapping document, if such document is necessary.
(c) After the data conversion, review and assist in determining cause of data errors after the scripts are run and assist PARADIGM in correcting the errors.
(d) Agree to a data freeze in accordance with the mutually agreed upon Cutover Plan and subsequent to that freeze enter data into the system using the PARADIGM application once the Scale House Software Solution is accepted.
(e) Make sure CUSTOMER Personnel, space and other resources are available for Scale House Software Solution deployment to all CUSTOMER Sites.
(f) Make sure all wiring, electrical, cabling, conduit, bollards, etc. are in place for installation of the hardware.
(g) Review Scale House Software Solution Documentation.

11. Milestone 11 – Test Environment Milestone

- PARADIGM and CUSTOMER will create a Test Environment for Pre and Post Go-Live Support, Training and Testing.
- Benefits of Having A Test Environment:
    - Allows the CUSTOMER to test any update provided by PARADIGM resulting from a new program feature, enhancement, and/or bug fix in a controlled, isolated environment without jeopardizing the production environment. The CUSTOMER can use the Transaction Scenario Guide as a test script to review their various scenarios at their own pace to ensure the software is operating as expected.
    - Allows CUSTOMER's new employees to practice with the software during any orientation phase of their employment to provide the ability to learn how to use the system in a controlled environment.
    - Allows CUSTOMER's existing employees to test any of the thousands of software setting switches within the system to see desired behavior from the point of initial data capture, through reporting, and eventually posting to a test financial system. These processes can be tested as often as required to ensure all is working as expected.

PARADIGM will be responsible to:

Prior to performing the Final Acceptance Testing of the whole Scale House Software Solution, preliminary acceptance testing in the CUSTOMER Test Environment, will be completed by the CUSTOMER (with assistance provided by PARADIGM) as a proof of concept. The acceptance of the Test Environment will be based on the following criteria:

(a) Deliver and install software and hardware for the CUSTOMER.
(b) Successful acceptance test of all required and proposed functions.

(c) Successful demonstration that the Solution's performance and capacity meets the CUSTOMER's requirements; and in accordance with PARADIGM's documentation.
(d) Preliminary training of users. The testing period will include:
(a) Collect the required information on all loads entering and leaving the CUSTOMER's facility.
i. Correction of all errors or failures in hardware, software, configuration, customization, interfaces, or conversion.
ii. Modifications to required Documentation.

CUSTOMER will be responsible to:

(a) Review and approve the draft acceptance test proof of concept document.
(b) Execute, review and approve acceptance test results.
(c) Provide a Notice of Acceptance with respect to the approved Milestones.

12. Milestone 12 – Production Environment Milestone

- PARADIGM and CUSTOMER will create a Production Environment for both the office and various site servers/workstations that will be using the software.

13. Milestone 13 – Transaction Scenario Guide and Documentation

- PARADIGM and CUSTOMER will create and supply a Transaction Scenario Guide with detailed scenarios for testing and training.
- For Upgrade Customer only, PARADIGM will create reports from CW5 database to analyze most common transactions for past 12 – 18 months.
- The guide is critical for CUSTOMER user acceptance testing, training for Go-Live, training for future employees, and test script for future updates.
- PARADIGM will supply CUSTOMER with electronic CW and WS Training guides and manuals.

PARADIGM will be responsible to:

(a) Review and identify out of the box and customizable functionalities.
(b) Document integration point(s) and interface(s) requirements.
(c) Review the sample data provided by the CUSTOMER and develop data conversion plan for data migration.
(d) Prepare a draft acceptance test plan for the CUSTOMER's review and consideration.
(e) Install the Scale House Software Solution on the CUSTOMER's Test Environment.
(f) Configure and customize the Scale House Software Solution to meet the requirements of the Agreement.
(g) Test the Scale House Software Solution on the CUSTOMER's Test Environment.
(h) Assist the CUSTOMER in conducting its preliminary acceptance test.
(i) Make any corrections as identified during the preliminary acceptance test until all errors are fixed.

CUSTOMER will be responsible to:

(a) Provide PARADIGM with details surrounding any customizable functionalities.
(b) Review of the PARADIGM recommended preliminary acceptance test plan and development of the CUSTOMER's preliminary acceptance test plan.
(c) Review and approve the data migration plan.
(d) Provide a Notice of Acceptance with respect to the approved Milestones.

14. Milestone 14 – Programmer Liaison Meeting

- PARADIGM to assign Programmer Liaison if necessary.
    - Install technician will do a short presentation to the programmer to discuss any open programming issues or concerns and in conjunction with the install manager.

15. Milestone 15 – Remote Training

- PARADIGM to provide CUSTOMER with any remote training as identified in the Agreement.
    - Train on adhoc reporting and to recreate customer reports prior to going onsite.
    - Run through WeighStation and CompuWeigh Training with Key personnel to ensure on-site training goes smoothly and all scenarios are covered.

16. Milestone 16 – Configure Hardware

- PARADIGM and CUSTOMER to test and configuration of hardware provided in the Agreement.
- PARADIGM and CUSTOMER to test and configuration of hardware (such as printers, scales, etc.).

17. Milestone 17 – MSMQ Configuration (if purchased)

- PARADIGM to successfully install and test MSMQ prior to on-site arrival.

18. Milestone 18 – Ticket Setup and Review

- CUSTOMER to provide PARADIGM with desired ticket layouts.
- PARADIGM to create desired ticket layouts.
- CUSTOMER to confirm/approve ticket layouts.

19. Milestone 19 – Email Configuration

- CUSTOMER to provide PARADIGM with Email credentials.
- PARADIGM will configure Email within the software.
- CUSTOMER will test Email configuration.

20. Milestone 20 – WeighPay Configuration (if purchased)

- PARADIGM and CUSTOMER to discuss and review processes to determine how they process currently and how they want to process in the future based on the Agreement.

- Hardware – PARADIGM and CUSTOMER to confirm any hardware that is to be provided by bank/middleware and verify cabling requirements.
    - If the devices are network devices, ensure site has enough ports on switch and wall jacks/cabling requirements as necessary.
- PARADIGM to document Middleware/Gateway, and Processor.
- CUSTOMER to provide responses to the following questions (additional questions may be necessary):
    - Does CUSTOMER do pre-authorizations?
    - Does CUSTOMER use Store and Forward?
    - Does CUSTOMER require signatures?
    - Does CUSTOMER let operators perform voids/refunds?

21. Milestone 21 – Custom Report Review

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to determine if reports can be created in Ad-hoc or if Custom Reports must be created (Custom Reports may incur an additional cost if not included in the Agreement).
- PARADIGM and CUSTOMER will discuss any custom reports needed either from upgrade from CW5 or if they were specified and agreed to in new Agreement.
- PARADIGM to ensure canned crystal reports are copied over in the interim until latest reports are included with install.

22. Milestone 22 – Ad-hoc Report Conversion/Creation

- CUSTOMER to provide reports that are to be created within CW6.
- PARADIGM to train CUSTOMER on the creation of Ad-hoc Reports.

23. Milestone 23 – Batch Report Creation

- CUSTOMER to provide PARADIGM reports that are to be included in Batch (Scheduled) Reports.

24. Milestone 24 – AR and Aging/Posting

- If Posting to a third-party accounting package:
    - CUSTOMER will provide export file requirements.
    - PARADIGM will develop custom export to third-party accounting package per requirements.
- If using PARADIGM's AR and Aging:
    - CUSTOMER will provide Invoice and Statement layouts.
    - CUSTOMER will provide any reports (credit memo, debit memo, payment, aging, etc.).

25. Milestone 25 – Book Travel

- PARADIGM Tech to meet with Install Manager to verify and confirm substantial completion of required Milestones.
- Transaction Scenario Document must be completed and reviewed thoroughly with CUSTOMER and a majority of the Milestones should be fully completed.
- Schedule and confirm on-site installation dates with CUSTOMER.

- PARADIGM to book travel arrangements at minimum two (2) weeks prior to on-site days.

26. Milestone 26 – Installation Work Plan

- PARADIGM to present CUSTOMER with the specific schedule of the events that will occur while on-site.
- CUSTOMER to approve installation work plan.

27. Milestone 27 – Database Maintenance Task

- PARADIMG to configure and setup the Universal Service and scheduling PDTask6 to perform routinely scheduled maintenance and backups of the database.
- If CUSTOMER's DBA schedules their own backups, PARADIGM will work with DBA to ensure proper files are included.

28. Milestone 28 – Go-Live Prep – Purge Test Data and Final Steps Prior to Go-Live

- PARADIGM will review various tables and schemas that may need to be purged before Go-Live, as well as final steps/procedures to prepare for Go-Live.
- PARADIGM to perform file backup.
- Depending on the CUSTOMER's configuration, data may need to be reloaded after final test data purge.
- Examples of potential Tables that certain months or all data would need to be purged prior to Go-Live:
    - InsFunds tables (Purge and Reload if Upgrade)
    - Z Out (Purge and Reload)
    - Trans table for the testing period
    - Hold Table (Hold.Trans)
    - Actg Batch table (If Using AR and Aging)
    - A2_Payment table (If using AR and Aging)
    - Offense Table (if using offenses)
    - CustomFreeUnits Trans (If Using Custom Free Units)
    - Purge History Schema (Use DBUpdate)
    - Purge Audit Logs (Use DBUpdate)
    - Reset Sequence Numbers
    - To prevent issues of the office editing recent tickets after Go-Live that may not exist at a site's database, it is recommended to load 3 months of transactions prior to Go-Live. (Please note that if there are multiple sites/instances of the software/database, these steps will need to occur for each instance.)

29. Milestone 29 – Go-Live

- PARADIGM and CUSTOMER will participate in this Milestone to cutover from the current solution to CW6.

30. Milestone 30 – Final Historical Transaction Data Conversion

- PARADIGM may need to reload most recent transactions up to Go-Live.

- PARADIGM will convert any additional historical transaction data as required per the Agreement.
- Setup tables should not be reloaded after Go-Live.

31. Milestone 31 – Post Installation Checklist

- PARADIGM will review Post Installation Checklist to ensure all items have been completed.
- PARADIGM will provide the Final Installation Note document to the CUSTOMER to assist with understanding the transition from the installation team to the support team.

32. Milestone 32 – Knowledge Transfer from Install to Support

After a full billing has occurred, the installation technician will present the details of the project to the Support team.

- Present the installation to the Support Team. Show Visio, Transaction Scenario Guide, Photos, etc. and discuss overview of the installation.
- Review any special modules or customizations that were needed, as well as WeighPay and Posting Details.
- Discuss VPN tab to ensure techs know how to connect for support.
- Also discuss any open incidents (if applicable).
- All prerequisite Milestones must be closed prior to requesting the transfer.

33. Milestone 33 – Install Manager Post Go-Live Follow-Up

- PARADIGM's Install Manager will schedule a call with the CUSTOMER's primary contact to discuss the implementation. The purpose of this call is to provide a Quality Assurance check on how the implementation proceeded from start to finish. We will be ensuring our staff has meet the expectations of the CUSTOMER and if there are any open items that need to be address.

34. Milestone 34 – Introduction to the Support Department Manager

- Schedule call with Support Manager, Lead Install Tech and CUSTOMER's Primary Contact to introduce the Support Manager and detail the support process to the CUSTOMER to ensure CUSTOMER is contacting support for support related issues going forward.

35. Milestone 35 – Business Development Follow-Up

- Task for Business Development to contact CUSTOMER's Primary Contact to perform a Quality Assurance assessment of the entire process from Start to Finish.

PARADIGM SOFTWARE, L.L.C.
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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT B
Purchase Price Schedule

Qty	UM	Description	Unit Price	Extended Price

Licensing, Customization and Implementation Total:	**$0.00**
Annual Support Services Total:	**$0.00**

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

EXHIBIT C
Licensing, Customization and Implementation Payment Schedule

Percentage Due:	Amount Due:
100% - Hardware Due Upon Acceptance Prior to Installation	$0.00
40% - Due Upon Contract Execution	$0.00
25% - Due Upon Receipt of Software	$0.00
25% - Due Upon Go-Live	$0.00
10% - Due 30 Days After Go-Live	$0.00
	$0.00

Annual Support Services Payment Schedule

Percentage Due:	Amount Due:
100% - Due 90 Days After Go-Live	**$0.00**

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM B
Service Levels

1. Definitions

In this Addendum B, the words set out below will have the following meanings:

- "**Business Day**" shall refer to 7:00 a.m.to 6:00 p.m. (Eastern Time) Monday, Tuesday, Wednesday, Thursday and Friday, except for statutory holidays
- "**Custom Hardware**" means all hardware assembled or manufactured to meet CUSTOMER specifications and supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Incident**" means any CUSTOMER query, defect, problem or error regarding the Software, Hardware, or Custom Hardware that the CUSTOMER purchased or leased from PARADIGM.
- "**Hardware**" means all hardware supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Software**" means all software supplied to the CUSTOMER by PARADIGM pursuant to the Agreement to which this Addendum B is attached
- "**Statutory Holidays**" – the following days are the statutory holidays that PARADIGM's Offices are closed. If any changes, PARADIGM will provide a holiday schedule for the upcoming calendar year by November 30th of the preceding year each year during the Term:
    - **New Year's Day** – January 1st if it falls on a weekday, else the Monday following
    - **Good Friday** – Friday before Easter Sunday
    - **Memorial Day** – The first Monday following May 22nd
    - **Independence Day** – July 4th if it falls on a weekday, else the Monday following
    - **Labor Day** – 1st Monday in September
    - **Thanksgiving** – 4th Thursday in November
    - **Christmas Day** – December 25th if it falls on a weekday, else the Monday following Christmas Day

2. Statement of Intent

The aim of the Service Level Requirements is to provide a basis for close co-operation between PARADIGM and the CUSTOMER for support services to be provided by PARADIGM to the CUSTOMER, thereby ensuring a timely and efficient resolution to any Incidents encountered by the CUSTOMER in the use of Software.

3. Objectives of Service Level Requirements

The CUSTOMER and PARADIGM acknowledge and agree that the purpose of this Addendum B is:

- To create an environment of co-operative relationship between PARADIGM and the CUSTOMER to ensure effective support for the CUSTOMER's end users.
- To document the responsibilities of the CUSTOMER and PARADIGM with respect to the Service Level Requirements.
- To ensure that the CUSTOMER achieves the provision of high quality of service for its end users with the full support of PARADIGM.
- To define the services to be provided by PARADIGM and the level of service, which can be expected by the CUSTOMER.
- To detail the information PARADIGM requires from the CUSTOMER in order for PARADIGM to begin its investigations of an Incident.
- To provide a common understanding of service requirements/capabilities.

4. Service Types

The success of the Service Level Requirements depends fundamentally on the ability of the CUSTOMER and PARADIGM to communicate credible and reliable information.

First, the CUSTOMER and PARADIGM acknowledge and agree that it is important that there be a clear chain of communication between PARADIGM and the CUSTOMER. The contact information for the key personnel of each of the CUSTOMER and PARADIGM are listed in Annex "A" and Annex "B" to this Addendum B to the Agreement.

Second, the CUSTOMER and PARADIGM acknowledge and agree that it is important that there be a clear matrix of responsibility between the Parties. The various service types are listed and described in this Section 4. The service types "Type 5" and "Type 6" are exclusive to PARADIGM; in some instances, CUSTOMERs/Partners may support Types 1-4 in part or in whole. See Annex "B".

During the provision of Standard Support Services, PARADIGM is required to comply with the CUSTOMER's protocols for remote access and software change control.

4.1 Type 1 – Help Desk and Basic Configuration Support

- Respond to phone / mail / electronic communications
- Provide end users with how-to guidance
- Provide Administrative users with help on basic configuration
- Account setup configuration for Haulers and Jobs
- Inform customer of closure of Type 1 ticket
- Escalation / dispatch to Type 2 or Type 3

4.2 Type 2 – Hardware Support

- Initial Hardware configuration
- Initial Server Environment set-up

- Diagnostic assistance
- Troubleshooting devices and network
- Repair and supply of custom hardware (provided by PARADIGM per manufacturer's warranty)
- Inform customer of closure of Type 2 ticket
- Escalation / dispatch to Type 2 or Type 3

4.3 Type 3 – Advanced Support

- Advanced configuration settings
- Diagnostics of Incidents
- Problem replication
- Third-Party software integrations (provided by PARADIGM)
- Inform customer of closure of Type 3 ticket
- Escalation / dispatch to Type 5

4.4 Type 4 – Updates and Installations

- Provide Updates to CUSTOMER for installation in Test Environment
- Provide Updates to CUSTOMER for installation in Production Environment

4.5 Type 5 – Product Development

- New features within Version or fixes requiring code changes
- Interfaces to other systems
- Customizations

4.6 Type 6 – Review and Refresh (Billable)

- Multi-day session on topics to be agreed with CUSTOMER; may be on-site or remote
- Review application configuration and hardware deployment
- Demonstration of new features or options
- Deliver training sessions as requested by CUSTOMER
- Advise on Best Practices

5. Service Level Requirements

5.1. Incident Severity Ranking

Severities for all Incidents in which the Software is not operating as described in the Agreement, will be jointly classified by the CUSTOMER and PARADIGM under one of the following three classifications and according to their "severity ranking" impact on core areas of the Software function listed in the table below:

(1) Displaying information to Operators
(2) Capturing information from site peripherals
(3) Acquiring / Storing information from the Software

Severity Ranking	Identification	Description

1	**Emergency**	**Complete stop or major breach of the Software or Hardware ceases CUSTOMER operations for one or more users at a critical period.** (Example: unable to process transactions, major failure, server shutdown, unable to start the application on multiple computers, a hardware failure that affects all operations, etc.).
2	**High**	**Major problem that disrupts operations during working hours. A work around may be available to assist the customer until the problem is resolved.** Note: Issuing transaction tickets manually is not an acceptable work around; such a situation would be considered an incident with a severity ranking of "Emergency". (Example: Application problem affecting multiple staff or core work processes, such as transaction processing, collecting charges for account customers or rate calculations).
3	**Medium**	**Problem that impacts operations and requires resolution and has an acceptable workaround for the short term.** (Example: A limited problem affecting only a few staff or minor work process but where a work around exists, such as rate settings for statutory holidays or administrative reporting).
4	**Low**	**Minor problem or request for information from users**. (Example: Configuration settings, requests for information purposes only, etc.).
5	**Wish List**	Suggestions for improvement, ideas or input from customers that would be considered for future updates or upgrades to the application.

5.2. Response and Resolution Times

Severity Ranking	Response time	Corrective Plan	Required Outcome
1 Emergency	Respond immediately to the CUSTOMER or contact in the immediate hour of receiving the	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within four hours

	incident notification		
2 High	Respond immediately to the CUSTOMER or contact within one hour of receiving the incident notification	Diagnose problem and establish plan to correct failure within two (2) hours	Return to operation within one (1) business day, or as agreed to by the Contractor and CUSTOMER representative
3 Medium	Respond immediately to the CUSTOMER or contact within two business hours of receiving the incident notification	Establish plan to correct failure within twenty-four (24) hours	Return to normal operation within two (2) business days including weekends or as agreed to by the Contractor and CUSTOMER representative
4 Low	Respond immediately to the CUSTOMER or contact within one business day of receiving the incident notification	Establish plan to correct failure within forty-eight (48) hours	Return to normal operation within five (5) business days or as agreed to by the Contractor and CUSTOMER representative

5.3. Response Times Not Met – Required Actions

To the extent of the above-mentioned table, if an Incident is not fixed within the time periods specified in the “Required Outcomes” column of the table in Section 5.2 of this Addendum B and/or would have a noticeable and negative effect on the CUSTOMER’s operations, the CUSTOMER can escalate (Annex A) and address the problematic situation with the management team of PARADIGM to agree on a plan of corrective actions. As part of PARADIGM’s Service Level Monitoring, all incidents with a Severity Ranking of 1, 2, or 3 will automatically be escalated by PARADIGM to the designated PARADIGM and CUSTOMER management contacts listed in Annex A to this Addendum B.

Response Time Exceeded	CUSTOMER will contact Support Manager to expedite response
Corrective Plan Time Exceeded	CUSTOMER will request Support Manager to support problem diagnosis

6. PARADIGM Support Hours of Service

Emergency Severity Incidents

PARADIGM offers telephone coverage 24x7x265 for **incidents with critical impact on operations, i.e. those with "Emergency" severity ranking as defined by the table in Section 5.1 of the Addendum B,** with response time for Emergency Incidents **within one** hour.

Other Incidents are worked per the following rules:

- **Regular Business Days – During Office Hours – Monday to Friday 7:00 a.m. to 6:00 p.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour throughout the day
- **Regular Business Days – Outside Office Hours – Monday to Friday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Weekends – Friday to Monday 6:00 p.m. to 7:00 a.m. (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day
- **Statutory Holidays – From 6:00 p.m. on the eve of the Statutory Holiday until 7:00 a.m. the morning following the Statutory Holiday (Eastern Time)**
  - Email / Web Ticket – Monitored and responded to within two (2) business days
  - Telephone – Normally answered when called. Voice messages are monitored and responded to within one (1) hour the next business day

7. PARADIGM Primary Reporting Responsibilities

PARADIGM proposes to review, on an annual basis, the performance of the support team in the delivery of services and to implement the necessary measures in the event where improvements are needed.

Included in the review process shall be mutually-agreed upon key performance indicators (KPIs). At a minimum, these KPIs will include:

- A list of all incidents logged with PARADIGM in the reporting period including time, date, and details.
- An indicator if the Service Level was met for each Incident.

8. CUSTOMER Primary Reporting Responsibilities

CUSTOMER will provide a prime and secondary Contact(s) through which all reported problems encountered by the CUSTOMER would be funneled for subsequent notification to PARADIGM. These individuals must have a working knowledge of the software and equipment and will be responsible for managing user access, and for recording and reporting of problems.

The CUSTOMER is responsible for providing services for the recording, referral and resolution of all faults encountered by end users throughout the CUSTOMER's operation. The CUSTOMER will refer all problems to PARADIGM in a timely manner using the outline below to describe the problems:

- Date / Time Reported:
- Reported by:
- Software affected:
- Equipment affected:
- Problem Description - examples / pictures / screen shots, as available
- Serial Number of Equipment on which Problem was detected:
- Statement of Impact on CUSTOMER Operations:
- Other pertinent information (as appropriate):
- The CUSTOMER will supply PARADIGM with reasonable remote electronic access to the Equipment, Software, or any computer hardware where the software and data files may reside in order that PARADIGM can investigate reported problems.
- In order to maintain ongoing Standard Support Services, the CUSTOMER is responsible to ensure all Support payments to PARADIGM are current.

9. Complaints

All complaints relating to the operation of the support service by either party will be forwarded in writing and distributed concurrently to the signatories of this document. The intent is to ensure thorough, timely and open resolution of all such problems. Such complaints may relate to the following aspects:

- Expected level of support
- Actual support offered and delivered
- Personnel responsible for providing or administering support
- Any other issue relating to this document or the relationship between the CUSTOMER and PARADIGM.

10. Other Service Level Requirements Exclusions

Services provided do not include support for system environment changes necessitated by the CUSTOMER or outside of the control of PARADIGM. Examples of exclusions include, but are not limited to:

- CUSTOMER infrastructure equipment upgrades or re-installations (e.g. Servers, DBMS Upgrades, Network Changes, File migrations, Middleware Upgrades, etc.)
- Third-Party Vendor software changes (e.g. New Versions, Interfaces, File Imports / Exports, Anti-Virus, etc.)

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STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM C
Escrow Agreement

THIS ESCROW AGREEMENT (this "Agreement") is made by and among Paradigm Software, L.L.C., a Maryland limited liability company ("PARADIGM"), Shaffer, McLauchlin and Stover, LLC, a Maryland Limited Liability Company (the "ESCROW AGENT") and the undersigned Customer ("CUSTOMER").

PARADIGM and the CUSTOMER have entered in to a certain Standard Support Services and Licensing Agreement. This Addendum to that Agreement governs the custody and release of source code to be held by ESCROW AGENT for certain computer software licensed to the CUSTOMER by PARADIGM. It includes and is subject to all of the Terms and Conditions and Addenda attached to the Agreement itself, all of which are incorporated herein.

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below.

PARADIGM SOFTWARE, L.L.C.:

113 Old Padonia Road, Suite 200
Cockeysville, MD 21030

By:_____
Jackie W. Barlow, II
Chief Operating Officer

Date: _____

SHAFFER, MCLAUCHLIN AND STOVER, LLC:

836 South Main Street, Suite 102
Bel Air, MD 21014

By:_____
Eric E. McLauchlin
Partner/Member

Date:_____

CUSTOMER NAME:
Customer Address

By:_____

_____
(Type or Print Name)

_____
(Title)
Date:_____

TERMS AND CONDITIONS

1. Deposits

ESCROW AGENT has accepted and currently holds on deposit a single copy of the source code for certain computer programs ("Source Code") that have been licensed to CUSTOMER pursuant to a written license agreement (the "License Agreement"). PARADIGM shall deposit an updated copy of the Source Code upon each general release of such updates, and each updated copy shall upon deposit be deemed the Source Code under this Agreement. The copy of the Source Code held by ESCROW AGENT shall be and remain the exclusive property of PARADIGM, and ESCROW AGENT will hold the Source Code as specifically provided in this Agreement. ESCROW AGENT will hold the copy of the Source Code in safekeeping at its offices and may deliver a copy of the Source Code to CUSTOMER, but only under the conditions specified below. Upon reasonable request, and at CUSTOMER's cost, CUSTOMER may examine the copy of the Source Code to verify compliance with the terms hereof. Such examination shall be conducted on a computer to be made available by PARADIGM at its premises in Cockeysville, Maryland.

2. Conditions for Release

CUSTOMER shall be entitled to receive from ESCROW AGENT and to make limited use as herein provided of a single copy of the Source Code, if (i) PARADIGM releases the Source Code to other licensees as a matter of general policy; (ii) PARADIGM refuses to offer CUSTOMER error correction services or changes required to comply with federal regulations at PARADIGM's standard rates and on its standard terms and conditions; (iii) PARADIGM becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or has voluntarily wound up or liquidated its business (or that segment of its business pertinent to the License Agreement); or (iv) PARADIGM as a debtor-in possession or a trustee-in-bankruptcy in a case under the United States Bankruptcy Code rejects the License Agreement. Any of the foregoing events is referred to below as a "Release Condition."

Upon the happening of any Release Condition, CUSTOMER may at its option give ESCROW AGENT written notice (the "Notice") requesting a copy of the Source Code. The Notice shall (i) be labeled "Notice Under Escrow Agreement Dated _____," (ii) specify the Release Condition with reference to the applicable section of this Agreement; (iii) identify (by application name, version number and release date, and any other pertinent information) the computer programs for which Source Code is on deposit and which CUSTOMER desires to have released; and (iv) be given within sixty (60) days of CUSTOMER's knowledge of the happening of the applicable Release Condition.

Upon receipt of the Notice, ESCROW AGENT shall send a copy to PARADIGM by commercial form guaranteed delivery, including encrypted retrieval (“Secure Delivery”). If PARADIGM denies or disputes an alleged Release Condition, PARADIGM shall, within

fifteen (15) days after the receipt of the copy of the Notice from ESCROW AGENT, deliver to the ESCROW AGENT a statement (the "Statement") identifying its dispute. ESCROW AGENT shall send a copy of the Statement to CUSTOMER by Secure Delivery, and ESCROW AGENT shall continue to hold the Source Code in accordance with this Escrow Agreement. If ESCROW AGENT does not receive the Statement within the applicable time period, or if ESCROW AGENT is informed in the Statement that PARADIGM's denial of statements in CUSTOMER's Notice does not apply to certain applications or modules, ESCROW AGENT is authorized and directed to deliver a copy of the applicable Source Code to CUSTOMER. Upon delivery to CUSTOMER under any circumstances, the Source Code shall become a part of the licensed software and shall be subject to all of the license and confidentiality provisions and obligations set forth in the Agreement.

In the event that PARADIGM delivers the Statement to ESCROW AGENT in the manner and within the time period set forth above, ESCROW AGENT shall not release a copy of the Source Code or any part thereof, to CUSTOMER unless (i) required to do so by order of a court of competent jurisdiction, or (ii) ESCROW AGENT has received written instructions with authorized signatures of both PARADIGM and CUSTOMER requesting release to CUSTOMER. The ESCROW AGENT may withhold release of the Source Code to the CUSTOMER if fees or costs owed by the CUSTOMER to the ESCROW AGENT are unpaid.

3. Payments and Fees

CUSTOMER shall pay to PARADIGM $200.00 upon the execution of this Agreement for the establishment of an account plus $100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM $100.00 per calendar year for maintenance of the account.

CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT $300.00 as an Acceptance Fee for the establishment of the account plus $100.00 for the initial deposit. Thereafter, CUSTOMER shall pay to PARADIGM and PARADIGM shall pay the ESCROW AGENT an annual fee for maintenance of the account according to the ESCROW AGENT’s Schedule of Fees in effect from time to time, which amount is currently $100.00 per calendar year. CUSTOMER shall pay the Acceptance Fee at the time the ESCROW AGENT signs the Escrow Agreement. CUSTOMER shall further reimburse ESCROW AGENT for all out of pocket costs in connection with its performance of services hereunder, including without limitation the cost of media, copies, delivery charges, long distance charges, postage, shipping, handling and insurance.

4. Termination and Cancellation

It is the responsibility of the CUSTOMER to forward the annual Escrow Fee to PARADIGM. Failure of CUSTOMER to pay PARADIGM the applicable fees, within thirty (30) days written notice of payment due, shall result in the cancellation of the Escrow Agreement and the termination of ESCROW AGENT’s obligations under the terms

thereof, in which case ESCROW AGENT shall return the Source Code to PARADIGM and shall have no further obligation hereunder.

This Agreement shall also terminate upon delivery of a copy of the Source Code to CUSTOMER in accordance with the terms of this Agreement or the termination of the License Agreement, whichever occurs first. The delivery of a copy of the Source Code to CUSTOMER hereunder shall act as a termination of all of PARADIGM's responsibilities, all of PARADIGM's warranties, and all of PARADIGM's software maintenance obligations under the License Agreement and all other agreements.

5. Limitation on ESCROW AGENT's Responsibility and Liability

As a fiduciary, conservator, receiver or guardian of the Source Code that it receives, ESCROW AGENT's obligation is solely one of safekeeping. ESCROW AGENT shall not be obligated or required to examine or inspect the Source Code. The ESCROW AGENT cannot and does not warrant the content of the Source Code that it receives from PARADIGM, regardless of the media used to transmit it. ESCROW AGENT's obligation for safekeeping shall be limited to providing the same degree of care for the Source Code as it maintains for its valuable documents and those of its CUSTOMERS at the same location. However, ESCROW AGENT shall not be responsible for any loss or damage to the Source Code due to changes in atmospheric conditions (including, but not limited to, failure of the air conditioning system), unless such changes are proximately caused by the gross negligence or malfeasance of ESCROW AGENT. ESCROW AGENT shall be protected in acting upon any written notice, request, waiver, consent, receipt or other paper or document furnished to it, not only in assuming its due execution and the validity and effectiveness of its provisions but also as to the truth and acceptability of any information therein contained, which it in good faith believes to be genuine and what it purports to be.

In no event shall ESCROW AGENT be liable for any act or failure to act under the provisions of this Escrow Agreement except where its acts are the result of its gross negligence or malfeasance. ESCROW AGENT shall not have duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim, or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Escrow Agreement, unless such notice is in writing and actually received, and, if its duties herein are affected, unless it shall have given its prior written consent thereto.

PARADIGM and CUSTOMER shall jointly and severally indemnify ESCROW AGENT against any loss, liability, or damage (other than any caused by the gross negligence or malfeasance of ESCROW AGENT), including reasonable costs of litigation and counsel fees, arising from and in connection with the performance of its duties under this Agreement.

PARADIGM and CUSTOMER acknowledge that ESCROW AGENT has previously represented and represents PARADIGM regarding other transactions, but nonetheless

enter into this agreement, consent to the representation by ESCROW AGENT of PARADIGM, and waive any conflict created hereby, whether actual or potential, real or perceived. Each party has been advised to seek legal representation prior to executing this agreement. PARADIGM and CUSTOMER acknowledge that neither this Agreement nor their waiver of any potential conflict created hereby will materially limit the ability of the ESCROW AGENT to perform hereunder or to represent PARADIGM as to matters unrelated hereto.

6. Intellectual Property

The release of the Escrow Material to a Licensee will not act as an assignment of any Intellectual Property Rights that the Licensor or any third party possesses in the Escrow Material. Without prejudice to Section 6, the Escrow Material shall remain at all times the confidential and intellectual property of its owner. In the event that Escrow Agent releases the Escrow Material to the Licensee, the Licensee shall be permitted to use the Escrow Material only for the Release Purposes.

7. Bankruptcy

PARADIGM acknowledges that this Escrow Agreement is an "agreement supplementary" to the License Agreement as provided in Section 365(n) of Title 11, United States Bankruptcy Code (the "Code"). PARADIGM acknowledges that if a Trustee in a case under the Code rejects the License Agreement or this Escrow Agreement, CUSTOMER may elect to retain its rights under the License Agreement and this Escrow Agreement as provided in Section 365(n) of the Code. After the commencement of a case under the Code by or against PARADIGM, and unless and until the License Agreement is rejected upon written request of CUSTOMER to the Trustee, Trustee (a) shall not interfere with the rights of CUSTOMER as provided in the License Agreement and this Escrow Agreement, including the right to obtain the Source Code from the ESCROW AGENT. If the Trustee rejects the License Agreement or this Escrow Agreement and CUSTOMER elects to retain its rights hereunder and upon written request of CUSTOMER to the Trustee, the Trustee shall provide the Source Code to the CUSTOMER.

8. Resignation

The ESCROW AGENT may resign by delivery of a thirty (30) day written notice to both PARADIGM and the CUSTOMER. The ESCROW AGENT will deliver the Source Code upon the joint written direction of PARADIGM and the CUSTOMER received within thirty (30) days of the date on the ESCROW AGENT's notice of resignation. If no joint direction is received within the time period outlined, the Source Code will be delivered to Thomas M. Wagner & Associates, 323 Williams Street, Bel Air, MD 21014 to serve as acting trustee, until the parties mutually agree on a successor escrow agent.

9. Miscellaneous

Complete Understanding. This Escrow Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this Escrow Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this Escrow Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this Escrow Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

Effective Date. This Agreement shall become effective and shall be binding only upon acceptance by PARADIGM at its offices in Cockeysville, Maryland

Governing Law. This Agreement shall be deemed to have been entered into in Maryland and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Maryland.

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300

STANDARD SUPPORT SERVICES AND LICENSING AGREEMENT

ADDENDUM D
Credit Card Gateway Processing

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of the Standard Support Services and Licensing Agreement (the "Agreement"), agrees to provide Credit Card Services as defined in and in accordance terms and conditions set forth in Schedule A and Schedule B hereto (“Credit Card Services”). The Terms and Conditions of this Addendum and Schedule A and Schedule B shall relate only to the CardConnect Services.

THIS ADDENDUM, INCLUDING ALL OF ITS TERMS AND CONDITIONS, IS THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO CREDIT CARD SERVICES AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. EXCEPT FOR THE TERMS OF THIS ADDENDUM AND ITS SCHEDULE A AND SCHEDULE B, THE ORIGINAL AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS ADDENDUM REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE REVERSE SIDE OF THIS PAGE. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS THAT IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

TERMS & CONDITIONS

TO CREDIT CARD PROCESSING GATEWAY SERVICE

These Terms and Conditions, as well as the terms set forth in the terms of the Agreement to which they are attached, constitute the Addendum ("Addendum") between Paradigm Software, L.L.C. ("PARADIGM") and the contractual party utilizing the Products and Services hereunder ("CUSTOMER"). The terms herein shall relate only to the use and provision of the Products and Services defined herein. For adequate consideration, the receipt of which is hereby acknowledged, PARADIGM and CUSTOMER, intending to be legally bound, mutually agree to the following terms and conditions:

1. **Definitions**. Certain capitalized terms shall have the meanings set forth below:

1.1. "**Authorized Users**" means persons or entities that are authorized by CUSTOMER to access and use the Services.

1.2. "**Documentation**" means the written materials provided to CUSTOMER, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other related documentation to assist or describe the Services and/or the Products provided through PARADIGM.

1.3. "**Engagement Hardware**" means the applicable hardware provided through PARADIGM to the CUSTOMER and certified for use with the Services and used by CUSTOMER to enable the use of certain of the Services.

1.4. "**Gateway Services**" means the transaction processing services provided to CUSTOMER through PARADIGM's Vendor, including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of CUSTOMER to a payment processing network.

1.5. "**Credit Card Platform**" means the cloud-based payment solution owned and maintained by PARADIGM's Vendor including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a CUSTOMER, a software solution utilized by a CUSTOMER, as well as the consumers of the goods and/or services provided by the CUSTOMER.

1.6. "**Product(s)**" means all equipment, Engagement Hardware, firmware, Software, and other applications, including all updates, modifications, enhancements, replacements, provided to CUSTOMER through PARADIGM under this Addendum.

1.7. "**Services**" means the services provided by PARADIGM to allow CUSTOMER to access the select Gateway Services provided by Vendor and its Credit Card Platform.

1.8. "**Software**" means the software programs, including without limitation the software related to the Gateway Services and Credit Card Platform as well as related software & all pass-thru software licenses from third-party software providers whose software is part of the offering under this Addendum.

1.9. "**Vendor**" shall mean the owner and operator of the Processing and/or Gateway Platform. For the purposes of this Addendum, CUSTOMER has selected:

☐ Axia

☐ CardConnect

2. **Use of Services and Products**. Subject to and conditioned on CUSTOMER's and its Authorized Users' compliance with the terms and conditions of this Addendum, during the Term, CUSTOMER and its Authorized Users may access and use the Services and the Products. PARADIGM shall use commercially reasonable efforts to provide the Services to CUSTOMER and its Authorized Users. Any terms for the purchase of Engagement Hardware shall be set forth in the applicable Schedule. PARADIGM may, in its discretion from time to time, without liability to CUSTOMER, revise, modify, update, limit or replace any Products or Services in whole or in part, provided the Products and Services are not adversely affected in any material manner and PARADIGM provides reasonable notice to CUSTOMER prior to the occurrence of any such event.

3. **Documentation**. PARADIGM shall provide CUSTOMER access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its customers of the same Services and Products. CUSTOMER may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CUSTOMER, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4. **CUSTOMER Responsibilities**. PARADIGM shall provide CUSTOMER access to electronic versions of any applicable Documentation that PARADIGM makes generally available to its customers of the same Services and Products. CUSTOMER may print and reproduce the Documentation provided that: (i) the number of such copies is limited to those reasonably required for use by CUSTOMER, including, without limitation, training and archival purposes; and (ii) proprietary notices contained in the original copies of the Documentation are reproduced and included in all copies, whether such copies are made in whole or in part.

4.1 CUSTOMER agrees to use the Products and Services in accordance with applicable laws and the Documentation provided by or through PARADIGM.

4.2 CUSTOMER is responsible for assuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. PARADIGM is not responsible for any inability to perform Services due to CUSTOMER's use of improperly formatted or corrupt files, viruses on media provided, or incompatible backup media or software.

4.3CUSTOMER shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties. CUSTOMER shall ensure that its use of the Product complies with all laws directly or indirectly applicable to CUSTOMER and its Authorized Users. CUSTOMER agrees to execute any and all documents and comply with any and all applicable procedures, rules and regulations which PARADIGM, its Vendor or applicable law may require in connection with the Products and Services, including without limitation, procedures, regulations, and rules, as may be amended from time to time, promulgated by American Express, MasterCard, VISA, Discover, various other

payment networks, NACHA, the settlement bank, and insurance carriers (collectively "Association Rules"). CUSTOMER also agrees to adhere to such rules and regulations as are required by governmental agencies having jurisdiction over the transactions contemplated herein. CUSTOMER agrees to not directly and knowingly use the Products or Services to engage in any activities in violation of federal or state anti-kickback laws. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CUSTOMER'S OR ITS AUTHORIZED USERS' USE OF THE SERVICES OR PRODUCTS, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES AND PRODUCTS IN WAYS THAT ARE NOT IN COMPLIANCE WITH LAWS.

4.4CUSTOMER understands that CUSTOMER may not process transactions on behalf of any other entity or individual and that the use of the Products and Services is provided herein as a service for a single merchant account. Any attempt to use the Products and Services herein for more than one Merchant account without additional agreements and fees for each merchant may result in additional fees and charges, the revocation of rights to the Products and/or Services and termination of this Addendum.

4.5This Addendum may not be sold, traded, assumed or otherwise transferred to another individual or entity without the express written consent of PARADIGM.

5. **Authorized Users**. CUSTOMER shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, the applicable laws or other agreements, all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. CUSTOMER shall have sole responsibility for terminating the access previously granted to any Authorized User, whether for termination of employment, reassignment, or any other cause. PARADIGM may disable an Authorized User's access to the Services at any time in its sole discretion if PARADIGM has reason to believe that such Authorized User poses a security risk or has violated the terms of this Addendum. CUSTOMER is responsible for designating user IDs and passwords for any and all Authorized Users. CUSTOMER agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify PARADIGM immediately if access to such information is, or is thought to have been, released to any unauthorized party. CUSTOMER agrees not to allow multiple users to access the Software using a common account or user credentials. Security and control of assigned user ID's and passwords are the sole responsibility of CUSTOMER and PARADIGM shall not be held responsible in any way for any breach in system security as a result of CUSTOMER's actions or inactions relating thereto.

6. **User IDs**. CUSTOMER is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Addendum whether or not such activities have been authorized by CUSTOMER. CUSTOMER shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with its use of the Products and Services as contemplated by this Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. CUSTOMER shall: (i) notify PARADIGM immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or

computer or device containing such information; (ii) take all steps reasonably necessary to prevent access and use of the Services by unauthorized users; and (iii) not provide false identity information to gain access to or use of the Services or the Software.

7. **Payment Terms**. CUSTOMER shall pay the fees for the Products and Services as set forth in the Sales Agreement. The fees and charges shall be debited or billed in accordance with the terms of the Original Agreement.

8. **Products**. At no time shall CUSTOMER utilize the Products or Services in any manner not consistent with the Documentation or the terms herein and shall not attempt to open any Engagement Hardware in any way. CUSTOMER shall follow any and all instructions in relation to the operation of the Products. To utilize the Services, CUSTOMER will be required to purchase Engagement Hardware and keep such Engagement Hardware in good working order. PARADIGM shall not be responsible for any misuse, neglect or abuse of, tampering with or any external forces affecting the Engagement Hardware. CUSTOMER shall be responsible for the purchase, installation and maintenance of any and all Engagement Hardware necessary for the provision of Services and to access the Software. The Engagement Hardware shall be subject to a manufacturer's warranty as between CUSTOMER and the device manufacturer as administered by the manufacturer. PARADIGM does not provide any warranties of any kind for the Engagement Hardware. Title and risk of loss of the Engagement Hardware shall pass to CUSTOMER upon shipment. CUSTOMER shall be responsible for all costs of insurance, taxes, storage, and transportation of the Engagement Hardware. PARADIGM assigns to CUSTOMER any third-party warranties and indemnities for the Engagement Hardware. CUSTOMER's sole and exclusive remedy for the breach of any such third-party obligations shall be against the applicable third-party manufacturer or Vendor, and not against PARADIGM.

9. **Telecommunications; Internet access**. For the avoidance of doubt, PARADIGM does not provide telecommunication or other wireless or internet services. CUSTOMER is responsible for obtaining access to the Internet using appropriate equipment and for ensuring proper security of CUSTOMER's systems and access to the Services. CUSTOMER agrees to process data using third party programs, including specifically internet "browser" programs that support appropriate data security protocols compliant with applicable laws. PARADIGM makes no warranties of any kind and expressly disclaims in regard to the security and/or the services provided by any third-party telecommunication or any wireless or internet provider. PARADIGM shall not be responsible or liable for any failure, delay or deficiency in communications or transmission facilities, integration into third party software, infrastructure or Services.

10. **Improper Use**. Failure to comply with the terms of this Addendum or the Documentation may result in damage to the Products. PARADIGM shall have no liability for damage or any losses to the extent that it resulted from CUSTOMER's negligence, willful misconduct or failure to comply with the terms of this Addendum, the Documentation, or any other written instructions provided by PARADIGM or the Vendor to CUSTOMER.

11. **Ownership**. Except as otherwise provided for herein, this Addendum shall not be deemed to grant to CUSTOMER or any Authorized User any ownership interest in the Products, Documentation, or Services. All Products, Documentation, Services and any derivative works based thereon, including any improvements, enhancements, modifications, updates, versions and releases, whether or not patentable or registered, will remain the exclusive property of PARADIGM (collectively, the "**PARADIGM Materials**") or the Vendor. PARADIGM expressly reserves all rights to PARADIGM Materials not specifically granted herein. CUSTOMER shall not: (i) attempt to assign the right to access or use the Products or Services to any third party; (ii) allow or authorize access to or use of the Products or Services to any persons other than Authorized Users; (iii) use the Products or Services for any purpose other than CUSTOMER's own internal business purposes; (iv) reverse engineer, disassemble or decompile the Products or Services or attempt in any fashion to obtain the source code to the Software or the Credit Card Platform; (v) knowingly use the Products or Services to send or store infringing or unlawful material or information; (vi) knowingly use the Products or Services to send or store material containing harmful computer codes, viruses, files, scripts, agents, or programs; (vii) interfere with or disrupt the integrity of the Products or the Software contained therein or Services or the data contained therein, or (viii) attempt to gain unauthorized access to the Software or Services or related systems or networks.

12. **Confidential Data**. The Products and Services enable CUSTOMER to transmit, store, and receive certain information relating to financial transactions for CUSTOMER and its Authorized Users (the "Services Data"). The Services Data will include confidential information of CUSTOMER's Authorized Users. State and federal laws, as well as ethical and licensure requirements, may impose obligations with respect to confidentiality and other obligations that may limit the right of CUSTOMER and persons acting on its behalf to make use of the Services or to transmit certain information to third parties. CUSTOMER represents and warrants that it will, at all times during the term of this Addendum and thereafter, comply with all laws that are directly or indirectly applicable to, or that may now or hereafter govern, the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance, and storage of the Services Data. It shall be CUSTOMER's responsibility to cause all persons or entities under its direction or control, including Authorized Users, to comply with any such applicable laws. CUSTOMER, at all times during the term of this Addendum and thereafter, shall be solely responsible for obtaining and maintaining all legally necessary consents or permissions required or advisable to disclose, process, retrieve, transmit, and view the Services Data transmitted, stored, or received in connection with the Services. CUSTOMER ACKONWLEDGES THAT PARADIGM WILL NOT ACCESS, RETRIEVE, STORE OR USE SERVICES DATA IN CONNECTION WITH CUSTOMER'S USE AND OPERATION OF THE SERVICES. PARADIGM DISCLAIMS ANY OBLIGATIONS RELATED TO SERVICES DATA. PARADIGM IS NOT LIABLE OR RESPONSIBLE FOR ANY CUSTOMER ACTS OR OMISSIONS IN USING THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR OTHER REQUIREMENTS OR CUSTOMER'S USE OR MISUSE OF DATA TRANSMITTED, MONITORED, STORED, OR RECEIVED BY IT.

13. **Equitable Relief**. The parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

14. **Warranties and Disclaimers**. Subject to the limitations of this section and subject to such limitations as are expressly provided elsewhere in this Addendum, PARADIGM represents and warrants that PARADIGM has the legal right to perform the Services and provide Products to CUSTOMER and its Authorized Users, either itself or through third parties. The Services provided by it hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event CUSTOMER believes PARADIGM has breached the warranty in the foregoing sentence, CUSTOMER shall promptly notify PARADIGM thereof including information necessary to allow PARADIGM to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES AND PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS," WITH ALL FAULTS BASIS. PARADIGM MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. PARADIGM MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. PARADIGM FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, PARADIGM makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. PARADIGM shall not be responsible for any failure of any telecommunications provider however constituted or described. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply.

15. **Exclusion of Damages**. IN NO EVENT SHALL PARADIGM BE LIABLE TO CUSTOMER FOR ANY INDIRECT, NON-COMPENSATORY, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS OR REVENUE, LOST SAVINGS, LOSS OF DATA OR BUSINESS OPPORTUNITY, ANY GOVERNMENTAL, AGENCY, AND/OR REGULATORY FINES OR COSTS, OR OTHER DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, OR USE OF THE SERVICES OR ENGAGEMENT HARDWARE, OR ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY PARADIGM OR ANY THIRD PARTY SOFTWARE PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY WHETHER OR NOT

SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply.

16. **Limitation of Liability**. EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN, CUSTOMER EXPRESSLY WAIVES AND SHALL NOT MAKE ANY CLAIM OF ANY KIND AGAINST PARADIGM ARISING OUT OF THE FAILURE OF PERFORMANCE OF THE PRODUCT, THE SERVICES OR THE CREDIT CARD PLATFORM, PAYMENT TERMINALS OR THE GATEWAY OR ARISING OUT OF THE BREACH OF ANY WARRANTY PROVIDED BY PARADIGM, OR THE MANUFACTURER OF EQUIPMENT. IF, DESPITE THE OTHER TERMS OF THIS AGREEMENT, PARADIGM HAS ANY LIABILITY TO CUSTOMER FOR ANY LOSS, HARM OR DAMAGE, THE PARTIES AGREE THAT PARADIGM'S LIABILITY TO CUSTOMER OR ANY OTHER PERSON UNDER OR RELATED TO ANY AND ALL SUCH LOSSES, HARMS, OR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND RECEIVED BY PARADIGM SPECIFICALLY FOR THE SERVICES (EXCLUDING THIRD PARTY PASS-THROUGH FEES OR EXPENSES) PROVIDED PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK OF FAILURE BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREIN. CUSTOMER ACKNOWLEDGES THAT, ABSENT ITS AGREEMENT TO THIS LIMITATION OF LIABILITY, PARADIGM WOULD NOT PROVIDE THE SERVICES TO CUSTOMER.

17. **Indemnification**. PARADIGM shall defend and hold harmless CUSTOMER and its Affiliates, officers, directors and employees from any claim that the use of the Services violates or infringes any third party's patent, copyright, trade secret or any other intellectual property rights. CUSTOMER shall give PARADIGM prompt notice of any such claim, shall cooperate fully with PARADIGM in its defense of the claim, and PARADIGM shall have sole control of the defense and settlement of any such claim. Should the Services hereunder be made the subject of any claim alleging misappropriation or infringement of any patent, copyright, trade secret, trademark or other intellectual property rights of any third person, PARADIGM's sole liability shall be, at its option, to procure the right to use Services free of such liability or to replace or modify the Services to be non-infringing. In the event that neither of the foregoing options is commercially reasonable in PARADIGM's sole discretion, PARADIGM shall have the right to terminate this Addendum without further obligation and shall return to CUSTOMER any prepaid fees for Services not yet rendered. PARADIGM shall have no obligation to defend or indemnify CUSTOMER for any claim arising from CUSTOMER's use of the Services inconsistent with its Documentation or in combination with any software not provided or approved by PARADIGM.

18. **Term**. This Addendum shall be effective on the date hereof and shall continue for the length of the term of the Original Addendum (the "**Initial Term**") and shall continue thereafter for successive additional one-year terms (each a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party hereto provide written notice to the other of its intent not to renew at least sixty (60) days prior to the end of the then-current Term.

19. **Intended Third Party Beneficiary**. Vendor shall be designated as an intended third-party beneficiary of the contractual rights of PARADIGM herein and under the Original Agreement with respect to the Products and Services that are the subject of this Addendum.

SCHEDULE A

Qty	UM	Description	Unit Price	Extended Price
		Setup Fees (One-Time)		
	EA	Gateway Account Setup Fee	$0.00	$0.00
	EA	Terminal Setup Fee	$0.00	$0.00
	EA	Equipment – Ingenico iSC250	$0.00	$0.00
Project Total:				**$0.00**

BUSINESS CONTACT INFORMATION

Corporate Name:
DBA:
Contact Name:
Address:
Phone:
Email:

SHIPPING INFORMATION

Corporate Name:
DBA:
Contact Name:
Address:
Phone:
Email:
Shipping Type*:

**Shipping Options: Express Saver, 2 Day, Standard Overnight, or Priority Overnight*

SCHEDULE B

Qty	UM	Description	Unit Price	Extended Price	Annual Service Charge
0	MO	Gateway Account Monthly Fee (1 terminal per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	$0.00	$0.00	$0.00
0	MO	Gateway Terminal Monthly Fee (1 terminal per month – recurring fee – will be added pro-rata based on Go-Live compared to renewal term)	$0.00	$0.00	$0.00
0	MO	Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month) *	$0.00	$0.00	$0.00
Annual Service Charge:					**$0.00 / Year**

* Gateway Per Transaction Tier: The Gateway Per Transaction Tier fee is calculated based on 36,000 estimated annual credit card transactions. If the customer's average exceeds 5,000 transactions per month for the term, the customer will be moved to the next higher tier as shown in the table below for the following renewal term. A reconciliation will be performed on or around December 1, 2018 and annually each December thereafter during the term to determine the tier for the following renewal term.

Current Gateway Services Fee Tiers**

Description	Monthly Fees	Annual Fees
Gateway Per Transaction Tier (<1,000 transactions per month)	$153.00	**$1,836.00**
Gateway Per Transaction Tier (>1,000 and up to 3,000 transactions per month)	$405.00	**$4,860.00**
Gateway Per Transaction Tier (>3,000 and up to 5,000 transactions per month)	$630.00	**$7,560.00**
Gateway Per Transaction Tier (>5,000 and up to 10,000 transactions per month)	$900.00	**$10,800.00**
Gateway Per Transaction Tier (>10,000 and up to 12,500 transactions per month)	$1,350.00	**$16,200.00**
Gateway Per Transaction Tier (>12,500 and up to 15,000 transactions per month)	$1,800.00	**$21,600.00**

**Fees are subject to change annually. PARADIGM will provide CUSTOMER with at least sixty (60) days' notice prior to the renewal term of any changes to the fees listed in the Current Gateway Services Fee Tiers table.

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5. Authority Responsibilities

PSLLC understands the requirements of the RFP for the Customer's facilities. During the contract finalization and software development phase of the project, the following participation is requested from the Customer:

- Purchasing and legal staff for contract negotiation.
- A designated project manager(s) for assistance with facility survey and software specification finalization.
- A network administrator for configuring the communication network.
- The scheduling of system users for training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.
- A designated contact for mapping of data from current system to CompuWeigh™.

While on-site the Customer participation necessary would be as follows:

- A designated project manager(s) for assistance with staff coordination and Customer contacts.
- A network administrator for configuration, troubleshooting, modifying the communication network.
- End Users for class room and hands on training.
- System acceptance tester to verify the readiness of the system.
- Work area for PSLLC personnel to work when on-site.

Testing / Development
Test / Development Environments
PSLLC highly recommends that the Customer setup a test environment that closely matches the production environment as much as possible. A test application/SQL server would be setup and as many client machines as necessary would be configured with the software to be used for the following functions:

Prior to Go Live, the Test Environment would be used for:

- Testing of initial product delivered
- Training for the various programs and modules used by the Customer, as well as end user, administrative and IT training
- Testing of any updates installed prior to Go Live involving bug fixes, program enhancements, or program upgrades

Once the Customer is Live, the Test Environment would be used for:

- Training for any new users
- Refresher training for existing users
- Testing of any new updates prior to installing into production environment

System Testing
PSLLC's approach to system testing involves thoroughly reviewing the facility survey and working with Customer staff to ensure every transaction scenario that crosses the scale is setup and handled properly in the system prior to training.

During training, PSLLC trainers will go over each unique scenario and ask the scale house operators to practice processing each of those scenarios. When possible, using a stack of tickets from the non-PSLLC system to enter into WeighStation helps operators to relate the process to the new system and helps test the new system to ensure information is storing and displaying properly and that fees are calculating correctly. During initial training though, we are more concerned with getting users familiarized with the process.

PSLLC recommends a parallel configuration to perform full system testing and can work with the Customer to determine the location and duration of the parallel testing. At a minimum, Paradigm typically recommends doing one or more days of full parallel testing, including processing all transactions for the day and running as many reports as possible on that day to be able to compare tonnages and fees within all aspects of the system. If reports do not match and one or more specific tickets did not duplicate correctly from prior system, either due to user error or a program bug/configuration issue, we can void the incorrect tickets, re-enter those tickets, and re-run the reports to ensure tonnages and dollar values match. At that point, testing can be accepted, but the Customer and PSLLC can always discuss if additional parallel testing is needed to ensure Customer and PSLLC are confident with the solution.

Test Planning
The testing strategy is to train each user how to perform all of their daily processes, whether that be transaction processing for a scale house operator, truck or account management in the office, or debit memos/credit memos for an accountant. The test plan will involve various unit and parallel testing measures to ensure all processes can be successfully and accurately performed in the new system. PSLLC and the Customer will unit test each module purchased by the Customer, further broken down by specific processes within certain modules or applications, again to ensure that each end user can perform all existing and new functionality that is required. Unit testing areas include:

- WeighStation
    - Processing Transactions
    - Reports
    - Z-Out and End of Day Processes
    - Administrative Duties
- CompuWeigh
    - Account Edit
    - Truck Edit
    - Transaction Edit
    - Reporting
    - Posting

- Modules
    - A/R and Aging Module
        - Posting
        - Invoices
        - Debit Memos
        - Credit Memos
        - Finance Charges
        - Payments
        - Aging
        - Administrative Duties
    - Unattended Module
    - Message Queuing Module

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6. Optional Additional Capabilities

The following Modules are available for an additional fee that the Customer may be interested in to enhance functionality of the systems.

6.1.1.1 Custom Free Units Module

This optional module allows the system the ability to permit certain customers to bring in materials at no or a reduced charge up to a certain allowed amount/limit. Once that amount/limit has been reached, the customer would then be charged the specified amount/limit for that material.

6.1.1.2 Disposal Authorization Slips Module

This module allows the Customer to issue a specified number of slips to an account for the disposal of material. Once the number of slips issued has been reached, the account is no longer allowed to dispose under this arrangement.

- Authorization can be limited to
  - A total trip limit (number of times the authorized account can dump)
  - A daily trip limit (number of times the authorized account can dump in a given day)
  - A total permitted net weight
  - One or many haulers
  - Any number of
    - Transaction Types
    - Materials
    - Destinations
    - Origins
    - Vehicle Types
    - Extra table fields (Customer Defined Fields)
  - A date range that the permit is allowed

The number of unique authorization slips to generate can be defined. More authorization slips can be generated by an administrator if additional slips are required in the future.

A list of unique authorizations slips and their status can be reviewed.

The following page shows an example of a DAS with a barcode.

"The Preferred Choice"

District of Columbia
Department of Public Works
Dump Authorization Slip

Slip #: 00002-03223

Authorization Number:	001-727-629	**Slip No.:**	00002-03223
Bill Acct/Name:	Acct. 997 - Office of Contracting and Procurement	**Start Date:**	November 1, 2014
		End Date:	November 30, 2014

Hauler Acct/Name 1:	Collins Brothers	**Load Restrictions:**	1
Hauler Acct/Name 2:		**Maximum Daily Loads:**	0
Hauler Acct/Name 3:		**Maximum Weight Allowed:**	0
Material Code/Desc 1:	Bulk	**Allowed Sites:**	Fort Totten Solid Waste T.S. 4900 Bates Road NE Washington, DC 20011
Material Code/Desc 2:			
Material Code/Desc 3:			

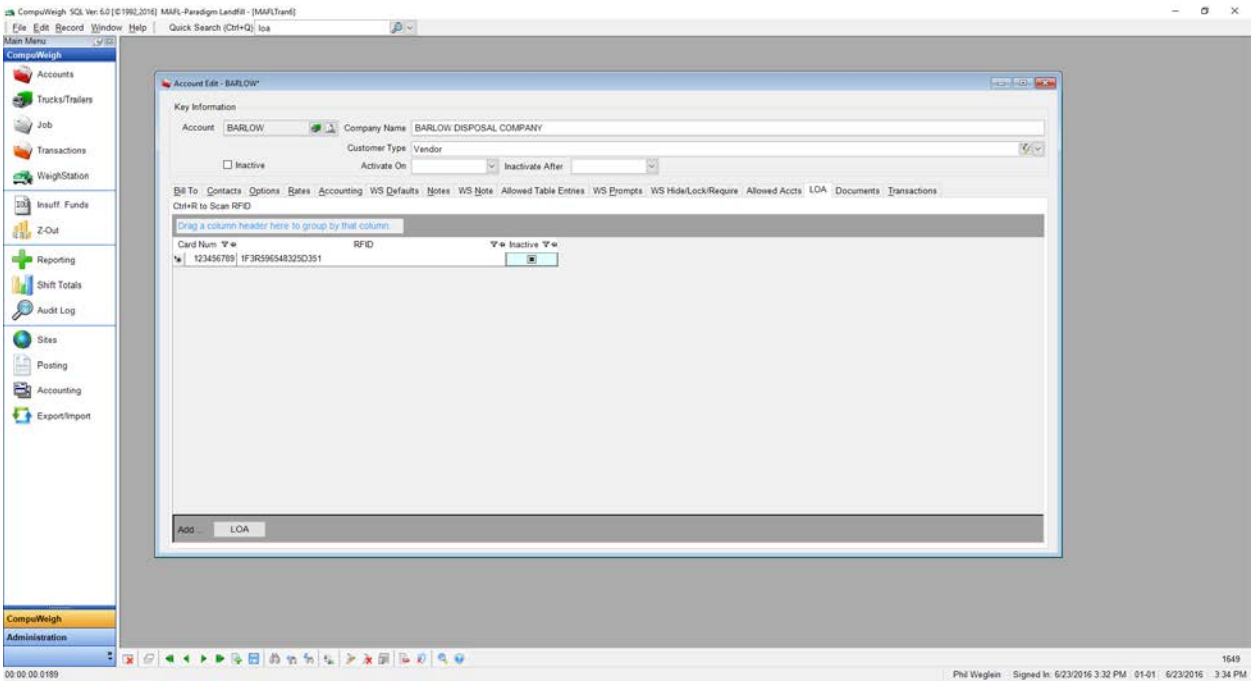
Comments:

"The Preferred Choice"

Slip #: 00002-03223

6.1.1.3 Letter of Authorization Module

This optional module allows the Customer to provide a vehicle with a proximity card that permits them to dispose of material for a specific account.



LOA Restrictions screen. Authorizations are by the card only and no other restrictions can be placed. If the customer has the proximity card, they can bill to the approving account for any material.

6.1.1.4 Inventory Module

The Inventory Module allows the customer to track the quantity of commodities at various locations. Inventory locations can be setup for an entire site or for a particular site section such as the SSRM Stockpile. Inventory commodities can contain any number of materials. The inventory reports can display the summarized commodity quantities assigned to each location for both current and past days. They can also display a detailed breakdown of the commodities brought in since a particular day.

6.1.1.5 Offenses Module

This optional module allows the user to track offenses that are reportable for your customer's. These offenses can be captured at the time of the transaction and then can be identified when this customer enters the facility in the future. The Offenses Module allows you to track when a specific account, or more commonly, when a specific vehicle, performs an offense/violation. Offenses do not have to tie to a transaction; however, most commonly, they are documented during the transaction process.

6.1.1.6 Radiation Module

This module allows the integration (if customer's radiation detectors are able) of the radiation detector and the WeighStation application. If an event is triggered from the radiation detector, the WeighStation application can stop the transaction from being processed and the events can be logged in the database. Additional features can be added to email certain individuals upon the event (Alerts Module) and requiring supervisor approval to override the event.

6.1.1.7 Driver's License Scanning Module

The optional Driver's License Scanning Module provides the customer with an easy way to capture a person's information. This can be handled through a barcode scanner, magnetic swipe card reader or optical character recognition (OCR) based on the Customer's desires and the format of the driver's license. This information is captured by the application and stored with the transaction as desired by the Customer.

6.1.1.8 Folio Tracking Module

This optional module will be utilized to track customer visits to the Customer's facilities. The main screen of the app will present the user with sign in fields to access the system. The user will also be able to select which site they are processing transactions for if the device is used for multiple facilities. After the user has accessed the system, they will see the main transaction processing screen. The screen will also allow the user to select the size of the load and if necessary, the number of tires they are disposing of at the facility. Based on the Customer's specifications, the size of the load is matched to a point system. The user will have the ability, if desired, to take a picture of the load for documentation purposes on the contents of the transaction. The application has the ability, if desired, to capture the signature by the customer signing the phone with their finger. Once the transaction is complete, if desired, the system can print a receipt on a Bluetooth or USB connected thermal receipt printer.

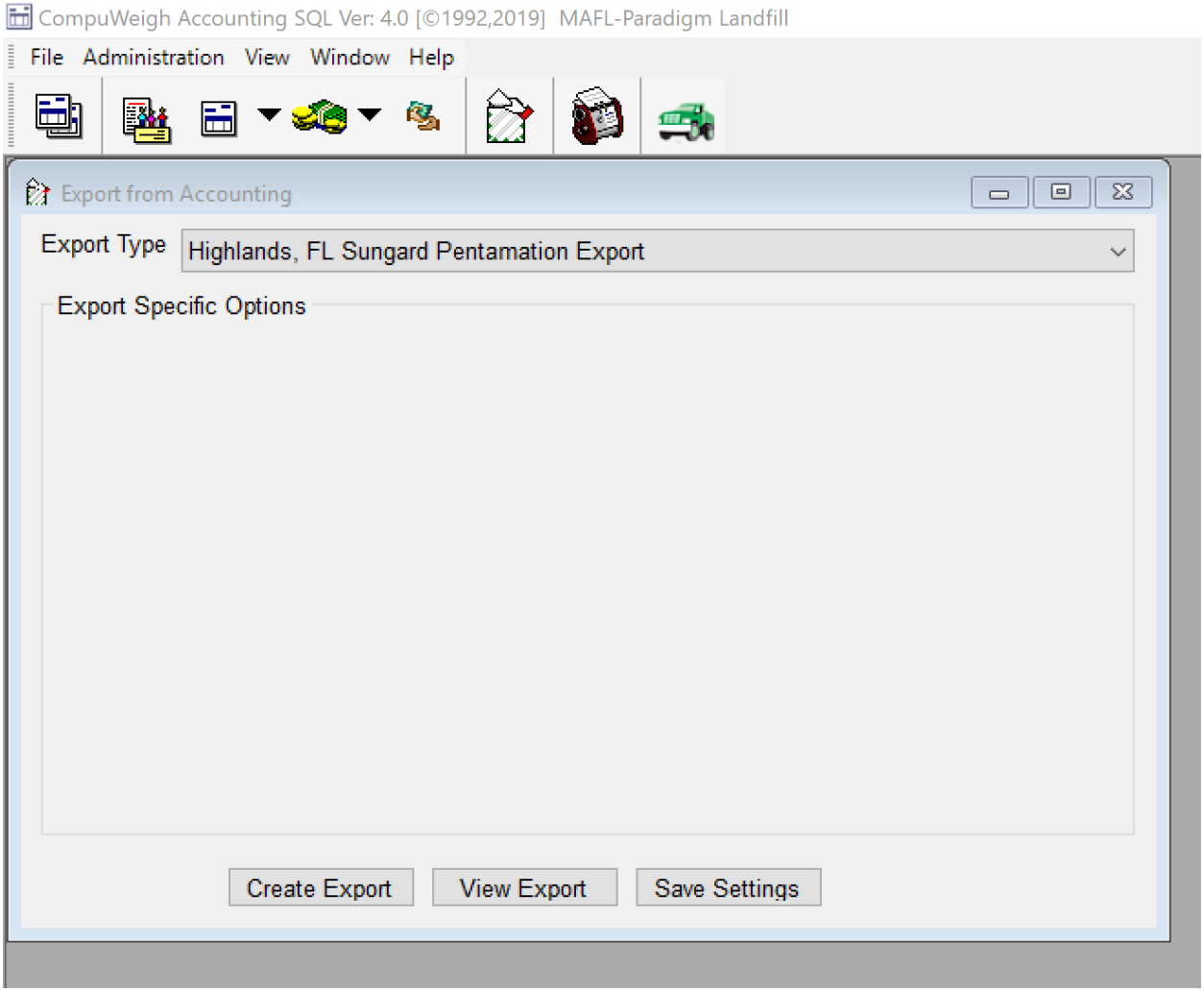
6.2 Wireless Solution

PSLLC has installed our unattended enclosures (UVSS) for customers where the placement of the unit allows the driver to remain in their vehicle. PSLLC can show movies of these facilities and have provided the following image of a driver retrieving his ticket from the UVSS. While this is not wireless, as the devices are wired, it does all the driver to remain in their vehicle for transaction processing.

6.3 Interface with eFinancePlus Software

PSLLC has developed interfaces and exports from our Accounts Receivable and Aging Module to municipalities third-party financial systems. Historically, PSLLC has developed an export file in the format required to be imported to the financial system. We have exported to SunGard in the past as well as numerous other accounting packages such as SAP, Sage, AS400, MAS, Great Plains and many more.

Within the Accounts Receivable and Aging Module, a posting/export routine is developed for the user to simply click a button to create the exact file to be transferred to the financial system. The file can be placed in a designated folder for the financial system to obtain and import.



6.4 Sales Order System

The AUTHORITY is interested in a Sales Order system that would create sales contracts with commodity brokers to purchase the AUTHORITY's recycling materials from the Recycled Materials Recovery Facility (RMPF). It is envisioned that this system would interface with the new scale system. When the trucker arrives at the incoming scale house, the system uses the Sales Order number to create a "Pick Ticket" which authorizes the RMRF to load that particular truck. The transaction data will integrate to the Accounts Receivable system to create daily invoices and monthly statements. PROPOSER is invited to submit a Proposal that satisfies this need through either a fully integrated module, a third party product that is compatible with the SSMS or through the ability to pass data from the SSMS to the Sales Order system. For more information on the AUTHORITY's requirements for the Sales Order System, see EXHBIT E.

PSLLC believes our Jobs Module can handle most of the requirements of this system. As outlined in Section 4.4.2 of the RFP, we have provided responses to the bullet points listed by the Authority.

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7. Small/Minority/Women Business Enterprise (S/M/WBE) Participation

PSLLC understands this requirement and has completed the required Forms in Section 1. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.1 Small Business Enterprise (SBE)

PSLLC understands this requirement and has completed the required Forms in Section 1. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.2 S/M/WBE Firm's Principal Office

PSLLC understands this requirement and we are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

7.3 Sub-Consultant/Supplier Utilization Plan

PSLLC understands this requirement and has completed Forms 5 in Section 1.5 and Form 6 in Section 1.6 of this response in accordance with this requirement. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation and Kanawha Scales and Systems to handle the installation of the UVSS devices.

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8. Local Preference Qualification and Application

PSLLC understands this requirement and has completed Form 8 in Section 1.8 of this response in accordance with this requirement. We are partnering with Greywood Consulting Corp. in West Palm Beach, FL to assist PSLLC with the Project Management for this implementation.

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9. Proposer’s Qualification Statement

PSLLC has completed Form 9 in Section 1.9 of this response in accordance with this requirement.

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10. Scrutinized List Certification

PSLLC has completed Form 10 in Section 1.10 of this response in accordance with this requirement.

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11. Other

A. PSLLC has provided evidence of current levels of insurance on the following page in areas of General Liability, Automobile Liability, Workers' Compensation, and Professional Liability in accordance with this requirement.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2018

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
Riggs, Counselman, Michaels & Downes, Inc.
555 Fairmount Avenue
Towson MD 21286

CONTACT NAME: Jacquie Atkinson
PHONE (A/C, No, Ext): 410-427-6420 **FAX (A/C, No):** 410-339-7234
E-MAIL ADDRESS: jatkinson@rcmd.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Limited	11000
INSURER B : Hartford Accident and Indemnity Company	22357
INSURER C : Trumbull Insurance Company	27120
INSURER D : ACE American Insurance Company (CHUBB)	22667
INSURER E :	
INSURER F :	

INSURED PARASOF-01
Paradigm Software, LLC.
113 Old Padonia Road
Suite 200
Cockeysville MD 21030

COVERAGES **CERTIFICATE NUMBER:** 946374898 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	30SBABY2372	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X No Ded or SIR						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY	Y	Y	30UECZM2799	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			30SBABY2372	1/1/2019	1/1/2020	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	30WECCU9166	1/1/2019	1/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Errors & Omissions			F14621830001	1/1/2019	1/1/2020	Each Claim Aggregate Each Claim Retention	$3,000,000 $3,000,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 18-8470 - Contract Renewal - Software Maintenance & Support - Paradigm Software
The City of Grand Prairie is included as an Additional Insured with respects to General Liability and Automobile Liability on a primary and non-contributory basis and a Blanket Waiver of Subrogation is included on the General Liability, Automobile Liability and Workers' Compensation policies if required by written contract with the Named Insured. Above General Liability, Automobile Liability and Workers' Compensation policies will provide 30 days' written notice of cancellation (10 days' written notice of non-payment of premium) to the Certificate Holder. Above Errors & Omissions policy includes Cyber Coverage. Commercial Package Policy #30SBABY2372 written with Sentinel Insurance Company Limited effective 01/01/2019 to 01/01/2020 includes Crime/Employee Dishonesty Coverage with limits of $25,000.

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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B. Provide a statement of PROPOSER'S financial security, strength, resources and capabilities to include financial reports and current or prior bankruptcy proceedings, if applicable.

PSLLC has been a solvent company since our inception in 1991. We strive to keep overhead to a minimum and provide quality service and product to our customers. We are the leader in the solid waste and recycling industry for municipalities who understand the value of the proposed system. We have never filed for bankruptcy and continuously operated the company with positive financial security, strength and resources. PSLLC would be happy to discuss financial reports in an on-site setting as we consider this information to be confidential.

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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 Jackie W Barlow II 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 Paradigm Software LLC, 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 Jackie W Barlow II, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Paradigm Software LLC
Name of Nongovernmental Entity

Jackie W Barlow II
Printed Name of Affiant

President and Chief Operating Officer
Title of Affiant

Jackie W. Barlow, II
Signature of Affiant

03/27/2026
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: Paradigm Software LLC 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: Jackie W Barlow II

Title of Vendor's/Contractor's Authorized Representative: President and Chief Operating Officer

Signature of Vendor's/Contractor's Authorized Representative: Jackie W. Barlow, II

Date: 03/27/2026

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 Scale House Software in Hernando County. Under the same terms and conditions as the Agreement between Solid Waste Authority of Palm Beach County, Florida, 7501 North Jog Road, West Palm Beach, FL and Paradigm Software, LLC, 113 Old Padonia Road, Suite 200, Cockeysville, Maryland 21031, dated November 8, 2019, with a Contract period of Ten (10) years 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. Paradigm Software, 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 Paradigm Software, LLC. and Solid Waste Authority of Palm Beach County, Florida. All references in the Contract between Paradigm Software, LLC. and Solid Waste Authority of Palm Beach County, Florida, shall be assumed to pertain to, and are binding upon Paradigm Software, LLC. and Hernando County.

Estimated Annual Spend: $44,771.25
Hernando County File No: 26-P0288
Originating Contract No: 19-202

Agreed, accepted and consented to this, the last date hereunder.

Paradigm Software, LLC:

Jackie W. Barlow, II
Authorized Signature

Name: Jackie W Barlow II

Title: President/Chief Operating Officer

Date: 04/22/2026

HERNANDO COUNTY:

Authorized Signature

Name: Carla Rossiter-Smith

Title: Chief Procurement Officer

Date: _____

Description	Qty	UM	Unit Price	Extended Price	Upgrade Price	Support Fee
1. CompuWeigh License - 1-user concurrent license	0	Each	$525.00	$0.00	$0.00	$0.00
2. WeighStation Program License	10	Lane/License	$5,775.00	$57,750.00	$28,875.00	$11,550.00
3. WeighStation Program License	0	Lane/License	$0.00	$0.00	$0.00	$0.00
4. MSMQ Module (now called Paradigm Distributed Messaging Module)	1	Flat Fee	$14,950.00	$14,950.00	$7,475.00	$2,990.00
5. Insufficient Funds/Split Payments Module	1	Flat Fee	$1,575.00	$1,575.00	$787.50	$315.00
6. Alerts/Rules Module	1	Flat Fee	$2,625.00	$2,625.00	$1,312.50	$525.00
7. Software Discount	1	Each	$(10,000.00)	$(10,000.00)	$(5,000.00)	$0.00
8. AR and Aging Module	1	Flat Fee	$19,995.00	$19,995.00	$9,997.50	$3,999.00
9. WeighPass Module	0	Flat Fee	$9,625.00	$0.00	$0.00	$0.00
10. Unattended Module (includes RF Module on unattended lanes)	0	Flat Fee	$20,000.00	$0.00	$0.00	$0.00
11. Jobs/LOA/DAS Module	0	Flat Fee	$25,000.00	$0.00	$0.00	$0.00
12. Video/Picture Module	0	Lane/License	$1,575.00	$0.00	$0.00	$0.00
13. Light Module	0	Flat Fee	$15,000.00	$0.00	$0.00	$0.00
14. Gate Module	0	Flat Fee	$15,000.00	$0.00	$0.00	$0.00
15. WeighPay - Client must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in Paradigm's pricing unless specifically noted.	10	Lane/License	$1,885.00	$18,850.00	$9,425.00	$3,770.00
16. WeighPay - For use in Office. Client must enter into an agreement with an approved vendor to be used as a gateway and/or processor and provide terminals. All costs associated with approved vendor are not included in Paradigm's pricing unless specifically noted.	0	Lane/License	$0.00	$0.00	$0.00	$0.00

17. Web Reporting Module - With credit card integration. Client must enter into an agreement with an approved vendor to be used as a gateway and/or processor. Client is responsible for hosting for the solution, SSL and any and all fees. Paradigm can provide hosting for an additional fee if the County is interested.	0	Flat Fee	$25,000.00	$0.00	$0.00	$0.00
18. Scale Monitoring Module	10	Lane/License	$1,575.00	$15,750.00	$7,875.00	$3,150.00
19. Driver License (Barcodes) Scanning Module	10	Lane/License	$1,575.00	$15,750.00	$7,875.00	$3,150.00
20. Export to Third-Party Accounting Package (GL only)	16	Hour	$225.00	$3,600.00	$1,800.00	$720.00
21. Historical Data Conversion - Includes trucks, accounts, rates, transactions, accounting starting balances - does not include historical accounting data. ALL data must be in the same format and layout. If different data formats or layouts are supplied, additional charges may apply.	0	Flat Fee	$0.00	$0.00	$0.00	$0.00
22. Customization - Ability to scan documents at the time the transaction is processed. The exact process will need to be determined based on the County providing business requirements. We will include this customization up to 20 hours at no additional charge to the County. This does not include the purchase of any necessary hardware.	0	Flat Fee	$0.00	$0.00	$0.00	$0.00
				$140,845.00*	**$70,422.50***	**$30,169.00***

Annual Support Services and Service Fees Payment Schedule

Description	**Amount Due:**
05/2026-04/2027	
Annual Bronze Support and Licensing – Year 1 – 05/2026-04/2027 – Licensing fee is included as 1/10th of the Upgrade Price of $70,422.50 from the Purchase Price Schedule plus the Support Fee from the Purchase Price Schedule	$37,211.25
Addendum D – Credit Card Gateway Services – Now called *WeighPay*™ Service Fee (Transaction Tier (>3,000 and up to 5,000 transactions per month))	$7,560.00
	$44,771.25*

G/L ACCOUNT - MASTER INQUIRY

Org code: B4402031 SOLID WASTE FUND Type: E
Object code: 534600 OPERATING-REPAIRS&MAINT SRVS Status: A
Project code: Budgetary: Y

Fund	B421	SOLID WASTE FUND
Department	220	SOLID WASTE
Group	14201	SOLID WASTE AND RECYCLING
Area of Op	40	UTILITIES
Function	53400	GARBAGE/SOLID WASTE SERVICES
		UNKNOWN
		UNKNOWN

Full description: OPERATING-REPAIRS&MAINT SRVS Short desc: 534600
Reference Acct: Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	7,974.78	.00	.00	592,570.00
02	19,017.33	.00	.00	.00
03	7,996.67	.00	.00	.00
04	233,695.25	.00	290,904.00	290,904.00
05	15,410.40	118,175.96	.00	.00
06	11,304.10	8,306.95	.00	.00
07	.00	1,500.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	295,398.53	127,982.91	290,904.00	883,474.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	307,032.68	Original Budget	592,570.00
Encumbrances	127,170.41	Budget Tranfr In	290,904.00
Requisitions	.00	Budget Tranfr Out	.00
Total	434,203.09	Carry Fwd Budget	.00
Available Budget	449,270.91	Carry Fwd Bud Tfr	.00
Percent Used	49.15	Revised Budget	883,474.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00		.00
Actual-Last Yr	.00		.00
Estim-Actual	883,474.00		.00
	.00		.00
			.00

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Natural Resources
Prepared By: Carla Burrmann
Initiator: Carla Burrmann
DOC ID: 17294
Legal Request Number:
Bid/Contract Number:

TITLE

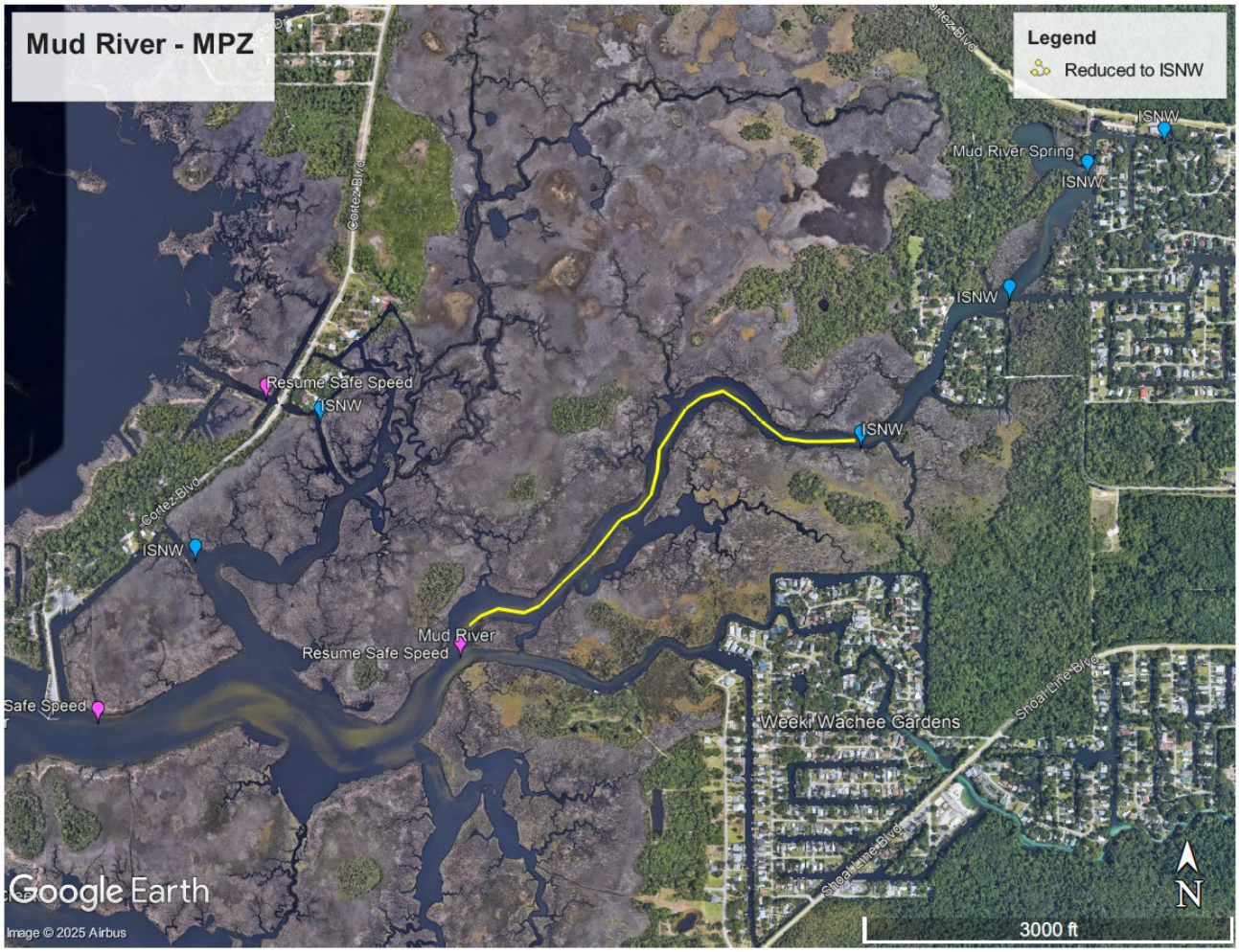
Proposed Revised Public Survey of Residents Living Within or Adjacent to Proposed Manatee Protection Zone

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

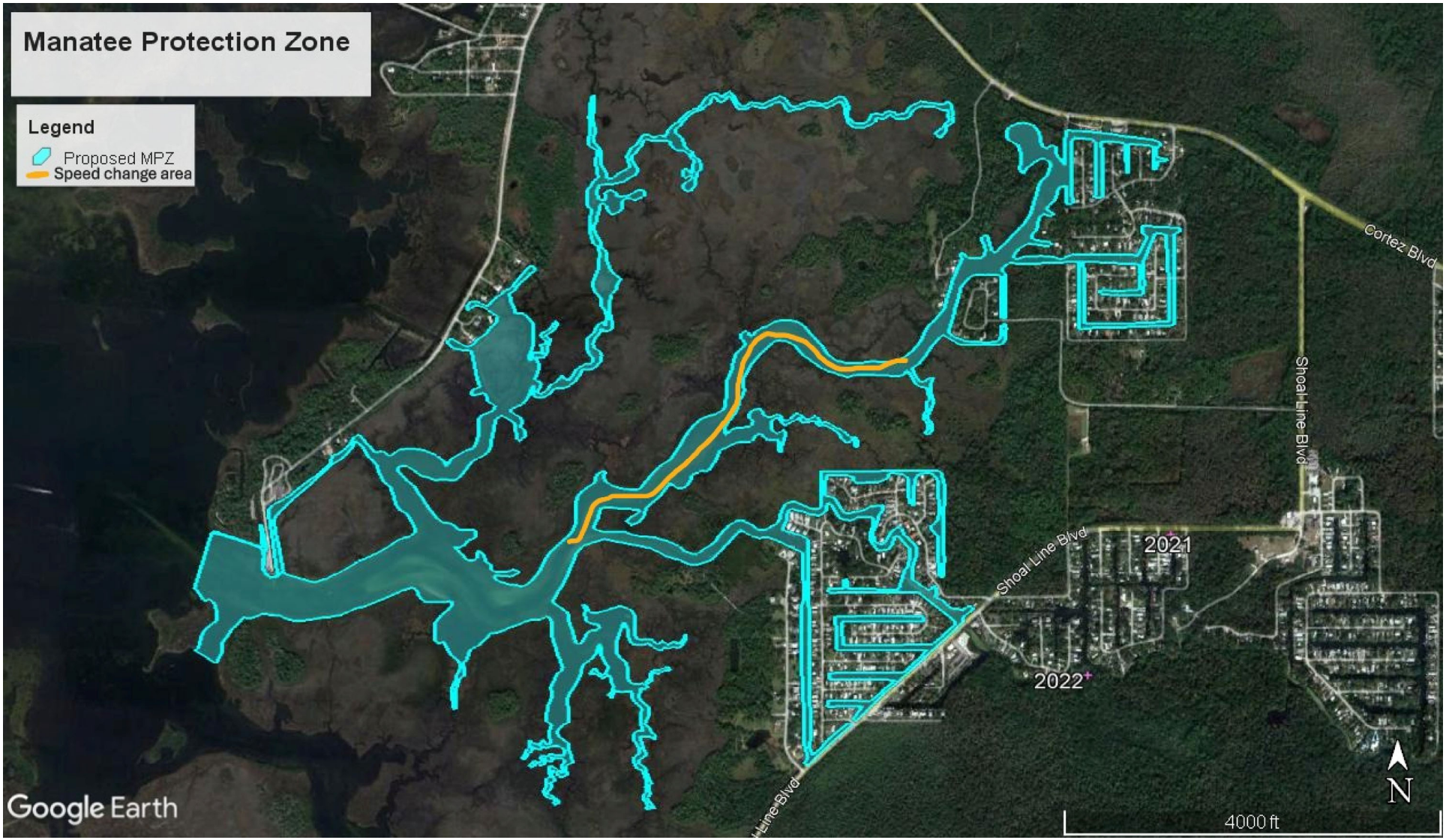
Manatee Protection Zone (MPZ) survey

Manatee protection zones are rules that are established by FWC to restrict the speed and operation of vessels where necessary to protect manatees from harmful collisions with vessels and from harassment. In areas that are especially important to manatees, the rules can prohibit or limit entry into an area as well as restrict what activities can be performed in the area. FWC is authorized to adopt these rules by the Manatee Sanctuary Act, 379.2431(2), Florida Statutes (FS).

1. Are you in favor of having a Manatee Protection Zone placed over the Mud River, Weeki Wachee Gardens, and associated tributaries? The area that would be reduced to ISNW is shown below.
    - Yes
    - No



2. Which of the following regulations would you be in favor of utilizing in the Manatee Protection Zone to regulate vessel speed and operation:
    - Slow speed, minimum wake all year (in existing Resume Normal Operation areas only; existing Idle Speed/No Wake zones would be unchanged).
    - Idle speed, no wake - all year
    - Idle speed, no wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
    - Slow speed, minimum wake all year (excluding existing Idle Speed/No Wake zones)
    - Slow speed, minimum wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
    - No change


Manatee Protection Zone
Legend
Proposed MPZ
Speed change area
Cortez Blvd
Shoal Line Blvd
Shoal Line Blvd
2021
2022
Google Earth
N
4000 ft

PARCEL_KEY	SITUS_ADDR	SITUS_HOUS	SITUS_PRED	SITUS_STRE	SITUS_STRT	SITUS_CITY	SITUS_ZIPS	OWNER_NAME	OWNER_NA_1	MAIL_ADDR1	MAIL_ADDR2
629939	0 CIRCLE DR	0		CIRCLE	DR	WEEKI WACHEE	34607	51 PROPERTIES LLC		2815 55TH AVE N	ST PETERSBURG FL 33714-1807
655990	0 RICHARD DR	0		RICHARD	DR	WEEKI WACHEE	34607	C&R PURCELL LLLP		339 ANCLOTE RD	TARPON SPRINGS FL 34689
684995	6817 E RICHARD DR	6817	E	RICHARD	DR	WEEKI WACHEE	34607	BERUBE PETER N, BERUBE GENEVIEVE M		4812 SCOTT RD	LUTZ FL 33558-4891
716149	6424 W RICHARD DR	6424	W	RICHARD	DR	WEEKI WACHEE	34607	BISAHA DAVID A, BISAHA DEBRA		6424 W RICHARD DR	WEEKI WACHEE FL 34607-1628
733585	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	CHARLES SHEILA H LIFE ESTATE		5322 FELKER DR	WEEKI WACHEE FL 34607-1339
749480	5610 RAMADA ST	5610		RAMADA	ST	WEEKI WACHEE	34607	DELAPORTAS VISSARIO, DELAPORTAS DURINDA		1208 ROLLINGWOOD DR	TARPON SPRINGS FL 34689-3886
749596	5285 PALISADE DR	5285		PALISADE	DR	WEEKI WACHEE	34607	ROUSH WALTER E III, ROUSH MARY KAY		5285 PALISADE DR	WEEKI WACHEE FL 34607-1414
819074	5312 CIRCLE DR	5312		CIRCLE	DR	WEEKI WACHEE	34607	51 PROPERTIES LLC		2815 55TH AVE N	ST PETERSBURG FL 33714-1807
827653	7216 SHOAL LINE BLVD	7216		SHOAL LINE	BLVD	WEEKI WACHEE	34607	OLESON KATHERINE, OLESON JAMES		4355 SPRING LAKE HWY	BROOKSVILLE FL 34601-8005
834501	6418 SEABREEZE AVE	6418		SEABREEZE	AVE	WEEKI WACHEE	34607	ROSTEL MARK E		9326 ELIDA RD	SPRING HILL FL 34608-4745
834547	6447 BASS RD	6447		BASS	RD	WEEKI WACHEE	34607	NEIBERGER PAUL, NEIBERGER ANNE		2384 MADRID AVE	SAFETY HARBOR FL 34695-2101
835751	0 SHOAL LINE BLVD	0		SHOAL LINE	BLVD	WEEKI WACHEE	34607	AET ADVENTURE LLC		100 HIGGINS RD STE 120	PARK RIDGE IL 60068-5755
849372	0 GETTYSBURG DR	0		GETTYSBURG	DR	WEEKI WACHEE	34607	WILSON DAVID W, WILSON SHARON K		3480 BLUEFISH DR	HERNANDO BEACH FL 34607
849381	7397 GETTYSBURG DR	7397		GETTYSBURG	DR	WEEKI WACHEE	34607	WALKER ANNA S		7397 GETTYSBURG DR	WEEKI WACHEE FL 34607-1722
849390	7401 GETTYSBURG DR	7401		GETTYSBURG	DR	WEEKI WACHEE	34607	FAY JACQUELINE S		7401 GETTYSBURG DR	WEEKI WACHEE FL 34607
849416	0 GETTYSBURG DR	0		GETTYSBURG	DR	WEEKI WACHEE	34607	CONE AMBER		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
849425	7413 GETTYSBURG DR	7413		GETTYSBURG	DR	WEEKI WACHEE	34607	HIXON ANTHONY LEE, HIXON DAWN L		6322 QUAIL RIDGE DR	TAMPA FL 33625-5647
849434	7419 GETTYSBURG DR	7419		GETTYSBURG	DR	WEEKI WACHEE	34607	LANIER PATRICIA A		7419 GETTYSBURG DR	WEEKI WACHEE FL 34607-1724
849443	7425 GETTYSBURG DR	7425		GETTYSBURG	DR	WEEKI WACHEE	34607	BOYLE MICHAEL K TTEE, BOYLE SUSAN L		7239 COVENTRY CT	WEEKI WACHEE FL 34607-1510
849452	7431 GETTYSBURG DR	7431		GETTYSBURG	DR	WEEKI WACHEE	34607	BLANCO SIMONA		1712 NW 1ST PL	CAPE CORAL FL 33993-5144
849461	0 GETTYSBURG DR	0		GETTYSBURG	DR	WEEKI WACHEE	34607	ANGELINI MICHAEL J		471 RIVERWOODS TRL	CHULUOTA FL 32766-9262
849470	7443 GETTYSBURG DR	7443		GETTYSBURG	DR	WEEKI WACHEE	34607	SWITZER CHRISTOPHER F, CULVER JUSTINE L		520 N WEST ST	WOODLAND PARK CO 80863-3023
849489	7388 GETTYSBURG DR	7388		GETTYSBURG	DR	WEEKI WACHEE	34607	NEWELL WILLIAM A, TIKALA CHERYL J		7388 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
849498	7380 GETTYSBURG DR	7380		GETTYSBURG	DR	WEEKI WACHEE	34607	PALOMBO DEVON, BOATWRIGHT TRACY		7380 GETTYSBURG DR	WEEKI WACHEE FL 34607
849504	7374 GETTYSBURG DR	7374		GETTYSBURG	DR	WEEKI WACHEE	34607	GANEA EDWIN S		7374 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
849513	7368 GETTYSBURG DR	7368		GETTYSBURG	DR	WEEKI WACHEE	34607	LAPOLE LARRY		7368 GETTYSBURG DR	WEEKI WACHEE FL 34607-1721
849522	7362 GETTYSBURG DR	7362		GETTYSBURG	DR	WEEKI WACHEE	34607	CONE AMBER		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
882343	0 TUNA LN	0		TUNA	LN	WEEKI WACHEE	34607	SMITH DAVID L		7091 WESTWIND ST	WEEKI WACHEE FL 34607-1447
882352	5276 TUNA LN	5276		TUNA	LN	WEEKI WACHEE	34607	MIMS THOMAS J, MIMS GLENDA R		18810 ARBOR DR	LUTZ FL 33548
882370	5260 TUNA LN	5260		TUNA	LN	WEEKI WACHEE	34607	RUPP DAVID J, DAVIS PATRICIA		5260 TUNA LN	WEEKI WACHEE FL 34607-1439
882398	5281 TUNA LN	5281		TUNA	LN	WEEKI WACHEE	34607	BARNES JAMES RUSSELL, LIFE ESTATE		5281 TUNA LN	WEEKI WACHEE FL 34607-1440
882405	5287 TUNA LN	5287		TUNA	LN	WEEKI WACHEE	34607	LAVERTEZZO HOLDINGS LLC		489 RIVERSIDE DR	TARPON SPRINGS FL 34689-2511
882414	0 TUNA LN	0		TUNA	LN	WEEKI WACHEE	34607	LINARES RONALD C		5293 TUNA LN	WEEKI WACHEE FL 34607-1440
882423	0 TUNA LN	0		TUNA	LN	WEEKI WACHEE	34607	JACOBY GORDON, JACOBY JEANETTE		131 BROOKSHIRE CT	KINGSLAND GA 31548-3808
882432	7217 TROPICAL DR	7217		TROPICAL	DR	WEEKI WACHEE	34607	EUBANKS HARRY LEE TTEE, C/O MONICA	SMITH, EUBANKS PAULA S TTEE, C/O MONICA	PO BOX 466	KING NC 27021-0466
882441	7213 TROPICAL DR	7213		TROPICAL	DR	WEEKI WACHEE	34607	WEEKI WACHEE RIVER RETREAT LLC		784 49TH AVE N	ST PETERSBURG FL 33703-3729
882450	7209 TROPICAL DR	7209		TROPICAL	DR	WEEKI WACHEE	34607	B & CS TROPICAL GETAWAY LLC		4940 SHORE ACRES BLVD NE	ST PETERSBURG FL 33703-4220
882469	7203 TROPICAL DR	7203		TROPICAL	DR	WEEKI WACHEE	34607	HARTLEY KAITLYN P, HARTLEY SHANE M,	HARTLEY JAMES D	4450 CALIFORNIA ST	BROOKSVILLE FL 34604-8021
899120	7089 PATTERSON DR	7089		PATTERSON	DR	WEEKI WACHEE	34607	HUBBS ARDEN P, HOLTZDAW KRISTA		10706 DONBRESE AVE	TAMPA FL 33615-3503
899166	5229 TUSCAWILLA DR	5229		TUSCAWILLA	DR	WEEKI WACHEE	34607	RUSSELL GARY S LIFE ESTATE		344 OAKRIDGE RD	ORMOND BEACH FL 32174-7905
899219	6342 SEBRING ST	6342		SEBRING	ST	WEEKI WACHEE	34607	HART MARCIA M		6342 SEBRING ST	WEEKI WACHEE FL 34607-1644
899335	0 COVENTRY CT	0		COVENTRY	CT	WEEKI WACHEE	34607	PELUSO TARA, PELUSO JOHN		14027 NE 14TH AVE	OKEECHOBEE FL 34972-8571
904846	0 BEAR TRL	0		BEAR	TRL	WEEKI WACHEE	34607	WEEKI WACHEE SHORES UNIT 3	PROPERTY OWNERS	3417 FERNLEAF DR	HERNANDO BEACH FL 34607-3410
940110	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
946150	0 SHOAL LINE BLVD	0		SHOAL LINE	BLVD	WEEKI WACHEE	34607	BREWER JENNIFER P		601 W MIRACLE STRIP PKWY	MARY ESTHER FL 32569-1839
950545	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	RESSEL NICHOLAS G, RESSEL VERONICA A		7102 PORPOISE ST	WEEKI WACHEE FL 34607-1417
950554	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HARFORD TERRY JO MILLER		220 NETTLES LN APT 103	PONTE VEDRA FL 32081-7418
950563	7114 PORPOISE ST	7114		PORPOISE	ST	WEEKI WACHEE	34607	DONOVAN JAMES H TTEE, DONOVAN LISA D	TTEE	7114 PORPOISE ST	WEEKI WACHEE FL 34607-1417
950572	7132 PORPOISE ST	7132		PORPOISE	ST	WEEKI WACHEE	34607	WALLEKER LINDA H ESTATE OF		7132 PORPOISE ST	WEEKI WACHEE FL 34607-1417
950581	7138 PORPOISE ST	7138		PORPOISE	ST	WEEKI WACHEE	34607	MYERSCOUGH NEIL R, MYERSCOUGH SUSAN C		7138 PORPOISE ST	WEEKI WACHEE FL 34607-1417
950590	7122 PORPOISE ST	7122		PORPOISE	ST	WEEKI WACHEE	34607	JAROS CHRISTOPHER R, JAROS BRIDGET E		4553 S MAJOR TER	INVERNESS FL 34452-7852
952160	0 BEAR TRL	0		BEAR	TRL	WEEKI WACHEE	34607	ALVAR REBECCA, THOMAS MICHAEL		318 E WILLOW ST	DULUTH MN 55811-2627
952179	6349 BEAR TRL	6349		BEAR	TRL	WEEKI WACHEE	34607	ALVAR REBECCA J, THOMAS MICHAEL A		312 N 9TH AVE W	DULUTH MN 55806-2257
952188	6333 BEAR TRL	6333		BEAR	TRL	WEEKI WACHEE	34607	KJENAAS PETER LIFE ESTATE, KJENAAS RITA	LIFE ESTATE	6333 BEAR TRAIL	WEEKI WACHEE FL 34607-1610
952632	0 WIMBERLY CT	0		WIMBERLY	CT	WEEKI WACHEE	34607	BRAWNER SHAWN M, LESINSKI MELINDA J		141 HEATHERPOINT DR	LAKELAND FL 33809-3938
953347	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	OAKLEYS MUD RIVER SUB	PROPERTY OWNERS, %SHEILA H CHARLES	5322 FELKER DR	WEEKI WACHEE FL 34607-1339
953463	6050 COLONY CIR	6050		COLONY	CIR	WEEKI WACHEE	34607	VAN BUSKIRK LISA		9077 WALNUT POINT RD	CANASTOTA NY 13032-4441
973806	4386 CORTEZ BLVD	4386		CORTEZ	BLVD	WEEKI WACHEE	34607	HIGH LOUIS W, HIGH HEATHER M		4386 CORTEZ BLVD	SPRING HILL FL 34607-1209
976849	0 ISLAND DR	0		ISLAND	DR	WEEKI WACHEE	34607	PERRINI JOSEPH CHARLES, PERRINI KERIANN		6240 ISLAND DR	WEEKI WACHEE FL 34607-1349
991788	6089 COFER RD	6089		COFER	RD	WEEKI WACHEE	34607	GRAVES TRAVIS, GRAVES ALEXANDRA		6089 COFER RD	WEEKI WACHEE FL 34607-1316
1007788	0 SHOAL LINE BLVD	0		SHOAL LINE	BLVD	WEEKI WACHEE	34607	AET ADVENTURE LLC		100 HIGGINS RD STE 120	PARK RIDGE IL 60068-5755
1007975	5310 FELKER DR	5310		FELKER	DR	WEEKI WACHEE	34607	BRAUN DENNIS G, BRAUN AMY L		5310 FELKER DR	WEEKI WACHEE FL 34607-1339
1007984	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	MATTHEWS RHONDA KAY		13285 SWEET HILL RD	POLK CITY FL 33868-7427
1007993	5290 FELKER DR	5290		FELKER	DR	WEEKI WACHEE	34607	MATTHEWS RHONDA KAY		13285 SWEET HILL RD	POLK CITY FL 33868-7427
1008000	5300 FELKER DR	5300		FELKER	DR	WEEKI WACHEE	34607	JOHNS LUCAS A		5300 FELKER DR	WEEKI WACHEE FL 34607-1339
1034507	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	GUTIERREZ ALBERT R JR TTEE		22282 BLUME ST	BROOKSVILLE FL 34601-5750
1036685	6270 ISLAND DR	6270		ISLAND	DR	WEEKI WACHEE	34607	PENT WILLIAM B III, PENT KATHLEEN R		5849 SEYMOUR AVE	THE VILLAGES FL 32163-5744
1047584	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	BENDICKSON DONALD R CO-TTEE, BENDICKSON	CHRISTIE E CO-TTEE	3619 5TH AVE NE	BRADENTON FL 34208-5081
1047824	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	BENDICKSON DONALD R CO-TTEE, BENDICKSON	CHRISTIE E CO-TTEE	3619 5TH AVE NE	BRADENTON FL 34208-5081
1047520	7106 PORPOISE ST	7106		PORPOISE	ST	WEEKI WACHEE	34607	OWENS CHRISTOPHER S		2560 THORNHILL RD	AUBURNDALE FL 33823-4719
1047539	7102 PORPOISE ST	7102		PORPOISE	ST	WEEKI WACHEE	34607	RESSEL NICHOLAS G, RESSEL VERONICA A		7102 PORPOISE ST	WEEKI WACHEE FL 34607-1417
1047548	7098 PORPOISE ST	7098		PORPOISE	ST	WEEKI WACHEE	34607	IRWIN MATTHEW J, IRWIN JESSICA R		3317 EVERGREEN LN	EAU CLAIRE WI 54701-5912
1047575	7090 PORPOISE ST	7090		PORPOISE	ST	WEEKI WACHEE	34607	MALLETT WALTER J JR LIFE ESTATE, MALLETT	PATRICIA A LIFE ESTATE	7090 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047593	7082 PORPOISE ST	7082		PORPOISE	ST	WEEKI WACHEE	34607	BRANDON DENNIS J TTEE, BRANDON SUSAN L	TTEE	7082 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047600	7078 PORPOISE ST	7078		PORPOISE	ST	WEEKI WACHEE	34607	SMITH BRENDA J TTEE		7078 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047628	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047637	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047646	7062 PORPOISE ST	7062		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047655	7058 PORPOISE ST	7058		PORPOISE	ST	WEEKI WACHEE	34607	THOMSON MARION, LAWSON JERRY, LAWSON	GLORIA	7058 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047664	7054 PORPOISE ST	7054		PORPOISE	ST	WEEKI WACHEE	34607	FEILINGER STEPHEN, FEILINGER MARCEL		334 LAGOON DR	PALM HARBOR FL 34683-5411
1047673	7050 PORPOISE ST	7050		PORPOISE	ST	WEEKI WACHEE	34607	PESAVENTO JAMES A		1017 VENUS DR	COLORADO SPRINGS CO 80905-7751
1047682	7046 PORPOISE ST	7046		PORPOISE	ST	WEEKI WACHEE	34607	RODRIGUEZ ERNEST J JR TRUSTEE		7046 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047735	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047744	7055 PORPOISE ST	7055		PORPOISE	ST	WEEKI WACHEE	34607	RODRIGUEZ LOURDES V		7046 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047753	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	RODRIGUEZ ERNEST J JR		7046 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047762	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047771	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	HAUESLER LAWRENCE A TTEE		2525 WEYMOUTH DR	CLEARWATER FL 33764-3525
1047780	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	RODRIGUEZ ERNEST JACK JR		7046 PORPOISE ST	WEEKI WACHEE FL 34607-1415

1047799	0	PORPOISE	ST	WEEKI WACHEE	34607	RODRIGUEZ ERNEST JACK JR		7046 PORPOISE ST	WEEKI WACHEE FL 34607-1415
1047815	7083	PORPOISE	ST	WEEKI WACHEE	34607	HARSHBARGER JEFFREY, HARSHBARGER NANCY		7083 PORPOISE ST	WEEKI WACHEE FL 34607-1416
1047833	0	PORPOISE	ST	WEEKI WACHEE	34607	CASAVANT MATTHEW S CO-TTEE,	PRESTON-CASAVANT SHAWN N CO-TTEE	16410 LAKESHORE DR	MINNEOLA FL 34715-9464
1047842	0	PORPOISE	ST	WEEKI WACHEE	34607	CASAVANT MATTHEW S CO-TTEE,	PRESTON-CASAVANT SHAWN N CO-TTEE	16410 LAKESHORE DR	MINNEOLA FL 34715-9464
1047851	0	PORPOISE	ST	WEEKI WACHEE	34607	CASAVANT MATTHEW S FAMILY TRUST		16410 LAKESHORE DR	MINNEOLA FL 34715-9464
1047879	7107	PORPOISE	ST	WEEKI WACHEE	34607	CASAVANT MATTHEW S CO-TTEE,	PRESTON-CASAVANT SHAWN N CO-TTEE	7107 PORPOISE ST	WEEKI WACHEE FL 34607-1418
1056724	6799 E	RICHARD	DR	WEEKI WACHEE	34607	RED ELEPHANT INN LLC		5704 PURITAN RD	TAMPA FL 33617-7723
1100169	6347	THEODAN	ST	WEEKI WACHEE	34607	GAGLIANO JOSEPH M, GAGLIANO LAURIE S		7040 CALIFORNIA ST	BROOKSVILLE FL 34604-8406
1104469	5287	PALISADE	DR	WEEKI WACHEE	34607	WASTED TIME LLC		10700 DOC BRITTLE ST	NEW PORT RICHEY FL 34655-2176
1104487	5343	HUSHPUPPY	LN	WEEKI WACHEE	34607	HUSSEY WILLIAM, HUSSEY GHADA		4854 SHERBROOK DR	OLDSMAR FL 34677-5223
1174142	7111	PORPOISE	ST	WEEKI WACHEE	34607	GUTIERREZ ALBERT R JR TTEE		22282 BLUME ST	BROOKSVILLE FL 34601-5750
1174151	0	PORPOISE	ST	WEEKI WACHEE	34607	GUTIERREZ ALBERT R JR TTEE		22282 BLUME ST	BROOKSVILLE FL 34601-5750
1174179	0	PORPOISE	ST	WEEKI WACHEE	34607	MCINTYRE SHERRY L TTEE		PO BOX 1217	BOONE NC 28607-1217
1186344	6068	PALM CREEK	DR	WEEKI WACHEE	34607	BESSENGER INMAN REID		6068 PALM CREEK DR	WEEKI WACHEE FL 34607-1352
1190730	6677 W	RICHARD	DR	WEEKI WACHEE	34607	OFFENBERG MICHAEL, OFFENBERG VIOLETTA		6677 W RICHARD DR	WEEKI WACHEE FL 34607-1635
1205270	0	PORPOISE	ST	WEEKI WACHEE	34607	GUTIERREZ ALBERT R JR TTEE		22282 BLUME ST	BROOKSVILLE FL 34601-5750
1210727	5223	TUSCAWILLA	DR	WEEKI WACHEE	34607	STRICKLAND DALE L TTEE, STRICKLAND	MARSHA P TTEE	116 ARIETTA SHORES DR	AUBURNDALE FL 33823-9551
1287565	7256	WESTWIND	ST	WEEKI WACHEE	34607	HATFIELD DEBORAH L		22536 TAMPA AVE	PORT CHARLOTTE FL 33952-4749
1303896	5278	PALISADE	DR	WEEKI WACHEE	34607	NICKOLAS SCOTT, SCARBORO WHITNEY		14301 60TH ST N	CLEARWATER FL 33760-2708
1321304	6249	SEBRING	ST	WEEKI WACHEE	34607	STOTSKY KAREN A		6249 SEBRING ST	WEEKI WACHEE FL 34607-1643
1341989	0	FELKER	DR	WEEKI WACHEE	34607	OAKLEYS MUD RIVER SUB	PROPERTY OWNERS, c/oSHEILA H CHARLES	5322 FELKER DR	WEEKI WACHEE FL 34607-1339
1351307	7170	WESTWIND	ST	WEEKI WACHEE	34607	JOHNSON MARK R, JOHNSON BARBARA L		10207 WATERS EDGE CT	WEEKI WACHEE FL 34613
1352084	5234	FOXHALL	CT	WEEKI WACHEE	34607	TRANK JEFF HAL CO-TTEE, TRANK CHERYL ANN	CO-TTEE	33980 COUNTY ROAD 43A	STEAMBOAT SPRINGS CO 80487-9783
1352850	5602	RAMADA	ST	WEEKI WACHEE	34607	SCHWALLER LANNY R II TTEE, SCHWALLER	BEVERLY M	8508 DEE CIR	RIVERVIEW FL 33569-4712
1353378	0	CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1353403	0	COFER	RD	WEEKI WACHEE	34607	STRONGPOINT PROPERTIES LLC		18041 OWEN DR	HUDSON FL 34667-6660
1353412	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (W W PARK SITE)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
1353494	8353	DRIFTWOOD	DR	WEEKI WACHEE	34607	FOSTER GEORGE TTEE		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
1353500	0	CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1410930	0	CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1411332	0	CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1425354	0	DRIFTWOOD	DR	WEEKI WACHEE	34607	MT DRIFTWOOD LLC		4709 OHIO AVE	TAMPA FL 33616-1052
1427030	0	CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1435940	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
1453000	5327	CIRCLE	DR	WEEKI WACHEE	34607	SPINNEWEBER ROBERT A, RAABE NANCY A		1403 PAGEDALE DR	CEDAR PARK TX 78613-5838
1454401	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	OLESON JEFFEREY M, OLESON KATHERINE	LOUISE	5001 SPRING LAKE HWY	BROOKSVILLE FL 34601-8007
1493976	0	PORPOISE	ST	WEEKI WACHEE	34607	GUTIERREZ ALBERT JR TTEE		22282 BLUME ST	BROOKSVILLE FL 34601-5750
1497375	0	AVENUE OF THE PALMS		WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497384	0	PALM CREEK	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497393	0	PALM CREEK	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497400	0	COLONY	CIR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497428	0	COLONY	CIR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497437	0	COLONY	CIR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497446	0	ISLAND	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497455	0	ISLAND	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497464	0	ISLAND	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497473	0	PRESQUE ISLE	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497482	0	WIMBERLY	CT	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497491	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497507	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497516	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497525	0	TROPICAL	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497534	0	DARLENE	ST	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497543	0	TROPICAL	PT	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497561	0	PALISADE	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497570	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497589	0	CIRCLE	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497598	0	CIRCLE	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497605	0	PATTERSON	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497614	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497623	0	DARLENE	ST	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497632	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497641	0	WAVERLY	RD	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497650	0	WAVERLY	RD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497678	0	BEAR	TRL	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497687	0 E	RICHARD	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497696	0 W	RICHARD	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497703	0	WESTSIDE	AVE	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497712	0	BASS	RD	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497730	0	RICHARD	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497749	0	RICHARD	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANALS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1497758	0	GETTYSBURG	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1498720	0	FELKER	DR	WEEKI WACHEE	34607	OAKLEYS MUD RIVER SUBDIVISION	HOMEOWNERS ASSOC INC	5322 FELKER DR	WEEKI WACHEE FL 34607-1339
1522178	5359	TUSCAWILLA	DR	WEEKI WACHEE	34607	SHEPHERD GARY D, SHEPHERD TONYA		1021 PARKVIEW LN	LARGO FL 33770-4459
1536216	8169	ANCHOR POINT	DR	WEEKI WACHEE	34607	ALLEN GARY		PO BOX 2475	DUNNELLON FL 34430-2475
1572676	0	WIMBERLY	CT	WEEKI WACHEE	34607	MOTLEY WILLIAM K, MOTLEY CAMILLE M		1140 IDLEWILD DR S	DUNEDIN FL 34698-3107
1584226	0	COFER	RD	WEEKI WACHEE	34607	WILLIAMS WAYNE D		6007 COLONY CIR	WEEKI WACHEE FL 34607-1326
1584235	0	COFER	RD	WEEKI WACHEE	34607	WILLIAMS WAYNE D		6007 COLONY CIR	WEEKI WACHEE FL 34607-1326
1584244	0	COFER	RD	WEEKI WACHEE	34607	WILLIAMS WAYNE D		6007 COLONY CIR	WEEKI WACHEE FL 34607-1326
1585797	6386	RICHARD	DR	WEEKI WACHEE	34607	HOSFORD BROOKE		584 KEN HUBBARD RD	TERRA CEIA FL 34250
1627537	7245	WIMBERLY	CT	WEEKI WACHEE	34607	HAVENS KELLY, HAVENS COLLEEN		4952 YELLOWSTONE DR	NEW PORT RICHEY FL 34655-4380
1629429	6193	COLONY	CIR	WEEKI WACHEE	34607	COLE BRUCE H		19598 HILL DR	MORRISON CO 80465-2412
1639533	0	PORPOISE	ST	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
1639542	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (CANAL)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
1639677	0	CORTEZ	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROAD)		20 N MAIN ST BSMT 460	BROOKSVILLE FL 34601-2800
1639793	0	SHOAL LINE	BLVD	SPRING HILL	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1643920	0	PALM CREEK	DR	WEEKI WACHEE	34607	PALM GROVE COLONY HOMEOWNERS ASSOC		6279 COLONY CIR	WEEKI WACHEE FL 34607-1331
1678125	4404	CORTEZ	BLVD	WEEKI WACHEE	34607	ESSMAN JUSTUS P, COLLINS CHRISTA		4404 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
1678143	7193	ALGONQUIN	ST	WEEKI WACHEE	34607	NEWBEGIN LEE T, NEWBEGIN BETTY		7193 ALGONQUIN ST	WEEKI WACHEE FL 34607-1504

1679883	6010	WAVERLY	RD	WEEKI WACHEE	34607	MADILL MELVIN T		6012 WAVERLY RD	WEEKI WACHEE FL 34607-1547
1698755	6650 W	RICHARD	DR	WEEKI WACHEE	34607	BOTHE CHARLES		2303 E STATE ROAD 60	VALRICO FL 33594-3706
1699718	0	COLONY	CIR	WEEKI WACHEE	34607	MASSERIO LARAINE E, MASSERIO LISA		5883 COLONY CIR	WEEKI WACHEE FL 34607-5800
1706782	0	FELKER	DR	WEEKI WACHEE	34607	TO BE DETERMINED		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
1706808	0	FELKER	DR	WEEKI WACHEE	34607	HERNANDO COUNTY, (ROADS)		20 N MAIN ST RM 263	BROOKSVILLE FL 34601-2817
1723371	0	FELKER	DR	WEEKI WACHEE	34607	ALTMAN HOWARD A JR, ALTMAN LAURA O		PO BOX 1254	SAN ANTONIO FL 33576-1254
1723503	8076	MARYS FISH CAMP	RD	WEEKI WACHEE	34607	WILLIAMS TRUE NORTH INVESTMENTS LLC,	WILLIAMS JAMES	14621 BELLAMY BROTHERS BLVD	DADE CITY FL 33525-7615
1745570	6809 E	RICHARD	DR	WEEKI WACHEE	34607	COMBS GORDON, COMBS COLLEEN		6809 E RICHARD DR	WEEKI WACHEE FL 34607-1640
1772781	0	PALM CREEK	DR	WEEKI WACHEE	34607	BARRON JOHN R		8110 MARYS FISH CAMP RD	WEEKI WACHEE FL 34607-1236
1775993	7251	COVENTRY	CT	WEEKI WACHEE	34607	BARREIRO LISETTE		6829 ONYX DR N	SAINT PETERSBURG FL 33702-6555
1781833	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	STATE OF FLORIDA		620 S MERIDIAN ST	TALLAHASSEE FL 32399
1844393	0	CIRCLE	DR	WEEKI WACHEE	34607	WEEKI WACHEE SUGAR SHACK LLC		1498 42ND AVE N	ST PETERSBURG FL 33703-4434
88363	7444	WESTSIDE	AVE	WEEKI WACHEE	34607	TEAL CHRISTOPHER, TEAL MELISSA		209 MOUNTAIN RD	DILLSBURG PA 17019-1514
88372	6419	SEABREEZE	AVE	WEEKI WACHEE	34607	WILLIAMS ROY G, WILLIAMS DIANA M		6419 SEABREEZE AVE	WEEKI WACHEE FL 34607
88390	6431	SEABREEZE	AVE	WEEKI WACHEE	34607	RIED PATRICK S		5484 DARLENE ST	WEEKI WACHEE FL 34607-1514
88407	6439	SEABREEZE	AVE	WEEKI WACHEE	34607	DONAHUE JOYCE R		6439 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
88416	6445	SEABREEZE	AVE	WEEKI WACHEE	34607	LAWRENCE SHAWN SUZANNE		6445 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
88425	6451	SEABREEZE	AVE	WEEKI WACHEE	34607	CARNES BOBBY RAY TTEE		6451 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
88434	6457	SEABREEZE	AVE	WEEKI WACHEE	34607	WINGARD DOYLE E JR		6457 SEABREEZE AVE	WEEKI WACHEE FL 34607-1726
88443	6463	SEABREEZE	AVE	WEEKI WACHEE	34607	MARTINEZ LAW TRUSTEE SERVICES LLC TTEE		18115 N US HIGHWAY 41 STE 600	LUTZ FL 33549-6473
88452	6452	SEABREEZE	AVE	WEEKI WACHEE	34607	BOGUSLAWSKI WILLIAM A		6452 SEABREEZE AVE	WEEKI WACHEE FL 34607
88461	6448	SEABREEZE	AVE	WEEKI WACHEE	34607	FOX DONNA R		6448 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
88470	6444	SEABREEZE	AVE	WEEKI WACHEE	34607	GEE GERALD E SR TTEE, GEE LINDA C TTEE		6444 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
88489	6438	SEABREEZE	AVE	WEEKI WACHEE	34607	ZEITLER RANA		6438 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
88498	6432	SEABREEZE	AVE	WEEKI WACHEE	34607	URIVE PATRICIA CAMPBELL		6432 SEABREEZE AVE	WEEKI WACHEE FL 34607
88513	6424	SEABREEZE	AVE	WEEKI WACHEE	34607	PARMENTIER PATRICK, PARMENTIER AIMEE		6664 3RD AVE N	ST PETERSBURG FL 33710-7602
88522	7416	WESTSIDE	AVE	WEEKI WACHEE	34607	DIVIRGILLIO RITA		7416 WESTSIDE AVE	WEEKI WACHEE FL 34607-1735
88531	6421	THERESA	AVE	WEEKI WACHEE	34607	AITKEN NEAL A		6421 THERESA AVE	WEEKI WACHEE FL 34607-1732
88540	6429	THERESA	AVE	WEEKI WACHEE	34607	GATOR MANAGEMENT GROUP LLC		645 LOFSTRAND LN STE G	ROCKVILLE MD 20850-1355
88559	6433	THERESA	AVE	WEEKI WACHEE	34607	BUCHI JOSEPH, BUCHI OLGA		7277 CRYSTAL SPRING RUN	WEEKI WACHEE FL 34607-4033
88568	6447	THERESA	AVE	WEEKI WACHEE	34607	CETERA ANTHONY M, CETERA THERESA A		140 CYPRESS RD	DUMONT NJ 07628-1033
88577	6465	THERESA	AVE	WEEKI WACHEE	34607	HALLWAS EVAN		6465 THERESA AVE	WEEKI WACHEE FL 34607-1732
88586	6467	THERESA	AVE	WEEKI WACHEE	34607	VICTOR JACQUELINE TTEE		5117 N BRANCH AVE	TAMPA FL 33603-2101
88595	6470	THERESA	AVE	WEEKI WACHEE	34607	SEVERSON ROBERT H TTEE		PO BOX 5774	SPRING HILL FL 34611-5774
88611	0	THERESA	AVE	WEEKI WACHEE	34607	AGIN JAMES C TTEE, AGIN JOHNNA L TTEE		360 NE 63RD ST	OCALA FL 34479-5606
88620	0	THERESA	AVE	WEEKI WACHEE	34607	MCBRIDE TASHA C		1135 FAIRWAY DR	DUNEDIN FL 34698-2108
88639	6434	THERESA	AVE	WEEKI WACHEE	34607	BUSH GLENN H		6434 THERESA AVE	WEEKI WACHEE FL 34607-1731
88648	6428	THERESA	AVE	WEEKI WACHEE	34607	SMITH CLARENCE P, SMITH KATHY E		6428 THERESA AVE	WEEKI WACHEE FL 34607-1704
88657	6422	THERESA	AVE	WEEKI WACHEE	34607	6422 THERESA LLC		PO BOX 1753	PALM HARBOR FL 34682-1753
88666	0	THERESA	AVE	WEEKI WACHEE	34607	MORMAN WYNDEL B, MORMAN KIMBERLY A		2912 W BALLAST POINT BLVD	TAMPA FL 33611-4006
88675	0	THERESA	AVE	WEEKI WACHEE	34607	BOWER SONJA		1457 NEWHOPE RD	SPRING HILL FL 34606-4128
88684	6423	BASS	RD	WEEKI WACHEE	34607	SOLA AGUSTINE		6423 BASS RD	SPRING HILL FL 34607-1704
88693	6431	BASS	RD	WEEKI WACHEE	34607	WEICK JOSEPH, WEICK FATIMA G		1111 NE 24TH CT	POMPANO BEACH FL 33064-6456
88719	6439	BASS	RD	WEEKI WACHEE	34607	TAPIA ROLAND, TAPIA PATRICIA, DECICCO	NORMAN J JR	1304 STALLINGS AVE	SPRING HILL FL 34609-5554
88746	6451	BASS	RD	WEEKI WACHEE	34607	LA MONICA PHILIP		3211 LUGUSTRUM DR	HERNANDO BEACH FL 34607-3512
88764	6461	BASS	RD	WEEKI WACHEE	34607	BIBEAU RICHARD, BIBEAU DERRICK, BIBEAU	JAMIE L	6461 BASS RD	WEEKI WACHEE FL 34607-1704
88773	6485	BASS	RD	WEEKI WACHEE	34607	SINGLETON MARY TTEE		2653 BRUCE B DOWNS BLVD #108-195	WESLEY CHAPEL FL 33544-9206
88782	6487	BASS	RD	WEEKI WACHEE	34607	GIONFRIDDO ELIZABETH M, COLE BYRON B		6487 BASS RD	WEEKI WACHEE FL 34607-1704
88791	6489	BASS	RD	WEEKI WACHEE	34607	MONTGOMERY JERRY D, MONTGOMERY PATRICIA		6489 BASS RD	WEEKI WACHEE FL 34607-1704
88808	6495	BASS	RD	WEEKI WACHEE	34607	BAKER YVONNE D, BAKER JEFFERY S		6495 BASS RD	WEEKI WACHEE FL 34607-1704
89102	6332	BEAR	TRL	WEEKI WACHEE	34607	STONE SHEILA H		6332 BEAR TRL	WEEKI WACHEE FL 34607-1609
89111	6336	BEAR	TRL	WEEKI WACHEE	34607	BROOKS PHILLIP S TTEE		PO BOX 1831	CRYSTAL RIVER FL 34423-1831
89120	6340	BEAR	TRL	WEEKI WACHEE	34607	TAUP STEVEN L		6340 BEAR TRL	WEEKI WACHEE FL 34607-1609
89139	6348	BEAR	TRL	WEEKI WACHEE	34607	TONASCIA DAVID TTEE, TONASCIA MARI TTEE		PO BOX 1177	ARROYO GRANDE CA 93421-1177
89157	6352	BEAR	TRL	WEEKI WACHEE	34607	ROBINSON KATHRIN		PO BOX 902	ZEPHYRHILLS FL 33539-0902
89273	7267	ARBORDALE	DR	WEEKI WACHEE	34607	HAZELTON ROBERT CO-TTEE, HAZELTON	TABITHA CO-TTEE	7267 ARBORDALE DR	WEEKI WACHEE FL 34607-1602
89282	7261	ARBORDALE	DR	WEEKI WACHEE	34607	RYP HOLDINGS LLC		12032 ROYAL DR	BROOKSVILLE FL 34601-1633
89308	7257	ARBORDALE	DR	WEEKI WACHEE	34607	CRAO ENTERPRISES LLC		13115 TILLER DR	HUDSON FL 34667-1764
89317	7255	ARBORDALE	DR	WEEKI WACHEE	34607	WINTERLING JUSTUS PARTNERS LLC		5704 PURITAN RD	TAMPA FL 33617-7723
89326	7247	ARBORDALE	DR	WEEKI WACHEE	34607	BAUER ROSS TTEE		1731 W WATROUS AVE APT 102	TAMPA FL 33606-3008
89335	7254	ARBORDALE	DR	WEEKI WACHEE	34607	A & B OPPORTUNITIES INC		1127 E TWIGGS ST	TAMPA FL 33602-3135
89344	7260	ARBORDALE	DR	WEEKI WACHEE	34607	A & B OPPORTUNITIES INC		1127 E TWIGGS ST	TAMPA FL 33602-3135
89353	0	ARBORDALE	DR	WEEKI WACHEE	34607	HAJAREE SHEEHAN		7264 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
89362	7270	ARBORDALE	DR	WEEKI WACHEE	34607	LENHARD KAREN M TTEE		7270 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
89371	7272	ARBORDALE	DR	WEEKI WACHEE	34607	GIVENS JONATHAN D		7272 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
89380	7288	ARBORDALE	DR	WEEKI WACHEE	34607	RETTLER DIANE		7288 ARBORDALE DR	WEEKI WACHEE FL 34607-1601
89399	7292	ARBORDALE	DR	WEEKI WACHEE	34607	CONE AMBER L TTEE		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
89406	7300	ARBORDALE	DR	WEEKI WACHEE	34607	KREISMER MICHAEL F, KREISMER HEATHER A		7300 ARBORDALE DR	WEEKI WACHEE FL 34607-1603
89415	7306	ARBORDALE	DR	WEEKI WACHEE	34607	DODD SHOFF BARBARA LIFE ESTATE		7306 ARBORDALE DR	WEEKI WACHEE FL 34607-1603
89424	6284	RICHARD	DR	WEEKI WACHEE	34607	ANGELINI MICHAEL J		471 RIVERWOODS TRL	CHULUOTA FL 32766-9262
89433	6300	RICHARD	DR	WEEKI WACHEE	34607	ELLIS JULIE A TTEE, ELLIS JEFFREY TTEE		PO BOX 453	MCKINNEY TX 75070-8138
89442	6326	RICHARD	DR	WEEKI WACHEE	34607	RABELO SASHA, GOLDBLATT ASHLEY P, PARISI	CAMILLE	2371 ISRAELI DR APT 29	CLEARWATER FL 33763-3015
89451	6336	RICHARD	DR	WEEKI WACHEE	34607	TRIPLETT LACEY LYN, TRIPLETT CHRISTOPHER	JAY	3906 COURT ST	ZEPHYRHILLS FL 33541-4114
89460	6346	RICHARD	DR	WEEKI WACHEE	34607	NANCE CHRISTOPHER, GRIESHOP TRESSA		6346 RICHARD DR	WEEKI WACHEE FL 34607-1626
89479	6354	RICHARD	DR	WEEKI WACHEE	34607	NADEAU ALEXANDER, HARLESS HAROLD A	ESTATE OF	6354 RICHARD DR	WEEKI WACHEE FL 34607-1626
89488	0	RICHARD	DR	WEEKI WACHEE	34607	ADAMSON GAYLE M		6362 RICHARD DR	WEEKI WACHEE FL 34607
89497	6362	RICHARD	DR	WEEKI WACHEE	34607	ADAMSON GAYLE		6362 RICHARD DR	SPRING HILL FL 34607-1626
89503	6366	RICHARD	DR	WEEKI WACHEE	34607	HARRELL JERRY E TTEE	C/O MATTTHEW G HARRELL, HARRELL NORMA M	6002 PRINTERY ST UNIT 105	TAMPA FL 33616-1409
89512	6372	RICHARD	DR	WEEKI WACHEE	34607	GOODSON MICHAEL, GOODSON JANET L		PO BOX 271	BALM FL 33503-0271
89521	6380	RICHARD	DR	WEEKI WACHEE	34607	WALKER LUKE D, WALKER ROBERT, WALKER	DALETTA	22164 SNOW HILL RD	BROOKSVILLE FL 34601-4141
89530	0	RICHARD	DR	WEEKI WACHEE	34607	LORETTA JOSEPH P, KLINE BRENNA R		1887 GREEN HERON CT	JACKSONVILLE FL 32250-2538
89549	6400	RICHARD	DR	WEEKI WACHEE	34607	BODWELL RICHARD, BODWELL KAREN		4941 MISTY PINES TRL	LAKE WORTH FL 33463-3506
89558	0	RICHARD	DR	WEEKI WACHEE	34607	BODWELL RICHARD, BODWELL KAREN		4941 MISTY PINES TRL	GREENACRES FL 33463-3506
89567	6412 W	RICHARD	DR	WEEKI WACHEE	34607	MILLER LYNDA		6412 W RICHARD DR	WEEKI WACHEE FL 34607-1628
89576	6420 W	RICHARD	DR	WEEKI WACHEE	34607	JENIRACION LLC		515 ROUND HILL RD	INDIANAPOLIS IN 46260-2913
89594	6440 W	RICHARD	DR	WEEKI WACHEE	34607	KASSABAUM THOMAS H, KASSABAUM MARY J		6440 W RICHARD DR	WEEKI WACHEE FL 34607-1628
89601	6448 W	RICHARD	DR	WEEKI WACHEE	34607	ERDOSY JAMES M, ERDOSY EILEEN E		6448 W RICHARD DR	WEEKI WACHEE FL 34607-1628
89610	6450 W	RICHARD	DR	WEEKI WACHEE	34607	GANSEREIT FREDERICK G, GANSEREIT IDA		6450 W RICHARD DR	WEEKI WACHEE FL 34607-1628
89629	6466 W	RICHARD	DR	WEEKI WACHEE	34607	ROTTMANN ANKE, MORGENBESSER GERHARD J		LYCKER GANG 15	26388 WILHELMSHAVEN

89638	6470 W	RICHARD	DR	WEEKI WACHEE	34607	LIZEWSKI SANDRA L, LIZEWSKI JOSEPH A		6470 W RICHARD DR	WEEKI WACHEE FL	34607-1628
89647	6474 W	RICHARD	DR	WEEKI WACHEE	34607	RUSSELL GLEN R, RUSSELL SARAH A		6474 W RICHARD DR	WEEKI WACHEE FL	34607-1628
89656	6480 W	RICHARD	DR	WEEKI WACHEE	34607	RYCZEK VINCENT F		PO BOX 1634	MOUNT PLEASANT TX	75456-1634
89692	6004	CORTEZ	BLVD	WEEKI WACHEE	34607	520 SW 15 STREET LLC		1400 NW 46TH ST	FORT LAUDERDALE FL	33309-3766
89861	0	ANCHOR POINT	DR	WEEKI WACHEE	34607	WESTFALL EZEKIEL		2970 GLENPARK RD	PALM HARBOR FL	34683-2030
89870	0	ANCHOR POINT	DR	WEEKI WACHEE	34607	FRITZ MICHAEL		4540 49TH TER N	SAINT PETERSBURG FL	33714-2846
89889	0	BEACON POINT	DR	WEEKI WACHEE	34607	MERRILL BERL J, MERRILL PAMELA S		6042 AVENUE OF THE PALMS	WEEKI WACHEE FL	34607-1308
89898	6122	BEACON POINT	DR	WEEKI WACHEE	34607	MAKAR MICHAEL T TTEE, MAKAR JACQUELINE D	TTEE	6122 BEACON POINT DR	WEEKI WACHEE FL	34607-1313
89914	0	BEACON POINT	DR	WEEKI WACHEE	34607	OLLER KEITH B, ALFONSO DEREK		8008 SEQUESTER LOOP	LAND O LAKES FL	34637-7590
89987	6141	BEACON POINT	DR	WEEKI WACHEE	34607	MAKI PATRICIA A		3447 COVENTRY DR	WATERFORD MI	48329-3221
89996	6139	BEACON POINT	DR	WEEKI WACHEE	34607	KESSENICH THOMAS G, KESSENICH CATHY R		PO BOX 773	SAFETY HARBOR FL	34695-0773
90001	6129	BEACON POINT	DR	WEEKI WACHEE	34607	COCHRAN CHARLOTTE, COCHRAN KEVIN D		26323 WHIRLAWAY TER	ZEPHYRHILLS FL	33544-1549
90010	6125	BEACON POINT	DR	WEEKI WACHEE	34607	GEIGER TAMMY, SWAN SHERRY, HIGGINBOTHAM	BRIAN	36402 EUNICE DR	ZEPHYRHILLS FL	33541-0747
90056	8142	RIVER POINT	DR	WEEKI WACHEE	34607	FOX CORA		6252 COMMERCIAL WAY PMB 1043	WEEKI WACHEE FL	34613-6329
90065	8150	RIVER POINT	DR	WEEKI WACHEE	34607	JENIRACION LLC		515 ROUND HILL RD	INDIANAPOLIS IN	46260-2913
90074	8158	RIVER POINT	DR	WEEKI WACHEE	34607	FISH GEORGE W III, FISH EMILY A		8158 RIVER POINT DR	WEEKI WACHEE FL	34607-1357
90136	8157	RIVER POINT	DR	WEEKI WACHEE	34607	FLETCHER WILLIAM D JR TTEE		16340 IOLA WOODS TRL	DADE CITY FL	33523-7476
90145	0	RIVER POINT	DR	WEEKI WACHEE	34607	FLETCHER WILLIAM D JR TTEE, FLETCHER IVY	A TTEE	16340 IOLA WOODS TRL	DADE CITY FL	33523-7476
90154	0	RIVER POINT	DR	WEEKI WACHEE	34607	STEWART JAMES B, STEWART HEATHER A		7106 7TH AVE NW	BRADENTON FL	34209-1533
90528	6069	PALM CREEK	DR	WEEKI WACHEE	34607	SHAHEEN CHRISTOPHER D		6069 PALM CREEK DR	WEEKI WACHEE FL	34607-1353
90537	6063	PALM CREEK	DR	WEEKI WACHEE	34607	NIKOLICH ALEXANDER S, ALLEN HOLSTEN	KAREN L	6063 PALM CREEK DR	WEEKI WACHEE FL	34607-1353
90546	6053	PALM CREEK	DR	WEEKI WACHEE	34607	ALLEN HOLSTEN KAREN L		6053 PALM CREEK DR	WEEKI WACHEE FL	34607-1353
90555	6017	PALM CREEK	DR	WEEKI WACHEE	34607	HOWARD JEANETTE		6014 S SHERIDAN RD	TAMPA FL	33611-4605
90564	0	PALM CREEK	DR	WEEKI WACHEE	34607	HOWARD JEANETTE		6014 S SHERIDAN RD	TAMPA FL	33611-4605
90573	0	PALM CREEK	DR	WEEKI WACHEE	34607	HOWARD JEANETTE		6014 S SHERIDAN RD	TAMPA FL	33611-4605
90582	5989	PALM CREEK	DR	WEEKI WACHEE	34607	REVELS BRYAN B, REVELS MICHELLE E		12482 MEINERT AVE	BROOKSVILLE FL	34613-3851
90608	6241	COLONY	CIR	WEEKI WACHEE	34607	GURICK STEPHEN J III, GURICK KIMBERLEY M		2509 GEN HOPE RD	DUSHORE PA	18614-7897
90617	0	COLONY	CIR	WEEKI WACHEE	34607	HARRIS CHARLES W		6252 COLONY CIR	SPRING HILL FL	34607-1330
90626	6255	COLONY	CIR	WEEKI WACHEE	34607	ARROWOOD LARRY D, ARROWOOD KATHY J		470 ARROWOOD RD	CHILLICOTHE OH	45601-9382
90635	6263	COLONY	CIR	WEEKI WACHEE	34607	MARSHANG RHONDA		15499 MOHAWK RD	LYNDON IL	61261-9661
90653	6279	COLONY	CIR	WEEKI WACHEE	34607	ELLIS AARON J, ELLIS TRISTA N		6279 COLONY CIR	WEEKI WACHEE FL	34607-1331
90662	6040	PALM CREEK	DR	WEEKI WACHEE	34607	WATKINS TIFFANY, WATKINS AMANDA		35230 ABBOTT CHARLES RD	DADE CITY FL	33525-0409
90671	6034	PALM CREEK	DR	WEEKI WACHEE	34607	FRANCIS TIM TTEE, FRANCIS VALERIE TTEE		6034 PALM CREEK DR	WEEKI WACHEE FL	34607-1352
90680	6028	PALM CREEK	DR	WEEKI WACHEE	34607	FRANCIS WAYNE A LIFE ESTATE, FRANCIS	LANA M LIFE ESTATE	6028 PALM CREEK DR	WEEKI WACHEE FL	34607-1352
90699	6024	PALM CREEK	DR	WEEKI WACHEE	34607	HOWARD JEANETTE		6014 S SHERIDAN RD	TAMPA FL	33611-4605
90706	6022	PALM CREEK	DR	WEEKI WACHEE	34607	FRANCIS WAYNE		6028 PALM CREEK DR	WEEKI WACHEE FL	34607-1352
90724	6014	PALM CREEK	DR	WEEKI WACHEE	34607	DNG REAL ESTATE HOLDINGS LLC		21134 LAKE VIENNA DR	LAND O LAKES FL	34638-8313
90733	0	PALM CREEK	DR	WEEKI WACHEE	34607	2RPGUDE HOLDINGS LLC		PO BOX 374	SAN ANTONIO FL	33576-0374
90751	5992	PALM CREEK	DR	WEEKI WACHEE	34607	2RPGUDE HOLDINGS LLC		PO BOX 374	SAN ANTONIO FL	33576-0374
90760	5980	PALM CREEK	DR	WEEKI WACHEE	34607	ROBERTSON WILLIAM IV LIFE ESTATE,	ROBERTSON TAMMY LIFE ESTATE	5980 PALM CREEK DR	WEEKI WACHEE FL	34607-1350
90788	5970	PALM CREEK	DR	WEEKI WACHEE	34607	BODIFORD RYAN WILLIAM, BODIFORD TIFFANY	ANN	1200 SE 101ST ST	TRENTON FL	32693-3338
90797	5964	PALM CREEK	DR	WEEKI WACHEE	34607	HUSSEY LARRY J LIFE ESTATE, HUSSEY JO	ANN LIFE ESTATE	5964 PALM CREEK DR	WEEKI WACHEE FL	34607-1350
90804	5883	COLONY	CIR	WEEKI WACHEE	34607	MASSERIO LARAINE E TTEE		5883 COLONY CIR	WEEKI WACHEE FL	34607-5800
90822	5907	COLONY	CIR	WEEKI WACHEE	34607	DAVIDSON KYLE		11200 OAKSHORE LN	CLERMONT FL	34711-5408
90831	5911	COLONY	CIR	WEEKI WACHEE	34607	DEWEY JAMES TTEE, DEWEY ETTA TTEE		33101 PORTAGE PATH	DADE CITY FL	33523-9181
91135	0	COLONY	CIR	WEEKI WACHEE	34607	CURRAN SEAN		2212 MCALEER RD	SEWICKLEY PA	15143-8668
91144	0	PRESQUE ISLE	DR	WEEKI WACHEE	34607	DESENCHAK JOHN		47 FERNWOOD DR	MADISON TWP PA	18444-4120
91153	6169	COLONY	CIR	WEEKI WACHEE	34607	BECKER DANIEL J, BECKER MARGARET M		6169 COLONY CIR	WEEKI WACHEE FL	34607-1329
91162	6181	COLONY	CIR	WEEKI WACHEE	34607	POWELL ALICIA, EUGENIO NICOLE		8625 ASPEN CT	CHARLOTTE NC	28227-7074
91171	6199	COLONY	CIR	WEEKI WACHEE	34607	PHILLIPS ROBERT D, PHILLIPS DEBRA E		6205 COLONY CIR	WEEKI WACHEE FL	34607-1329
91180	6205	COLONY	CIR	WEEKI WACHEE	34607	PHILLIPS ROBERT D, PHILLIPS DEBRA E		6205 COLONY CIR	SPRING HILL FL	34607-1331
91199	6230	ISLAND	DR	WEEKI WACHEE	34607	PLATT MICHAEL, HENDRICKS JUDITH		1214 TIMBERIDGE LOOP S	LAKELAND FL	33809-2354
91206	6220	ISLAND	DR	WEEKI WACHEE	34607	JOYCE E REIMANN DECLARATION OF TRUST		5 N DIXON DR	BATAVIA IL	60510-7644
91402	6110	ISLAND	DR	WEEKI WACHEE	34607	LOBLEIN ROBERT A JR		6110 ISLAND DR	WEEKI WACHEE FL	34607-1345
91411	6104	ISLAND	DR	WEEKI WACHEE	34607	RUPP VALERIE, GREGORY LINDA ESTATE OF		2566 STATE ROUTE 42	FORESTBURGH NY	12777-6153
91420	6100	ISLAND	DR	WEEKI WACHEE	34607	ARCHIBALD CLINTON A		6100 ISLAND DR	WEEKI WACHEE FL	34607-1345
91439	6094	ISLAND	DR	WEEKI WACHEE	34607	OXTOBY THOMAS P, OXTOBY JUDITH GOBY		6094 ISLAND DR	WEEKI WACHEE FL	34607-1343
91448	6086	ISLAND	DR	WEEKI WACHEE	34607	BOYD MICHAEL S, BOYD BARBARA K		228 EAST HAZEL DELL LN	SPRINGFIELD IL	62712-9573
91466	6076	ISLAND	DR	WEEKI WACHEE	34607	GRANT BETTY Z TTEE		6076 ISLAND DR	SPRING HILL FL	34607-1343
91475	0	ISLAND	DR	WEEKI WACHEE	34607	PESCE JOSEPH		12100 SEMINOLE BLVD LOT 151	LARGO FL	33778-2820
91484	6062	ISLAND	DR	WEEKI WACHEE	34607	DECARBO TESSA M, COMBES ROBERT II		1003 BELLASOL WAY STE 9203	APOLLO BEACH FL	33572-2074
91509	6050	ISLAND	DR	WEEKI WACHEE	34607	ISAAC JANET J LIFE ESTATE		6050 ISLAND DR	WEEKI WACHEE FL	34607-1343
91518	6040	ISLAND	DR	WEEKI WACHEE	34607	JAMES LARRY J, JAMES LISA A		33522 PICCIOLA DR	FRUITLAND PARK FL	34731-6122
91536	6039	ISLAND	DR	WEEKI WACHEE	34607	DECOSMO KATHLEEN V		6039 ISLAND DR	WEEKI WACHEE FL	34613
91545	0	ISLAND	DR	WEEKI WACHEE	34607	DECOSMO KATHLEEN V		6039 ISLAND DR	WEEKI WACHEE FL	34607-1344
91554	0	ISLAND	DR	WEEKI WACHEE	34607	KRISTOFERSON ARTHUR T JR		6061 ISLAND DR	WEEKI WACHEE FL	34607-1344
91563	6055	ISLAND	DR	WEEKI WACHEE	34607	KRISTOFERSON ARTHUR T JR		6061 ISLAND DR	WEEKI WACHEE FL	34607-1344
91572	6061	ISLAND	DR	WEEKI WACHEE	34607	KRISTOFERSON ARTHUR T		6061 ISLAND DR	WEEKI WACHEE FL	34607-1344
91581	6065	ISLAND	DR	WEEKI WACHEE	34607	MESSICK BRENDA A LIFE ESTATE		6065 ISLAND DR	WEEKI WACHEE FL	34607-1344
91590	6071	ISLAND	DR	WEEKI WACHEE	34607	PESCE ROBERT SR, PESCE JULIE		6071 ISLAND DR	WEEKI WACHEE FL	34607-1344
91689	6223	ISLAND	DR	WEEKI WACHEE	34607	DOOLEY PATRICK, DOOLEY SUSAN		23307 ORLEANS PL	LAND O LAKES FL	34639-4254
91698	0	ISLAND	DR	WEEKI WACHEE	34607	WALKER ALAN BARRS		1036 MANTES AVE	JACKSONVILLE FL	32205-4556
91705	0	ISLAND	DR	WEEKI WACHEE	34607	PATRICK KEVIN TTEE		6253 ISLAND DR	WEEKI WACHEE FL	34607-1348
91714	6237	ISLAND	DR	WEEKI WACHEE	34607	WALKER ALAN B, PATRICK KEVIN L		1036 MANTES AVE	JACKSONVILLE FL	32205-4556
91723	6245	ISLAND	DR	WEEKI WACHEE	34607	ISLAND DRIFT RETREAT LLC		320 15TH AVE NE	SAINT PETERSBURG FL	33704-4703
91732	6253	ISLAND	DR	WEEKI WACHEE	34607	PATRICK KEVIN TTEE		6253 ISLAND DR	WEEKI WACHEE FL	34607-1348
91769	6259	ISLAND	DR	WEEKI WACHEE	34607	HUGUET ROBERTO, HUGUET ASHLEY L		2719 SATURN RD	BROOKSVILLE FL	34604-7027
91778	6263	ISLAND	DR	WEEKI WACHEE	34607	BENDER ALEX, BENDER ALLISON		6263 ISLAND DR	WEEKI WACHEE FL	34607-1348
91787	6273	ISLAND	DR	WEEKI WACHEE	34607	SANDLOR STREET LLC		10282 SWANSON CT	SPRING HILL FL	34608-1762
91796	6278	ISLAND	DR	WEEKI WACHEE	34607	PENT WILLIAM B JR, PENT NANCY S		6278 ISLAND DR	WEEKI WACHEE FL	34607-1349
91803	6262	ISLAND	DR	WEEKI WACHEE	34607	ALBERT G PLESS, ERICA G PLESS		6435 6TH AVE N	ST PETERSBURG FL	33710-6907
91812	6250	ISLAND	DR	WEEKI WACHEE	34607	WRIGHT BLASE A TTEE LIFE ESTATE, WRIGHT	CHARLOTTE F TTEE LIFE ESTATE	6250 ISLAND DR	WEEKI WACHEE FL	34607-1349
91830	4228	CORTEZ	BLVD	WEEKI WACHEE	34607	SPRINGSTEAD GERALD W, SPRINGSTEAD GERALD	W II	11110 PONCE DE LEON BLVD	BROOKSVILLE FL	34601
91849	0	CORTEZ	BLVD	WEEKI WACHEE	34607	KILBY J ADRIAN		4231 CORTEZ BLVD	WEEKI WACHEE FL	34607-1206
91858	4231	CORTEZ	BLVD	WEEKI WACHEE	34607	KILBY J ADRIAN		4231 CORTEZ BLVD	WEEKI WACHEE FL	34607-1206
91885	4235	CORTEZ	BLVD	WEEKI WACHEE	34607	KILBY ADRIAN		4231 CORTEZ BLVD	WEEKI WACHEE FL	34607-1206
91901	4287	CORTEZ	BLVD	WEEKI WACHEE	34607	HAMLET THERESA RYAN		PO BOX 5724	SPRING HILL FL	34611-5724
91910	0	CORTEZ	BLVD	WEEKI WACHEE	34607	VALDEZ CHARLOTTE J		27175 WAKEFIELD DR	BROOKSVILLE FL	34602-7224
91929	0	CORTEZ	BLVD	WEEKI WACHEE	34607	FOXWORTHY LISA		11000 MAYBIRD AVE	WEEKI WACHEE FL	34613-3615

91938	7211 WESTWIND ST	7211	WESTWIND	ST	WEEKI WACHEE	34607	FRIER SCOTT A		7505 CATHERINE DR	LAKELAND FL 33810-6302
91947	7217 WESTWIND ST	7217	WESTWIND	ST	WEEKI WACHEE	34607	MORRIS BESSIE L TTEE		7225 WESTWIND ST	WEEKI WACHEE FL 34607-1455
91956	7225 WESTWIND ST	7225	WESTWIND	ST	WEEKI WACHEE	34607	MORRIS BESSIE L TTEE		7225 WESTWIND ST	WEEKI WACHEE FL 34607-1455
91965	7233 WESTWIND ST	7233	WESTWIND	ST	WEEKI WACHEE	34607	MOUNCE EDDIE, MOUNCE GENELLE		PO BOX 578	DAHLONEGA GA 30533-0010
91974	7241 WESTWIND ST	7241	WESTWIND	ST	WEEKI WACHEE	34607	FRIER SCOTT A, FRIER MARK A		7505 CATHERINE DR	LAKELAND FL 33810-6302
91983	7245 WESTWIND ST	7245	WESTWIND	ST	WEEKI WACHEE	34607	CADY MICHAEL D TTEE, DELBRIDGE CYNTHIA L	TTEE	7107 E HILL RD	GRAND BLANC MI 48439-9169
91992	0 WESTWIND ST	0	WESTWIND	ST	WEEKI WACHEE	34607	DELBRIDGE JOY A LIFE ESTATE		10056 IRISH RD	GOODRICH MI 48438-9096
92009	7253 WESTWIND ST	7253	WESTWIND	ST	WEEKI WACHEE	34607	FLINTOFF LARRY, FLINTOFF LEEANN		7263 WESTWIND ST	WEEKI WACHEE FL 34607-1455
92027	7269 WESTWIND ST	7269	WESTWIND	ST	WEEKI WACHEE	34607	LANIER VICKIE J		6488 NEBULA ST	WEEKI WACHEE FL 34613-6235
92045	0 WESTWIND ST	0	WESTWIND	ST	WEEKI WACHEE	34607	LEDLIE KEVIN E, LEDLIE RITA M		6195 90TH AVE N	PINELLAS PARK FL 33782-4809
92054	7193 WESTWIND ST	7193	WESTWIND	ST	WEEKI WACHEE	34607	LEDLIE KEVIN E, LEDLIE RITA M		6195 90TH AVE N	PINELLAS PARK FL 33782-4809
92063	7187 WESTWIND ST	7187	WESTWIND	ST	WEEKI WACHEE	34607	LEDLIE RITA M, LEDLIE KEVIN E		6195 90TH AVE N	PINELLAS PARK FL 33782-4809
92072	7177 WESTWIND ST	7177	WESTWIND	ST	WEEKI WACHEE	34607	HOUSTON THOMAS COLBY, HOUSTON REBECCA		7177 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92081	0 WESTWIND ST	0	WESTWIND	ST	WEEKI WACHEE	34607	SEREDA STEVEN J TTEE, SEREDA AARON B	TTEE	11375 LOMITA WREN RD	WEEKI WACHEE FL 34614-3132
92090	7165 WESTWIND ST	7165	WESTWIND	ST	WEEKI WACHEE	34607	RAMECH JULIE F LIFE ESTATE		7165 WESTWIND STREET	WEEKI WACHEE FL 34607
92107	7161 WESTWIND ST	7161	WESTWIND	ST	WEEKI WACHEE	34607	CAMPBELL SCOTT B, CAMPBELL JENNIFER L		824 WELLS ST	DELAFIELD WI 53018-1854
92116	7157 WESTWIND ST	7157	WESTWIND	ST	WEEKI WACHEE	34607	LIMA ROBERT, LIMA TRENT		7157 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92125	7153 WESTWIND ST	7153	WESTWIND	ST	WEEKI WACHEE	34607	SCOTT BRYAN LIFE ESTATE, SCOTT REBECCA A	LIFE ESTATE	7153 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92134	7145 WESTWIND ST	7145	WESTWIND	ST	WEEKI WACHEE	34607	WARD CONSULTING INC		4706 N FALKENBURG RD	TAMPA FL 33610-5918
92143	0 WESTWIND ST	0	WESTWIND	ST	WEEKI WACHEE	34607	DASCOLI THOMAS L, DASCOLI FRANCES		3235 PINE SHADOW DR	LAND O LAKES FL 34639-4541
92152	7127 WESTWIND ST	7127	WESTWIND	ST	WEEKI WACHEE	34607	HOGELAND MARY A LIFE ESTATE		7127 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92161	7121 WESTWIND ST	7121	WESTWIND	ST	WEEKI WACHEE	34607	JENNINGS RAYMOND L SR, JENNINGS KATHRYN	M	PO BOX 3610	SPRING HILL FL 34611-3610
92170	7115 WESTWIND ST	7115	WESTWIND	ST	WEEKI WACHEE	34607	VICKERS WILLIAM A TTEE, VICKERS KAREN D	TTEE	7115 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92189	7101 WESTWIND ST	7101	WESTWIND	ST	WEEKI WACHEE	34607	MORRIS HERSCHEL, MORRIS DEBORAH		6832 POLEY CREEK DR W	LAKELAND FL 33811-2421
93080	5333 HUSHPUPPY LN	5333	HUSHPUPPY	LN	WEEKI WACHEE	34607	CARUSO PHILIP P JR TTEE		950 VERSAILLES CIR	MAITLAND FL 32751-4567
92198	7099 WESTWIND ST	7099	WESTWIND	ST	WEEKI WACHEE	34607	ADAMS KAREN S LIFE ESTATE		119 N MARSH RD	SAVANNAH GA 31410-1025
92205	7095 WESTWIND ST	7095	WESTWIND	ST	WEEKI WACHEE	34607	STANLEY RICHARD W TTEE		7095 WESTWIND ST	WEEKI WACHEE FL 34607-1447
92214	7091 WESTWIND ST	7091	WESTWIND	ST	WEEKI WACHEE	34607	SMITH DAVID L TTEE		7091 WESTWIND ST	WEEKI WACHEE FL 34607-1451
92223	0 WESTWIND ST	0	WESTWIND	ST	WEEKI WACHEE	34607	ZERNICK TODD, ZERNICK CORITA		7087 WESTWIND ST	WEEKI WACHEE FL 34607-1447
92232	7083 WESTWIND ST	7083	WESTWIND	ST	WEEKI WACHEE	34607	WRUBEL JASON		3430 N TROPICAL TRL	MERRITT ISLAND FL 32953-8223
92241	7077 WESTWIND ST	7077	WESTWIND	ST	WEEKI WACHEE	34607	PESAVENTO AMY N		2000 SUNDOWN DR	COLORADO SPRINGS CO 80905-7654
92250	7075 WESTWIND ST	7075	WESTWIND	ST	WEEKI WACHEE	34607	LEWIS LINDA, LEWIS KYLE, LEWIS RACHEL		4010 W VASCONIA ST	TAMPA FL 33629-8537
92269	7067 WESTWIND ST	7067	WESTWIND	ST	WEEKI WACHEE	34607	WILKES JAMES R JR		9500 WALLIEN DR	BROOKSVILLE FL 34601-5208
92278	7271 WESTWIND ST	7271	WESTWIND	ST	WEEKI WACHEE	34607	BODENMILLER JANETH TTEE		7271 WESTWIND ST	WEEKI WACHEE FL 34607-1455
92303	5228 FOXHALL CT	5228	FOXHALL	CT	WEEKI WACHEE	34607	CICORIA ANDREW, CICORIA CONNIE		100 - 316070 111TH ST W	FOOTHILLS AB T1S 0V7
92312	5226 FOXHALL CT	5226	FOXHALL	CT	WEEKI WACHEE	34607	JUDY EDWARD R TTEE, JUDY ANTOINETTE M	TTEE	5226 FOXHALL CT	WEEKI WACHEE FL 34607-1409
92321	0 FOXHALL CT	0	FOXHALL	CT	WEEKI WACHEE	34607	BOWDEN JOSEPH B, BOWDEN KINDLE		4801 RICARDO LN	LAKELAND FL 33813-2337
92330	5213 FOXHALL CT	5213	FOXHALL	CT	WEEKI WACHEE	34607	BOWDEN JOSEPH B, BOWDEN KINDLE D		4801 RICARDO LN	LAKELAND FL 33813-2337
92349	5219 FOXHALL CT	5219	FOXHALL	CT	WEEKI WACHEE	34607	SMITH CLIFFORD E, SMITH ELIZABETH		342 10TH AVE NE	ST PETERSBURG FL 33701-1913
92358	5227 FOXHALL CT	5227	FOXHALL	CT	WEEKI WACHEE	34607	MAEDER MARSHALL L TRUSTEE, MAEDER	MARLENE TRUSTEE	11275 BEAVERBANK ST	WEEKI WACHEE FL 34614-3014
92367	5231 FOXHALL CT	5231	FOXHALL	CT	WEEKI WACHEE	34607	KLINE MICHAEL S		5231 FOXHALL CT	WEEKI WACHEE FL 34607-1410
92376	0 FOXHALL CT	0	FOXHALL	CT	WEEKI WACHEE	34607	COOK THOMAS S		914 E HIGHLAND DR	LAKELAND FL 33813-1739
92385	7287 WESTWIND ST	7287	WESTWIND	ST	WEEKI WACHEE	34607	KOLANOWSKI KATHRYN A LIFE ESTATE		7287 WESTWIND ST	WEEKI WACHEE FL 34607-1443
92606	6030 WAVERLY RD	6030	WAVERLY	RD	WEEKI WACHEE	34607	SCHATZMAN KAREN L, SCHATZMAN RICHARD C		6030 WAVERLY RD	WEEKI WACHEE FL 34607-1547
92615	0 WAVERLY RD	0	WAVERLY	RD	WEEKI WACHEE	34607	CAMARA DEBRA K LIFE ESTATE		14 PORTULACA CT S	HOMOSASSA FL 34446-6226
92624	6020 WAVERLY RD	6020	WAVERLY	RD	WEEKI WACHEE	34607	STOUT WILLIAM H		2554 RIDGE AVE	EGG HARBOR TOWNSHIP NJ 08234-5552
92633	6014 WAVERLY RD	6014	WAVERLY	RD	WEEKI WACHEE	34607	FIORELLI HEATHER R LIFE ESTATE, RICH	JAMES C LIFE ESTATE	PO BOX 1454	DADE CITY FL 33526-1454
92642	6012 WAVERLY RD	6012	WAVERLY	RD	WEEKI WACHEE	34607	MADILL MELVIN		6012 WAVERLY RD	WEEKI WACHEE FL 34607-1547
92651	6008 WAVERLY RD	6008	WAVERLY	RD	WEEKI WACHEE	34607	TEMPLETON JOHN R, TEMPLETON MARGARET R		1920 SADDLE HILL RD S	DUNEDIN FL 34698-2404
92679	0 WAVERLY RD	0	WAVERLY	RD	WEEKI WACHEE	34607	HOWELL LAWRENCE D TTEE, HOWELL SHIRLEY L	TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
92688	6011 WAVERLY RD	6011	WAVERLY	RD	WEEKI WACHEE	34607	LINK LEWIS C, LOBELLO SANTO S, LOBELLO	LILLIAN A	1517 OAKFIELD DR	BRANDON FL 33511-4856
92697	0 WAVERLY RD	0	WAVERLY	RD	WEEKI WACHEE	34607	VAN EYK GERARD M, VAN EYK RHONDA E		18719 LAKESHORE DR	LUTZ FL 33549-3830
92704	6019 WAVERLY RD	6019	WAVERLY	RD	WEEKI WACHEE	34607	VAN EYK GERARD M, VAN EYK RHONDA E		18719 LAKESHORE DR	LUTZ FL 33549-3830
92713	6021 WAVERLY RD	6021	WAVERLY	RD	WEEKI WACHEE	34607	BARNES FREDERICK III		19712 RHEA SEE DR	LUTZ FL 33548-7208
92722	6025 WAVERLY RD	6025	WAVERLY	RD	WEEKI WACHEE	34607	HARPER JESSICA, HOOVER DAVID W		6025 WAVERLY RD	WEEKI WACHEE FL 34607-1548
92731	6033 WAVERLY RD	6033	WAVERLY	RD	WEEKI WACHEE	34607	CORNYO LLC		12806 N BOULEVARD	TAMPA FL 33612-4158
92795	7185 BETHESDA CT	7185	BETHESDA	CT	WEEKI WACHEE	34607	EDMONDSON TERESA L		7185 BETHESDA CT	WEEKI WACHEE FL 34607-1506
92802	7195 BETHESDA CT	7195	BETHESDA	CT	WEEKI WACHEE	34607	DAVIS KYLE A, DAVIS JESSICA A		1960 COUNTY ROAD 194	FREDERICKTOWN OH 43019-9253
92811	7201 BETHESDA CT	7201	BETHESDA	CT	WEEKI WACHEE	34607	MST PROPERTIES LLC		11528 BRAESIDE PL	TAMPA FL 33612-5102
92820	7209 BETHESDA CT	7209	BETHESDA	CT	WEEKI WACHEE	34607	DAVIS CAROL A		4105 WILLIS RD	MULBERRY FL 33860-7219
92839	7215 BETHESDA CT	7215	BETHESDA	CT	WEEKI WACHEE	34607	DIPPOLITO AMY M, DIPPOLITO VINCENT M,	WALLACE JEFFREY I	7215 BETHESDA CT	WEEKI WACHEE FL 34607-1508
92848	7221 BETHESDA CT	7221	BETHESDA	CT	WEEKI WACHEE	34607	JORDAN CALLEY, JORDAN CHAD S		6015 ROLLING VISTA LOOP	DOVER FL 33527-4267
92857	7229 BETHESDA CT	7229	BETHESDA	CT	WEEKI WACHEE	34607	RAND HENRY, RAND CORRINA		15740 67TH CT N	LOXAHATCHEE FL 33470-5730
92866	7235 BETHESDA CT	7235	BETHESDA	CT	WEEKI WACHEE	34607	BEST THERESA M CO-TTEE		7235 BETHESDA CT	WEEKI WACHEE FL 34607-1508
93044	7154 SHOAL LINE BLVD	7154	SHOAL LINE	BLVD	WEEKI WACHEE	34607	LANIER JAMES E, LANIER PATRICIA ANN		7154 SHOAL LINE BLVD	WEEKI WACHEE FL 34607-1533
93062	5321 HUSHPUPPY LN	5321	HUSHPUPPY	LN	WEEKI WACHEE	34607	LANIER JAMES E, LANIER PATRICIA A		7154 SHOAL LINE BLVD	WEEKI WACHEE FL 34607-1533
93071	5327 HUSHPUPPY LN	5327	HUSHPUPPY	LN	WEEKI WACHEE	34607	TURNER STEPHEN FRANK LIFE ESTATE		5327 HUSHPUPPY LN	WEEKI WACHEE FL 34607-1524
93099	5345 HUSHPUPPY LN	5345	HUSHPUPPY	LN	WEEKI WACHEE	34607	GARCIA PHILIP J TTEE		7207 S WESTSHORE BLVD	TAMPA FL 33616
93106	5349 HUSHPUPPY LN	5349	HUSHPUPPY	LN	WEEKI WACHEE	34607	HOSANNA HIGHEST PROPERTIES LLC		19702 RHEA SEE DR	LUTZ FL 33548-7208
93115	5361 HUSHPUPPY LN	5361	HUSHPUPPY	LN	WEEKI WACHEE	34607	ODDO TOMMY M II LIFE ESTATE		5361 HUSHPUPPY LN	WEEKI WACHEE FL 34607-1524
93124	0 HUSHPUPPY LN	0	HUSHPUPPY	LN	WEEKI WACHEE	34607	GUYTON THOMAS S, GUYTON BARBARA B		8127 SW 95TH LN	GAINESVILLE FL 32608-6228
93142	0 SHOAL LINE BLVD	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	LANIER JAMES E, LANIER PATRICIA A		7154 SHOAL LINE BLVD	WEEKI WACHEE FL 34607-1533
93151	7176 SHOAL LINE BLVD	7176	SHOAL LINE	BLVD	WEEKI WACHEE	34607	CANTRELL CHARLES R		104 S PIKE ST	NEW CARLISLE OH 45344-1937
93160	7180 SHOAL LINE BLVD	7180	SHOAL LINE	BLVD	WEEKI WACHEE	34607	HARTMAN JONATHAN		6262 SEA GULL CIR	LOVELAND CO 80538-7065
93179	7186 SHOAL LINE BLVD	7186	SHOAL LINE	BLVD	WEEKI WACHEE	34607	SANDERS GWENDOLYN L, MARSICANO JUSTIN E		2202 GROVE DR	NAPLES FL 34120-7500
93188	7194 SHOAL LINE BLVD	7194	SHOAL LINE	BLVD	WEEKI WACHEE	34607	CASTLEBERRY STEPHEN T		3240 10TH ST N	SAINT PETERSBURG FL 33704-1204
93197	0 SHOAL LINE BLVD	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	OLESON JAMES L, OLESON KATHERINE L		5001 SPRING LAKE HWY	BROOKSVILLE FL 34601-8007
93213	0 SHOAL LINE BLVD	0	SHOAL LINE	BLVD	WEEKI WACHEE	34607	JOA SCOTT		8293 SUNSHINE GROVE RD	BROOKSVILLE FL 34613-4803
93222	0 PATTERSON DR	0	PATTERSON	DR	WEEKI WACHEE	34607	SMITH DAVID L TTEE		7091 WESTWIND ST	WEEKI WACHEE FL 34607-1447
93231	7096 PATTERSON DR	7096	PATTERSON	DR	WEEKI WACHEE	34607	MAY BRIAN L, MAY PATRICIA A		7094 PATTERSON DR	WEEKI WACHEE FL 34607-1525
93240	7094 PATTERSON DR	7094	PATTERSON	DR	WEEKI WACHEE	34607	MAY BRIAN L, MAY PATRICIA A		7094 PATTERSON DR	WEEKI WACHEE FL 34607-1525
93259	7092 PATTERSON DR	7092	PATTERSON	DR	WEEKI WACHEE	34607	HUBBS ARDEN P III, HOLTZCLAW KRISTA A		10706 DONBRESE AVE	TAMPA FL 33615-3503
93277	5275 ALPACA DR	5275	ALPACA	DR	WEEKI WACHEE	34607	MEHURON JANE, MEHURON THOMAS		10349 NINA CT	NEW PORT RICHEY FL 34654-2539
93286	5263 ALPACA DR	5263	ALPACA	DR	WEEKI WACHEE	34607	WOODHOUSE DAVID L		8328 PEGGY ST	TAMPA FL 33615-2819
93295	5255 ALPACA DR	5255	ALPACA	DR	WEEKI WACHEE	34607	PHILLIPS MICHAEL J		14242 HURRICANE DR	WEEKI WACHEE FL 34614-1822
93302	5251 ALPACA DR	5251	ALPACA	DR	WEEKI WACHEE	34607	PHELPS RICHARD J		5251 ALPACA DR	WEEKI WACHEE FL 34607-1402
93311	5247 ALPACA DR	5247	ALPACA	DR	WEEKI WACHEE	34607	AVE PROPERTIES LL		20 4TH ST SW	WINTER HAVEN FL 33880-2910
93320	5241 ALPACA DR	5241	ALPACA	DR	WEEKI WACHEE	34607	AVE PROPERTIES LLC		346 W CENTRAL AVE	WINTER HAVEN FL 33880-2960
93339	0 PALISADE DR	0	PALISADE	DR	WEEKI WACHEE	34607	BLACK WARING PENELOPE F		4930 LUCE RD	LAKELAND FL 33813-2328

93348	5244 PALISADE DR	5244	PALISADE	DR	WEEKI WACHEE	34607	CRAMER BRADLEY		546 PALMER RD	BELLEAIR BLUFFS FL 33770-1747
93357	5250 PALISADE DR	5250	PALISADE	DR	WEEKI WACHEE	34607	SCOTT JOHN W, SCOTT CHERYL H		3125 HENDERSON CIR W	LAKELAND FL 33803-4419
93366	5256 PALISADE DR	5256	PALISADE	DR	WEEKI WACHEE	34607	DUGAN BETH A		124 CARTLAND RD	LEE NH 03861-6333
93375	5260 PALISADE DR	5260	PALISADE	DR	WEEKI WACHEE	34607	BREWER ROBYN D		5260 PALISADE DR	WEEKI WACHEE FL 34607-1413
93384	5266 PALISADE DR	5266	PALISADE	DR	WEEKI WACHEE	34607	SCOTT PATSY L TTEE		32624 KNOLLWOOD LN	WESLEY CHAPEL FL 33545-5017
93393	5274 PALISADE DR	5274	PALISADE	DR	WEEKI WACHEE	34607	STOKES TINA		5274 PALISADE DR	SPRING HILL FL 34607-1413
93400	5276 PALISADE DR	5276	PALISADE	DR	WEEKI WACHEE	34607	DRENNING LINDA S LIFE ESTATE		13011 KANAWHA DR	WEEKI WACHEE FL 34614-1928
93419	5293 PALISADE DR	5293	PALISADE	DR	WEEKI WACHEE	34607	LARSON BONNA A, LARSON DAVID E		5293 PALISADE DRIVE	WEEKI WACHEE FL 34607
93428	5279 PALISADE DR	5279	PALISADE	DR	WEEKI WACHEE	34607	BENNETT GARY, BENNETT PATTY		3446 ARROWWOOD DR	LAKELAND FL 33811-1927
93437	5275 PALISADE DR	5275	PALISADE	DR	WEEKI WACHEE	34607	HANEY DEVIN MICHAEL, HANEY RONALD CLYDE	JR	5275 PALISADE DR	WEEKI WACHEE FL 34607-1414
93446	5267 PALISADE DR	5267	PALISADE	DR	WEEKI WACHEE	34607	ROUSH WALTER E III, ROUSH MARY KAY		5285 PALISADE DR	WEEKI WACHEE FL 34607-1414
93455	5257 PALISADE DR	5257	PALISADE	DR	WEEKI WACHEE	34607	PERKINS DAVID, PERKINS ARLENE		2955 MISSION LAKES DR	LAKELAND FL 33803-5910
93464	5251 PALISADE DR	5251	PALISADE	DR	WEEKI WACHEE	34607	PERKINS DAVID, PERKINS ARLENE BROWN		2955 MISSION LAKES DR	LAKELAND FL 33803-5910
93473	5245 PALISADE DR	5245	PALISADE	DR	WEEKI WACHEE	34607	PARKER STEVEN V, PARKER PATRICIA J		10926 SKEWLEE RD	THONOTOSASSA FL 33592-3000
93482	5241 PALISADE DR	5241	PALISADE	DR	WEEKI WACHEE	34607	MATHIS CHRISTINA, WALBRIDGE MICHELLE A		13122 DOUGLAS RD	DADE CITY FL 33525-7918
93491	5236 RAY DR	5236	RAY	DR	WEEKI WACHEE	34607	QUINN ROBERT J LIFE ESTATE, QUINN NICOLE	E LIFE ESTATE	17603 HACKAMORE PL	LUTZ FL 33549-5685
93507	5240 RAY DR	5240	RAY	DR	WEEKI WACHEE	34607	DASCOLI THOMAS L, DASCOLI FRANCES E		3235 PINE SHADOW DR	LAND O LAKES FL 34639-4541
93516	5246 RAY DR	5246	RAY	DR	WEEKI WACHEE	34607	PHARES BRETT M, PHARES BART M, HOMLEY	BRENDA P	1160 BREEZE DR	LARGO FL 33770-1639
93525	5262 RAY DR	5262	RAY	DR	WEEKI WACHEE	34607	LOWRIE WILLIAM W, PARKER BETSY C		5262 RAY DR	WEEKI WACHEE FL 34607-1419
93534	5266 RAY DR	5266	RAY	DR	WEEKI WACHEE	34607	KRAMER JAMES C TTEE		1651 S BETTY LN	CLEARWATER FL 33756-1229
93543	0 RAY DR	0	RAY	DR	WEEKI WACHEE	34607	KRAMER JAMES C TTEE		1651 S BETTY LN	CLEARWATER FL 33756-1229
93561	5280 RAY DR	5280	RAY	DR	WEEKI WACHEE	34607	SOYKA LISA NICHOLE		2435 BAYWOOD DR E	DUNEDIN FL 34698-2055
93570	5286 RAY DR	5286	RAY	DR	WEEKI WACHEE	34607	HOUPE REBECCA BUCHANAN		141 BILBAO DR	ST AUGUSTINE FL 32086-8851
93589	5296 RAY DR	5296	RAY	DR	WEEKI WACHEE	34607	JOHNSON JEFFREY L, JOHNSON KAREN P		5296 RAY DR	WEEKI WACHEE FL 34607-1419
93598	5302 RAY DR	5302	RAY	DR	WEEKI WACHEE	34607	MARGO GROUP INVESTMENTS INC	D/B/A RJA PROPERTIES AND SERVICES LLC,	PO BOX 3025	ST PETERSBURG FL 33731-3025
93605	0 RAY DR	0	RAY	DR	WEEKI WACHEE	34607	NIESEN LAWRENCE J, GARDNER DENISE M		5314 RAY DR	WEEKI WACHEE FL 34607-1421
93614	5318 RAY DR	5318	RAY	DR	WEEKI WACHEE	34607	BEAL DAVID L, BEAL DEBRA S		6252 COMMERCIAL WAY # 118	WEEKI WACHEE FL 34613-6329
93623	0 RAY DR	0	RAY	DR	WEEKI WACHEE	34607	JUST DEPOSITS LLC		5766 W MILL RD	BROADVIEW HEIGHTS OH 44147-2150
93641	5337 RAY DR	5337	RAY	DR	WEEKI WACHEE	34607	LAWSON JERRY, LAWSON GLORIA		5337 RAY DR	SPRING HILL FL 34607-1422
93650	5329 RAY DR	5329	RAY	DR	WEEKI WACHEE	34607	AHV PROPERTIES LLC		6824 SOMBRAS WAY	LAND O LAKES FL 34637-7803
93669	5325 RAY DR	5325	RAY	DR	WEEKI WACHEE	34607	BEBOUT LOWELL R, BEBOUT WILLIAM B		7425 SKYLARK DR	SPRING HILL FL 34606-3750
93678	5319 RAY DR	5319	RAY	DR	WEEKI WACHEE	34607	MILAGROS CAUSILLA ESCOBAR KATIA		1409 FINDLAY AVE	SPRING HILL FL 34609-4742
93687	5313 RAY DR	5313	RAY	DR	WEEKI WACHEE	34607	DAVIDSON MICHAEL, HORNER DIANE M		17615 GLADYS ST	MONTVERDE FL 34756-3131
93696	5309 RAY DR	5309	RAY	DR	WEEKI WACHEE	34607	BROOKS STANLEY R, BROOKS LANDIE R		6559 SHINDLER DR	JACKSONVILLE FL 32222-1643
93703	5305 RAY DR	5305	RAY	DR	WEEKI WACHEE	34607	GIBSON JOHN L TTEE		328 N SMOKEY MOUNTAIN RD	SEFFNER FL 33584-4010
93712	5295 RAY DR	5295	RAY	DR	WEEKI WACHEE	34607	RIVER DREAM LLC		25291 BUNTING CIR	LAND O LAKES FL 34639-5535
93721	5285 RAY DR	5285	RAY	DR	WEEKI WACHEE	34607	DECOSMO MICHAEL A, MERSCHEN BRENDA		6900 49TH ST N	PINELLAS PARK FL 33781-5733
93730	5281 RAY DR	5281	RAY	DR	WEEKI WACHEE	34607	WOLF EDWARD J, WOLF KATHLEEN H		5281 RAY DR	WEEKI WACHEE FL 34607-1420
93749	5277 RAY DR	5277	RAY	DR	WEEKI WACHEE	34607	MCCABE RON		5277 RAY DR	WEEKI WACHEE FL 34607-1420
93758	0 RAY DR	0	RAY	DR	WEEKI WACHEE	34607	HARVEY BEVERLY M, HARVEY KYLE R		101 WINDING WILLOW DR	PALM HARBOR FL 34683-5830
93767	5265 RAY DR	5265	RAY	DR	WEEKI WACHEE	34607	NUGENESS ARTHUR N JR		5265 RAY DR	WEEKI WACHEE FL 34607-1420
93776	5259 RAY DR	5259	RAY	DR	WEEKI WACHEE	34607	ALGER MALI S LIFE ESTATE		5259 RAY DR	WEEKI WACHEE FL 34607-1420
93785	5253 RAY DR	5253	RAY	DR	WEEKI WACHEE	34607	LABRIE JOHN P II		5253 RAY DR	WEEKI WACHEE FL 34607-1420
93794	5249 RAY DR	5249	RAY	DR	WEEKI WACHEE	34607	MEHL WILLIAM D TTEE, MEHL TAMMY S TTEE		19819 ALABAMA RD	SPRING HILL FL 34610-4103
93801	7148 WESTWIND ST	7148	WESTWIND	ST	WEEKI WACHEE	34607	SETTER DAVID, SETTER MARILYN SUE		2751 CATTAIL CT	LONGWOOD FL 32779-4433
93810	7156 WESTWIND ST	7156	WESTWIND	ST	WEEKI WACHEE	34607	SETTER JILL K		7156 WESTWIND ST	WEEKI WACHEE FL 34607-1452
93829	7158 WESTWIND ST	7158	WESTWIND	ST	WEEKI WACHEE	34607	ROBERTS JOSEPH W TTEE, SHEKELL-ROBERTS	LOUISE M TTEE	6332 INDIA DR	SPRING HILL FL 34608-1228
93838	7164 WESTWIND ST	7164	WESTWIND	ST	WEEKI WACHEE	34607	SCHRADER GINA		7164 WESTWIND ST	WEEKI WACHEE FL 34607-1452
93847	7176 WESTWIND ST	7176	WESTWIND	ST	WEEKI WACHEE	34607	REAMS AMY S, REAMS SAMUEL S TTEE, SEAY	KAREN C TTEE	2949 LONGBROOKE WAY	CLEARWATER FL 33760-1720
93856	7182 WESTWIND ST	7182	WESTWIND	ST	WEEKI WACHEE	34607	REAMS AMY		2949 LONGBROOKE WAY	CLEARWATER FL 33760-1720
93865	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	51 PROPERTIES LLC		2815 55TH AVE N	ST PETERSBURG FL 33714-1807
93874	5280 CIRCLE DR	5280	CIRCLE	DR	WEEKI WACHEE	34607	BOWERS ROBERT G JR		5280 CIRCLE DR	WEEKI WACHEE FL 34607-1403
93883	5290 CIRCLE DR	5290	CIRCLE	DR	WEEKI WACHEE	34607	MEULENER ANGEL, MEULENER KAREN		5290 CIRCLE DR	WEEKI WACHEE FL 34607-1403
93892	5296 CIRCLE DR	5296	CIRCLE	DR	WEEKI WACHEE	34607	SNOW ANTHONY, HINDMAN CHYNA		5296 CIRCLE DR	WEEKI WACHEE FL 34607-1403
93909	5308 CIRCLE DR	5308	CIRCLE	DR	WEEKI WACHEE	34607	CUNNINGHAM IVA KAE		5308 CIRCLE DR	WEEKI WACHEE FL 34607-1405
93918	5316 CIRCLE DR	5316	CIRCLE	DR	WEEKI WACHEE	34607	BARNETTE BOYCE L, BARNETTE ESTHER A		2532 PARKLAND DR	LAKELAND FL 33811-2058
93927	5320 CIRCLE DR	5320	CIRCLE	DR	WEEKI WACHEE	34607	STURGILL RANDLE C, STURGILL KRISTI L		3516 ALBRITTON ST	NEW PORT RICHEY FL 34655-2140
93936	5332 CIRCLE DR	5332	CIRCLE	DR	WEEKI WACHEE	34607	HOPKINS CHRISTOPHER, HOPKINS JILLIAN		1620 PARKVIEW LN	LARGO FL 33770-4415
93945	5336 CIRCLE DR	5336	CIRCLE	DR	WEEKI WACHEE	34607	LIVERNOIS JENNIFER, BRENNAN MARGARET		2728 NARCISSUS DR	HOLIDAY FL 34691-6736
93954	5340 CIRCLE DR	5340	CIRCLE	DR	WEEKI WACHEE	34607	HARRIS RAYMOND T, HARRIS LINDA F		3228 LAKE CONINE DR W	WINTER HAVEN FL 33881-1450
93963	5344 CIRCLE DR	5344	CIRCLE	DR	WEEKI WACHEE	34607	SCHETTINO WILLIAM J TTEE, SCHETTINO	DENISE R TTEE	5215 LADY ROSE CT	LUTZ FL 33558-9037
93972	5348 CIRCLE DR	5348	CIRCLE	DR	WEEKI WACHEE	34607	TUNNELL BRYAN, TUNNELL TAMMY		13947 CURLEY RD	DADE CITY FL 33525-0307
93990	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	GORMAN FORREST		5367 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94007	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	ROMAN JAMES A, BOLIN JULIE		17946 COOK LN	SPRING HILL FL 34610-4500
94016	5400 CIRCLE DR	5400	CIRCLE	DR	WEEKI WACHEE	34607	ANGLIN JON, ANGLIN GINA		390 5TH ST SW	NAPLES FL 34117-2107
94025	5406 CIRCLE DR	5406	CIRCLE	DR	WEEKI WACHEE	34607	LEYH ERIC BENJAMIN, TUCKER CHERINA M		12608 TIMBER RUN	DADE CITY FL 33525-8148
94034	5410 CIRCLE DR	5410	CIRCLE	DR	WEEKI WACHEE	34607	L2D2 PROPERTIES LLC		2150 CIMARRON TER	PALM HARBOR FL 34683-4921
94043	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	ROBINSON EDWARD A, ROBINSON LYNN M		2156 43RD ST	CALEDONIA WI 53108-9402
94052	5418 CIRCLE DR	5418	CIRCLE	DR	WEEKI WACHEE	34607	VILLAVICENCIO NELY, VILLAVICENCIO	FEDERICO	1501 BASS BLVD	DUNEDIN FL 34698-4341
94061	5424 CIRCLE DR	5424	CIRCLE	DR	WEEKI WACHEE	34607	MURRAY MICHAEL S, MURRAY SUSAN L		16032 SURREY DR	HUDSON FL 34667-4138
94070	5430 CIRCLE DR	5430	CIRCLE	DR	WEEKI WACHEE	34607	VENERABLE CORPORATE AND TRUST SERVICES	LLC TTEE	301 W PLATT ST # 657	TAMPA FL 33606-2292
94089	5436 CIRCLE DR	5436	CIRCLE	DR	WEEKI WACHEE	34607	RUFA CARMINE J, RUFA LAURA P		4502 BURMUDA DR	HERNANDO BEACH FL 34607
94098	5442 CIRCLE DR	5442	CIRCLE	DR	WEEKI WACHEE	34607	BLANCHARD LAURA ANN, BLANCHARD JONATHAN	MICHAEL	419 BOWLES ST	NEPTUNE BEACH FL 32266-4922
94310	5395 CIRCLE DR	5395	CIRCLE	DR	WEEKI WACHEE	34607	CARASTRO LOUIS M SR, CARASTRO HELEN J		4809 W BAY COURT AVE	TAMPA FL 33611-1007
94105	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	CROOKES BRANDON		1034 NE 44TH CT	OAKLAND PARK FL 33334-3824
94114	5454 CIRCLE DR	5454	CIRCLE	DR	WEEKI WACHEE	34607	ROC & ROL RIVER RETREAT LLC		18320 NETTLES RD	LUTZ FL 33549-5436
94123	5460 CIRCLE DR	5460	CIRCLE	DR	WEEKI WACHEE	34607	WOLF VANESSA		5460 CIRCLE DR	WEEKI WACHEE FL 34607-1407
94132	5466 CIRCLE DR	5466	CIRCLE	DR	WEEKI WACHEE	34607	ALLEN PAUL JONATHAN, JAHRLING WILLIAM	REED, ALLEN CHELSEA JEANNE	18782 CRAIG LOOP	HUDSON FL 34667-6207
94141	5470 CIRCLE DR	5470	CIRCLE	DR	WEEKI WACHEE	34607	ENGLAND TERRY		309 6TH AVE	INDIAN ROCKS BEACH FL 33785-2549
94150	5476 CIRCLE DR	5476	CIRCLE	DR	WEEKI WACHEE	34607	ENGLAND TERRY, JAMES DOUGLAS M		12255 75TH ST	LARGO FL 33773-3031
94169	5475 CIRCLE DR	5475	CIRCLE	DR	WEEKI WACHEE	34607	HARDEMAN JEFFREY W, HARDEMAN DOROTHY J		363 WALDEN RD	THOMASVILLE GA 31792
94178	5471 CIRCLE DR	5471	CIRCLE	DR	WEEKI WACHEE	34607	DEMAS KATENA TTEE		107 HIGHLAND AVE	DUNEDIN FL 34698-7919
94187	5467 CIRCLE DR	5467	CIRCLE	DR	WEEKI WACHEE	34607	JORDAN THOMAS F CO-TTEE, JORDAN MARY L	CO-TTEE	37330 VERO LN	DADE CITY FL 33525-5936
94196	5461 CIRCLE DR	5461	CIRCLE	DR	WEEKI WACHEE	34607	PECINA RAUL, PECINA MARY A		5461 CIRCLE DR	WEEKI WACHEE FL 34607-1408
94203	5455 CIRCLE DR	5455	CIRCLE	DR	WEEKI WACHEE	34607	HORSMAN PAUL, HORSMAN RICHARD J		1399 FOREST PKWY	LAKE CITY GA 30260-3424
94212	5449 CIRCLE DR	5449	CIRCLE	DR	WEEKI WACHEE	34607	MCMURPHY LARRY A, MCMURPHY SUSAN		5449 CIRCLE DR	WEEKI WACHEE FL 34607-1408
94221	5443 CIRCLE DR	5443	CIRCLE	DR	WEEKI WACHEE	34607	TAFELSKI THOMAS P TTEE		12841 66TH ST	LARGO FL 33773-1806
94230	5437 CIRCLE DR	5437	CIRCLE	DR	WEEKI WACHEE	34607	TAFELSKI THOMAS P TTEE		12841 66TH ST	LARGO FL 33773-1806
94249	5435 CIRCLE DR	5435	CIRCLE	DR	WEEKI WACHEE	34607	BARBER JIMMY O		5435 CIRCLE DR	WEEKI WACHEE FL 34607

94258	5421 CIRCLE DR	5421	CIRCLE	DR	WEEKI WACHEE	34607	FIN & TONIC PROPERTIES LLC		4218 61ST PL E	BRADENTON FL 34203-7040
94267	5419 CIRCLE DR	5419	CIRCLE	DR	WEEKI WACHEE	34607	WEEKI WACHEE SUGAR SHACK LLC		1498 42ND AVE N	ST PETERSBURG FL 33703-4434
94285	5403 CIRCLE DR	5403	CIRCLE	DR	WEEKI WACHEE	34607	WINTERLING TSYRLIN PARTNERS LLC		5704 PURITAN RD	TAMPA FL 33617-7723
94294	5401 CIRCLE DR	5401	CIRCLE	DR	WEEKI WACHEE	34607	PECO TYSON, PECO DANA E		4218 61ST PL E	BRADENTON FL 34203-7040
94301	5399 CIRCLE DR	5399	CIRCLE	DR	WEEKI WACHEE	34607	WOLFE MARITZA D, WOLFE WILLIAM K		5399 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94329	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	GREEN CATHERINE C, GREEN MICHAEL L		10911 SW 85TH CT	GAINESVILLE FL 32608-5858
94347	5381 CIRCLE DR	5381	CIRCLE	DR	WEEKI WACHEE	34607	BARBER JACQUELINE K		5381 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94356	5379 CIRCLE DR	5379	CIRCLE	DR	WEEKI WACHEE	34607	CORNEAL CHARLES F, CORNEAL JUDY D		PO BOX 127	AUBURNDALE FL 33823-0127
94365	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	BEST ROBERT E, BEST TERESA J		4925 TIMBERLAN ST	TAMPA FL 33624-6301
94374	5375 CIRCLE DR	5375	CIRCLE	DR	WEEKI WACHEE	34607	HALL ALLEN LORI D, ALLEN JOHN E		5375 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94383	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	WESTON MARK W, WESTON BARBARA A		340 BLANCA AVE	TAMPA FL 33606-3630
94392	5367 CIRCLE DR	5367	CIRCLE	DR	WEEKI WACHEE	34607	GORMAN FORREST		5367 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94409	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	NASSE JEFFERY J, NASSE GINA N		6300 70TH AVE N	PINELLAS PARK FL 33781-4054
94418	5363 CIRCLE DR	5363	CIRCLE	DR	WEEKI WACHEE	34607	COLLINS JOHN D LIFE ESTATE, COLLINS	CONSTANCE C LIFE ESTATE	5363 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94427	5361 CIRCLE DR	5361	CIRCLE	DR	WEEKI WACHEE	34607	5361 LLC		874 CANEBRAKE CT	THE VILLAGES FL 32162-2658
94436	5357 CIRCLE DR	5357	CIRCLE	DR	WEEKI WACHEE	34607	RYCZEK ELAINE D TTEE		5357 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94445	5353 CIRCLE DR	5353	CIRCLE	DR	WEEKI WACHEE	34607	COWART MICHAEL D, COWART DEBORAH J		5353 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94454	5351 CIRCLE DR	5351	CIRCLE	DR	WEEKI WACHEE	34607	RIVERSIDE INVESTMENTS LLC		8100 N FLORIDA AVE	TAMPA FL 33604-3002
94463	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	BKP PROPERTIES LLC		469 20TH AVE	INDIAN ROCKS BEACH FL 33785-2929
94472	5341 CIRCLE DR	5341	CIRCLE	DR	WEEKI WACHEE	34607	CIRCLE RIVER LODGE LLC		2738 TERRACE DR N	CLEARWATER FL 33759-1919
94481	5323 CIRCLE DR	5323	CIRCLE	DR	WEEKI WACHEE	34607	HUBER DONNA M, SULLIVAN DARLENE T		5323 CIRCLE DR	WEEKI WACHEE FL 34607-1406
94490	5319 CIRCLE DR	5319	CIRCLE	DR	WEEKI WACHEE	34607	NAGY MELISSA D TTEE		12139 OAKWOOD DR	HUDSON FL 34669-1212
94506	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	GINGRAS VERNON, GINGRAS JAMIE		205 23RD AVE SW	LARGO FL 33778-1727
94524	5303 CIRCLE DR	5303	CIRCLE	DR	WEEKI WACHEE	34607	LEAPLEY KATHY J		5588 S BLUEGILL WAY	FLORAL CITY FL 34436-2238
94533	5293 CIRCLE DR	5293	CIRCLE	DR	WEEKI WACHEE	34607	RATLEY CHARLES B LIFE ESTATE, RATLEY	BETH A LIFE ESTATE	11136 JENNY WREN RD	WEEKI WACHEE FL 34614-3109
94542	5285 CIRCLE DR	5285	CIRCLE	DR	WEEKI WACHEE	34607	HUDSON ROBERT W III, HUDSON MICHELLE L		4808 YELLOWSTONE DR	NEW PORT RICHEY FL 34655-4375
94551	0 CIRCLE DR	0	CIRCLE	DR	WEEKI WACHEE	34607	HUDSON ROBERT III, HUDSON MICHELLE		4808 YELLOWSTONE DR	NEW PORT RICHEY FL 34655-4375
94560	5261 CIRCLE DR	5261	CIRCLE	DR	WEEKI WACHEE	34607	CAMPBELL JENNIFER, FREUND LISA		7161 WESTWIND ST	WEEKI WACHEE FL 34607-1451
94579	7196 WESTWIND ST	7196	WESTWIND	ST	WEEKI WACHEE	34607	CP THREE LLC		7721 46TH WAY N	PINELLAS PARK FL 33781-3507
94588	5386 DARLENE ST	5386	DARLENE	ST	WEEKI WACHEE	34607	MAHONEY JOHN, MAHONEY MARGARET A		5386 DARLENE ST	WEEKI WACHEE FL 34607
94597	5414 DARLENE ST	5414	DARLENE	ST	WEEKI WACHEE	34607	HARDING BLAKE TTEE		10148 E MEADOW HILL DR	SCOTTSDALE AZ 85260-9217
94604	0 DARLENE ST	0	DARLENE	ST	WEEKI WACHEE	34607	CONE AMBER L		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
94882	5570 DARLENE ST	5570	DARLENE	ST	WEEKI WACHEE	34607	TURNER LESTER D, LEGOO RUBY C		5570 DARLENE ST	WEEKI WACHEE FL 34607-1517
94891	5574 DARLENE ST	5574	DARLENE	ST	WEEKI WACHEE	34607	THETARD DANIEL A, THETARD ANNE M		5574 DARLENE ST	WEEKI WACHEE FL 34607-1517
94908	5567 DARLENE ST	5567	DARLENE	ST	WEEKI WACHEE	34607	SUBER CHARLES, SUBER RUTH ANN		5567 DARLENE ST	WEEKI WACHEE FL 34607
95051	7180 ALGONQUIN ST	7180	ALGONQUIN	ST	WEEKI WACHEE	34607	MARTIN JOHN D		32716 WINDY OAK ST	SORRENTO FL 32776-8789
95060	7186 ALGONQUIN ST	7186	ALGONQUIN	ST	WEEKI WACHEE	34607	PLUMMER MICHAEL J TTEE, CRIST-PLUMMER	MICHELE S TTEE	7186 ALGONQUIN ST	WEEKI WACHEE FL 34607-1503
95079	7192 ALGONQUIN ST	7192	ALGONQUIN	ST	WEEKI WACHEE	34607	STOKES MICHEAL L TTEE, STOKES KATHY L	TTEE	7192 ALGONQUIN ST	WEEKI WACHEE FL 34607-1503
95088	7195 ALGONQUIN ST	7195	ALGONQUIN	ST	WEEKI WACHEE	34607	NEWBEGIN JAMIE L		7195 ALGONQUIN ST	WEEKI WACHEE FL 34607-1504
95097	7191 ALGONQUIN ST	7191	ALGONQUIN	ST	WEEKI WACHEE	34607	SHAHEEN CHRISTOPHER D		PO BOX 175	DADE CITY FL 33526-0175
95104	0 ALGONQUIN ST	0	ALGONQUIN	ST	WEEKI WACHEE	34607	KOENIG STEVEN R		4510 SIERRA MORENA AVE	CARLSBAD CA 92010-2833
95202	5419 DARLENE ST	5419	DARLENE	ST	WEEKI WACHEE	34607	MJOLNIR 33 REALTY LLC		1883 W ROYAL HUNTE DR STE 200A	CEDAR CITY UT 84720-4000
95211	5421 GAY ST	5421	GAY	ST	WEEKI WACHEE	34607	CRONIN DANIEL S, CRONIN ROBYN E		5421 GAY ST	WEEKI WACHEE FL 34607-1522
95220	0 GAY ST	0	GAY	ST	WEEKI WACHEE	34607	HUNTER SAM LIFE ESTATE		4208 N ALBANY AVE	TAMPA FL 33607-6504
95239	0 GAY ST	0	GAY	ST	WEEKI WACHEE	34607	MAHONY JOHN, MAHONY MARGARET A		145 IRWIN ST W	SAFETY HARBOR FL 34695-2241
95248	0 GAY ST	0	GAY	ST	WEEKI WACHEE	34607	MAHONY JOHN, MAHONY MARGARET A		145 IRWIN ST W	SAFETY HARBOR FL 34695-2241
95257	0 DARLENE ST	0	DARLENE	ST	WEEKI WACHEE	34607	MAHONEY JOHN, MAHONEY MARGARET A		5386 DARLENE ST	WEEKI WACHEE FL 34607
95275	5468 RAMADA ST	5468	RAMADA	ST	WEEKI WACHEE	34607	CLOVIS ESTATES LLC		183 OSPREY HAMMOCK TRL	SANFORD FL 32771-8116
95284	5476 RAMADA ST	5476	RAMADA	ST	WEEKI WACHEE	34607	FAUSTINO LINDA, FAUSTINO ROBERT		5820 80TH TER N	PINELLAS PARK FL 33781-2225
95293	5484 RAMADA ST	5484	RAMADA	ST	WEEKI WACHEE	34607	FAUSTINO LINDA, FAUSTINO ROBERT		5820 80TH TER N	PINELLAS PARK FL 33781-2225
95300	5488 RAMADA ST	5488	RAMADA	ST	WEEKI WACHEE	34607	PLUNKETT DAVID G		11925 STATE ROAD 471	WEBSTER FL 33597-5109
95319	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	KNAPP STEVEN, KNAPP DEANNA		5510 RAMADA ST	WEEKI WACHEE FL 34607-1529
95328	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	BARLOW JOHN P TTEE		1326 S MADISON AVE	CLEARWATER FL 33756-3526
95337	5510 RAMADA ST	5510	RAMADA	ST	WEEKI WACHEE	34607	KNAPP STEVEN, KNAPP DEANNA		5510 RAMADA ST	WEEKI WACHEE FL 34607-1529
95346	5518 RAMADA ST	5518	RAMADA	ST	WEEKI WACHEE	34607	VILLAVICENCIO NELY NIDA, VILLAVICENCIO	FEDERICO	1501 BASS BLVD	DUNEDIN FL 34698-4341
95355	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	MURPHY JONATHAN S, MURPHY CATHY		5524 RAMADA ST	WEEKI WACHEE FL 34607-1529
95364	5530 RAMADA ST	5530	RAMADA	ST	WEEKI WACHEE	34607	SLW RIVERFRONT INVESTMENTS LLC		21 BRIDGEWATER DR	WINTER HAVEN FL 33884-3005
95373	5538 RAMADA ST	5538	RAMADA	ST	WEEKI WACHEE	34607	HOWELL LAWRENCE D CO-TTEE, HARPER	SHIRLEY L CO-TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
95382	5544 RAMADA ST	5544	RAMADA	ST	WEEKI WACHEE	34607	HOWELL LAWRENCE D CO-TTEE, HARPER	SHIRLEY L CO-TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
95391	5554 RAMADA ST	5554	RAMADA	ST	WEEKI WACHEE	34607	HOWELL LAWRENCE D TTEE, HOWELL SHIRLEY L	TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
95408	5558 RAMADA ST	5558	RAMADA	ST	WEEKI WACHEE	34607	HOWELL LAWRENCE D TTEE, HOWELL SHIRLEY L	TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
95417	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	HOWELL LAWRENCE D TTEE, HARPER SHIRLEY L	TTEE	5558 RAMADA ST	WEEKI WACHEE FL 34607-1529
95426	5568 RAMADA ST	5568	RAMADA	ST	WEEKI WACHEE	34607	OBRIEN MICHAEL E, OBRIEN SUSAN K		7242 WIMBERLY CT	WEEKI WACHEE FL 34607-1554
95435	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	BORICHAPI LLC		5572 RAMADA ST	WEEKI WACHEE FL 34607-1529
95444	0 RAMADA ST	0	RAMADA	ST	WEEKI WACHEE	34607	BARLOW JOHN P TTEE		1326 S MADISON AVE	CLEARWATER FL 33756-3526
95453	5582 RAMADA ST	5582	RAMADA	ST	WEEKI WACHEE	34607	LAROCHE MARK W, SHEPHERD WILLIAM		5787 VIOLA RD	VENICE FL 34293-6708
95462	5586 RAMADA ST	5586	RAMADA	ST	WEEKI WACHEE	34607	PRATER OWEN J TTEE, PRATER LINDA G TTEE		5586 RAMADA ST	WEEKI WACHEE FL 34607-1529
95471	5588 RAMADA ST	5588	RAMADA	ST	WEEKI WACHEE	34607	DEINNOCENTIIS STEVEN CO-TTEE,	DEINNOCENTIIS DAWN M CO-TTEE	5588 RAMADA ST	WEEKI WACHEE FL 34607-1529
95499	5606 RAMADA ST	5606	RAMADA	ST	WEEKI WACHEE	34607	OBRIEN JAMES, OBRIEN SARAH		5606 RAMADA ST	WEEKI WACHEE FL 34607-1531
95505	5608 RAMADA ST	5608	RAMADA	ST	WEEKI WACHEE	34607	HOTTLE THOMAS		4015 W KNIGHTS GRIFFIN RD	PLANT CITY FL 33565-3891
95514	7300 SHOAL LINE BLVD APT 1	7300	SHOAL LINE	BLVD	WEEKI WACHEE	34607	YUMLIFE VENTURES LLC		7300 SHOAL LINE BLVD	WEEKI WACHEE FL 34607-1541
95523	7267 WIMBERLY CT	7267	WIMBERLY	CT	WEEKI WACHEE	34607	CEBALLAS RICHARD M		7270 WIMBERLY CT	WEEKI WACHEE FL 34607-1554
95532	7263 WIMBERLY CT	7263	WIMBERLY	CT	WEEKI WACHEE	34607	ROOKS RICKY L, ROOKS CHERIE L		2303 EDITH DELANEY LN	PLANT CITY FL 33565-6204
95541	7257 WIMBERLY CT	7257	WIMBERLY	CT	WEEKI WACHEE	34607	WETHERINGTON KEITH, CARLSEN DONNA		7257 WIMBERLY CT	WEEKI WACHEE FL 34607
95550	7253 WIMBERLY CT	7253	WIMBERLY	CT	WEEKI WACHEE	34607	OLOUGHLIN KERRY		117 W 92ND ST APT 5A	NEW YORK NY 10025-7550
95569	7247 WIMBERLY CT	7247	WIMBERLY	CT	WEEKI WACHEE	34607	SHALLCROSS HERBERT		7247 WIMBERLY CT	WEEKI WACHEE FL 34607-1555
95578	7243 WIMBERLY CT	7243	WIMBERLY	CT	WEEKI WACHEE	34607	BRAWNER SHAWN M, LESINSKI MELINDA J		141 HEATHERPOINT DR	LAKELAND FL 33809-3938
95587	7242 WIMBERLY CT	7242	WIMBERLY	CT	WEEKI WACHEE	34607	OBRIEN MICHAEL E, OBRIEN SUSAN K		7242 WIMBERLY CT	WEEKI WACHEE FL 34607-1554
95596	7248 WIMBERLY CT	7248	WIMBERLY	CT	WEEKI WACHEE	34607	SHARPE PATRICK, SHARPE NANCY		14442 NUGENT CIR	SPRING HILL FL 34609-5474
95603	0 WIMBERLY CT	0	WIMBERLY	CT	WEEKI WACHEE	34607	MONTAGUE BRIAN J, MONTAGUE LINDSEY A		19806 WETHERBY LN	LUTZ FL 33549-9328
95612	7260 WIMBERLY CT	7260	WIMBERLY	CT	WEEKI WACHEE	34607	THOMPSON JANICE M LIFE ESTATE		136 E KLUBERTANZ DR	SUN PRAIRIE WI 53590-1449
95621	7266 WIMBERLY CT	7266	WIMBERLY	CT	WEEKI WACHEE	34607	DOUGLAS ELLA M		8631 WALLINGS RD	NORTH ROYALTON OH 44133-2931
95630	7270 WIMBERLY CT	7270	WIMBERLY	CT	WEEKI WACHEE	34607	CEBALLOS RICHARD M		7270 WIMBERLY CT	WEEKI WACHEE FL 34607-1554
95649	7274 WIMBERLY CT	7274	WIMBERLY	CT	WEEKI WACHEE	34607	BAY AREA PROPERTY HOLDINGS LLC		2653 BRUCE B DOWNS BLVD # 108-195	WESLEY CHAPEL FL 33544-9206
95658	7280 WIMBERLY CT	7280	WIMBERLY	CT	WEEKI WACHEE	34607	DEBUSSCHERE PAUL RENE TTEE, DEBUSSCHERE	KIM LESLIE TTEE	2055 TERRACE VIEW LN	SPRING HILL FL 34606-3282
95667	7287 COVENTRY CT	7287	COVENTRY	CT	WEEKI WACHEE	34607	KELLER BRADLEY J		7288 COVENTRY CT	WEEKI WACHEE FL 34607-1509
95676	7283 COVENTRY CT	7283	COVENTRY	CT	WEEKI WACHEE	34607	SILCOX RICHARD A		11214 154TH AVE CT E	PUYALLUP WA 98374-2064
95685	0 COVENTRY CT	0	COVENTRY	CT	WEEKI WACHEE	34607	LEWIS JUDY A TTEE		7279 COVENTRY CT	SPRING HILL FL 34607-1510
95694	7279 COVENTRY CT	7279	COVENTRY	CT	WEEKI WACHEE	34607	LEWIS JUDY A LIFE ESTATE		7279 COVENTRY CT	SPRING HILL FL 34607-1510

95701	7275	COVENTRY	CT	WEEKI WACHEE	34607	LOWE THOMAS, LOWE MELISA		907 KEELING ST	BROOKSVILLE FL 34601-1006
95710	0	COVENTRY	CT	WEEKI WACHEE	34607	ARCHIBALD STEVEN A CO-TTEE, ARCHIBALD	ALICE E CO-TTEE	8402 SHAW RD	BROOKSVILLE FL 34602-5415
95738	7245	COVENTRY	CT	WEEKI WACHEE	34607	RMCC HOLDINGS INC TTEE, 7245 COVENTRY CT	TRUST	2814 LINTHICUM PL	TAMPA FL 33618-4011
95747	7239	COVENTRY	CT	WEEKI WACHEE	34607	BOYLE SUSAN L		7239 COVENTRY CT	WEEKI WACHEE FL 34607-1510
95756	7240	COVENTRY	CT	WEEKI WACHEE	34607	COBIAN DAWN, COBIAN SERGIO		5104 ABBONMARSH CIR	BROOKSVILLE FL 34604-9103
95765	7248	COVENTRY	CT	WEEKI WACHEE	34607	ESPINET ALEX, ESPINET-PORTELL JENNIFER		15548 SW 152ND LN	MIAMI FL 33187-5464
95783	7260	COVENTRY	CT	WEEKI WACHEE	34607	ALBINO KAREN S		19037 FISHERMANS BEND DR	LUTZ FL 33558-9754
95792	7268	COVENTRY	CT	WEEKI WACHEE	34607	DUGGAN NICHOLAS, STALLINGS ALLISON		4120 BARBOUR TRL	ODESSA FL 33556-4137
95818	7288	COVENTRY	CT	WEEKI WACHEE	34607	KELLER TAMMY LIFE ESTATE		7288 COVENTRY CT	WEEKI WACHEE FL 34607-1509
96121	5417	TEAL	DR	WEEKI WACHEE	34607	ANDERSON NILS W LIFE ESTATE, ANDERSON	JEAN W LIFE ESTATE	2894 MONKTON RD	VERGENNES VT 05491-9793
96130	5411	TEAL	DR	WEEKI WACHEE	34607	VACR LLC		16823 US HIGHWAY 19	HUDSON FL 34667-4318
96149	0	TEAL	DR	WEEKI WACHEE	34607	VACR LLC		16823 US HIGHWAY 19	HUDSON FL 34667-4318
96158	5395	TUSCAWILLA	DR	WEEKI WACHEE	34607	STUNKARD DAVID R		1712 DEANNA DR	APOPKA FL 32703-4792
96167	5391	TUSCAWILLA	DR	WEEKI WACHEE	34607	SMITH LAINE		11833 TEE TIME CIR	NEW PORT RICHEY FL 34654-6233
96176	5385	TUSCAWILLA	DR	WEEKI WACHEE	34607	HUDSON ROBERT W, HUDSON MICHELLE L		4808 YELLOWSTONE DR	NEW PORT RICHEY FL 34655-4375
96185	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	TEAL REED, TEAL JULIE		2648 CLUBHOUSE DR N	CLEARWATER FL 33761-2711
96194	5373	TUSCAWILLA	DR	WEEKI WACHEE	34607	COX JOHN E TTEE, COX DAWN M TTEE		19136 TYLER RD	ODESSA FL 33556-5242
96201	5369	TUSCAWILLA	DR	WEEKI WACHEE	34607	BORTZ JASON J, HILFIGER JONATHAN		2102 BAYSHORE DR	BELLEAIR BEACH FL 33786-3427
96210	5363	TUSCAWILLA	DR	WEEKI WACHEE	34607	ADKINS JANICE		4050 64TH ST N	ST PETERSBURG FL 33709-4838
96229	5355	TUSCAWILLA	DR	WEEKI WACHEE	34607	LOOKER JAMES D		5355 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1445
96238	5349	TUSCAWILLA	DR	WEEKI WACHEE	34607	PROSE GREGORY A, PROSE ALLISON		17 SALVIA CT W	HOMOSASSA FL 34446-5426
96247	5343	TUSCAWILLA	DR	WEEKI WACHEE	34607	KESSLER PHILIP P TTEE, KESSLER VERDA J	TTEE	5343 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1445
96256	5337	TUSCAWILLA	DR	WEEKI WACHEE	34607	KENNEDY SEAN, KENNEDY BRANDE		10705 FIREBRICK CT	TRINITY FL 34655-5032
96265	5331	TUSCAWILLA	CT	WEEKI WACHEE	34607	TORRENS RICHARD L, MUNN DANA LEE		5331 TUSCAWILLA CT	WEEKI WACHEE FL 34607-1412
96274	0	TUSCAWILLA	CT	WEEKI WACHEE	34607	THOMAS W WADE, THOMAS PRISCILLA G		4590 118TH AVE N	CLEARWATER FL 33762-4405
96283	5325	TUSCAWILLA	CT	WEEKI WACHEE	34607	JON CAMPBELL & ASSOCIATES INC		310 VALLEY ST	HENDERSONVILLE NC 28739-4814
96292	5319	TUSCAWILLA	CT	WEEKI WACHEE	34607	CENTER DANIEL J CO-TTEE LIFE ESTATE,	CENTER HEDWIG G CO-TTEE LIFE ESTATE	3234 58TH TER E	BRADENTON FL 34203-5380
96309	0	TUSCAWILLA	CT	WEEKI WACHEE	34607	COPPER INV LLC		7118 N HABANA AVE	TAMPA FL 33614-4365
96318	0	TUSCAWILLA	CT	WEEKI WACHEE	34607	COPPER INV INC		7118 N HABANA AVE	TAMPA FL 33614-4365
96327	5326	TUSCAWILLA	CT	WEEKI WACHEE	34607	J AND J PROPERTIES OF CENTRAL FL INC		16823 US HIGHWAY 19	HUDSON FL 34667-4318
96336	5293	TUSCAWILLA	DR	WEEKI WACHEE	34607	ERWIN MICHAEL J, ERWIN DENISE		5293 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
96345	5287	TUSCAWILLA	DR	WEEKI WACHEE	34607	COPE TRAVIS M, AMBLER CHRISTY L		5287 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
96354	5283	TUSCAWILLA	DR	WEEKI WACHEE	34607	COPE MICHAEL S, COPE JANE I		5283 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
96363	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	WELTE LAUREL L TTEE		13360 CHAMBORD ST	BROOKSVILLE FL 34613-6812
96372	5269	TUSCAWILLA	DR	WEEKI WACHEE	34607	WELTE LAUREL L TTEE		13360 CHAMBORD ST	BROOKSVILLE FL 34613-6812
96381	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	JACOBY WALTER P, JACOBY STACY L		1101 BURRISRIDGE DR	LAKELAND FL 33809-0886
96390	5259	TUSCAWILLA	DR	WEEKI WACHEE	34607	JACOBY DOROTHY A TTEE	C/O WALTER P JACOBY	1101 BURRISRIDGE DR	LAKELAND FL 33809-0886
96407	5249	TUSCAWILLA	DR	WEEKI WACHEE	34607	TONNESEN VERNON T, REINAGEL LOUISE,	TONNESEN STEVEN P, TONNESEN RUSSELL,	10885 SW 77TH CT	OCALA FL 34476-3716
96425	5233	TUSCAWILLA	DR	WEEKI WACHEE	34607	BROWN DAVID W, BROWN CHRISTINE D		2153 LAKE AVE SE	LARGO FL 33771-3722
96434	5225	TUSCAWILLA	DR	WEEKI WACHEE	34607	STRICKLAND DALE L TTEE, STRICKLAND	MARSHA P TTEE	116 ARIETTA SHORES DR	AUBURNDALE FL 33823-9551
96452	5217	TUSCAWILLA	DR	WEEKI WACHEE	34607	DAVIDSON KELLIE		5217 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
96461	5209	TUSCAWILLA	DR	WEEKI WACHEE	34607	TUTTLE DAVID S LIFE ESTATE		5209 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1442
96470	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	RYAN STEVEN M, RYAN WHITNEY K		2542 CLAYMORE ST	ODESSA FL 33556-4015
96489	5232	TUSCAWILLA	DR	WEEKI WACHEE	34607	ARROYO OSNAY, ARROYO OMAR		592 GEORGENE RD	HAINES CITY FL 33844-9025
96498	5242	TUSCAWILLA	DR	WEEKI WACHEE	34607	MAHONEY JOHN JOSEPH TTEE, MAHONEY	MICHELE MAUREEN TTEE	28531 BENNINGTON DR	WESLEY CHAPEL FL 33544-2827
96504	0	TUSCAWILLA	DR	WEEKI WACHEE	34607	HASPEL WILLIAM, HASPEL CONNIE		17902 LORETTA LN	LUTZ FL 33548-7952
96513	5278	TUSCAWILLA	DR	WEEKI WACHEE	34607	JL ELEVATED LP		25352 WESLEY CHAPEL BLVD	LUTZ FL 33559-7202
96522	5282	TUSCAWILLA	DR	WEEKI WACHEE	34607	SCHULTZ KENNETH		5282 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1441
96531	5288	TUSCAWILLA	DR	WEEKI WACHEE	34607	COPE MICHAEL S		5288 TUSCAWILLA DR	WEEKI WACHEE FL 34607
96540	5394	TUSCAWILLA	DR	WEEKI WACHEE	34607	FINNAMORE JOHN, ANDERSON COURTNEY		5394 TUSCAWILLA DR	WEEKI WACHEE FL 34607-1444
96559	5410	TEAL	DR	WEEKI WACHEE	34607	SOMMER VICKI		5410 TEAL DR	SPRING HILL FL 34607-1427
96568	5420	TEAL	DR	WEEKI WACHEE	34607	COLBECK ORDA K		3348 GREENWOOD DR	TRAVERSE CITY MI 49686-3816
96577	7240	WESTWIND	ST	WEEKI WACHEE	34607	SHANAHAN TROY		2986 GUARDIAN LN	NEENAH WI 54956-9012
96586	7250	WESTWIND	ST	WEEKI WACHEE	34607	DELIA DIANA LYNN		7250 WESTWIND ST	WEEKI WACHEE FL 34607-1454
96595	7254	WESTWIND	ST	WEEKI WACHEE	34607	MCCORTNEY LLC		123 RED CORAL DR	HENDERSON NV 89002-8273
96602	7272	WESTWIND	ST	WEEKI WACHEE	34607	FLINTOFF LEEANN, FLINTOFF LARRY		7263 WESTWIND ST	WEEKI WACHEE FL 34607-1455
96611	7223	TROPICAL	DR	WEEKI WACHEE	34607	MESSER CASEY, MESSER MICHELLE		3327 LAKE PADGETT DR	LAND O LAKES FL 34639-4504
96620	7231	TROPICAL	DR	WEEKI WACHEE	34607	ROSE DAVID M SR		7777 46TH AVE N LOT 75	SAINT PETERSBURG FL 33709-2442
96639	7233	TROPICAL	DR	WEEKI WACHEE	34607	ANDREWS TAYLOR, ANDREWS JODI		2301 34TH ST N	ST PETERSBURG FL 33713-3613
96648	0	TROPICAL	DR	WEEKI WACHEE	34607	SMITH RICK A TTEE, SMITH JANE R TTEE		5353 SCHOOL RD	LAND O LAKES FL 34638-3603
96657	7243	TROPICAL	DR	WEEKI WACHEE	34607	CHWALIK WALTER J JR, CHWALIK JACKLYN A		3121 SATURN RD	BROOKSVILLE FL 34604-7032
96666	7247	TROPICAL	DR	WEEKI WACHEE	34607	BARKALOW WILLIAM A, HUGHES JULIE L		7247 TROPICAL DR	WEEKI WACHEE FL 34607-1430
96675	7251	TROPICAL	DR	WEEKI WACHEE	34607	BARRETT RONALD W, BARRETT NANCY J		7251 TROPICAL DR	WEEKI WACHEE FL 34607-1430
96684	7255	TROPICAL	DR	WEEKI WACHEE	34607	BSBZ HOLDINGS LLC	C/O NAPOLITANO LAW LLC	233 DELLA CT	SPRING HILL FL 34606-5358
96693	0	TROPICAL	DR	WEEKI WACHEE	34607	BSBZ HOLDINGS LLC	C/O NAPOLITANO LAW LLC	233 DELLA CT	SPRING HILL FL 34606-5358
96700	7263	TROPICAL	DR	WEEKI WACHEE	34607	PRICE DOUGLAS EDWARD		2318 LEES CT	BARTOW FL 33830-9757
96719	7267	TROPICAL	DR	WEEKI WACHEE	34607	PROSSER JANE		7267 TROPICAL DR	WEEKI WACHEE FL 34607-1430
96728	7271	TROPICAL	DR	WEEKI WACHEE	34607	MEYER JAMES R, MEYER DONNA J		7271 TROPICAL DR	WEEKI WACHEE FL 34607-1430
96737	7279	TROPICAL	DR	WEEKI WACHEE	34607	SMITH BRET D, SMITH CARLA L		19109 MERRY LN	LUTZ FL 33548-5025
96746	7283	TROPICAL	DR	WEEKI WACHEE	34607	SWENSON WILLIAM E, SWENSON TAMMY SUE		12433 102ND AVE	SEMINOLE FL 33778-3420
96755	7287	TROPICAL	DR	WEEKI WACHEE	34607	SWENSON WILLIAM E, SWENSON TAMMY SUE		12433 102ND AVE	SEMINOLE FL 33778-3420
96764	7291	TROPICAL	DR	WEEKI WACHEE	34607	REINOEHL JOSHUA		7291 TROPICAL DR	WEEKI WACHEE FL 34607-1430
96773	7295	TROPICAL	DR	WEEKI WACHEE	34607	SABIEL KEITH, SABIEL TIFFANY		6301 86TH AVE N	PINELLAS PARK FL 33782-4706
96782	7332	TROPICAL	DR	WEEKI WACHEE	34607	HARDING JANET L		7332 TROPICAL DR	WEEKI WACHEE FL 34607-1433
96791	0	TROPICAL	DR	WEEKI WACHEE	34607	CROSSLEY DONALD G, CROSSLEY PATRICIA A		8424 BEACHWOOD CT	SPRING HILL FL 34606-1103
96808	7322	TROPICAL	DR	WEEKI WACHEE	34607	FULTON DAVID L, FULTON JANICE M		7322 TROPICAL DR	WEEKI WACHEE FL 34607-1433
96817	7316	TROPICAL	DR	WEEKI WACHEE	34607	FULTON DAVID L, FULTON JANICE M		7322 TROPICAL DR	WEEKI WACHEE FL 34607-1433
96835	0	TROPICAL	DR	WEEKI WACHEE	34607	GORDON BELCHER PROPERTIES INC		1302 PENNSYLVANIA AVE	PALM HARBOR FL 34683-4132
96853	7290	TROPICAL	DR	WEEKI WACHEE	34607	SEABERG ROBERT G, C/O SEABERG BUILDERS,	SEABERG JEANNE S, C/O SEABERG BUILDERS	5440 MARINER ST STE 100	TAMPA FL 33609-3467
96862	7295	SUNFISH	CIR	WEEKI WACHEE	34607	TACKUS JASON, TACKUS LISA		12504 WEXFORD HILLS RD	RIVERVIEW FL 33569-6429
96880	7311	SUNFISH	CIR	WEEKI WACHEE	34607	LEWIS LINDA M, WILLIAMSON DONALD		7311 SUNFISH CIR	WEEKI WACHEE FL 34607-1426
96899	7319	SUNFISH	CIR	WEEKI WACHEE	34607	CARROLL BARBARA A		7319 SUNFISH CIR	WEEKI WACHEE FL 34607-1426
96924	7331	SUNFISH	CIR	WEEKI WACHEE	34607	MICNIC-WEEKI WACHEE LLC		4916 CANEY CT	PORT RICHEY FL 34668-6233
96960	7336	SUNFISH	CIR	WEEKI WACHEE	34607	WEAVER DANNY T LIFE ESTATE, WEAVER	SHANNA F LIFE ESTATE	7336 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
96979	7332	SUNFISH	CIR	WEEKI WACHEE	34607	BRAUN NICHOLAS K, BRAUN CANDICE M		111 SEASES CIR	LEXINGTON SC 29072-8972
96988	7326	SUNFISH	CIR	WEEKI WACHEE	34607	MOSER PETER III, MOSER PATRICIA		3921 SW 5TH AVE	OCALA FL 34471-8416
96997	7320	SUNFISH	CIR	WEEKI WACHEE	34607	SAGE CYLE E, ZIPF MANDY LYNN		206 MEHLENBACHER RD	BELLEAIR FL 33756-1630
97004	7314	SUNFISH	CIR	WEEKI WACHEE	34607	MCALLISTER GEORGE, MCALLISTER EILEEN		7314 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
97013	7310	SUNFISH	CIR	WEEKI WACHEE	34607	SEABERG ROBERT G, SEABERG JEANNE S		4530 HENDERSON BLVD	TAMPA FL 33629-6510

97022 0 SUNFISH CIR	0	SUNFISH	CIR	WEEKI WACHEE	34607	NEASE DAVID S, NEASE CATHERINE J		148 WERTZ DR	LARGO FL 33771-1047
97031 7300 SUNFISH CIR	7300	SUNFISH	CIR	WEEKI WACHEE	34607	HILL PAUL A, HILL LAURA A		7300 SUNFISH CIR	WEEKI WACHEE FL 34607-1425
97040 7294 SUNFISH CIR	7294	SUNFISH	CIR	WEEKI WACHEE	34607	SANTILLI DANNY J		7294 SUNFISH CIR	WEEKI WACHEE FL 34607-1423
97059 7274 TROPICAL DR	7274	TROPICAL	DR	WEEKI WACHEE	34607	LASSETT TIMOTHY P		15832 BEREA DR	ODESSA FL 33556-3040
97086 7266 TROPICAL DR	7266	TROPICAL	DR	WEEKI WACHEE	34607	UZUNBOYLU JAYLAUN		7266 TROPICAL DR	WEEKI WACHEE FL 34607-1429
97095 7264 TROPICAL DR	7264	TROPICAL	DR	WEEKI WACHEE	34607	BARBER DENNIS, BARBER LINDSAY		9717 SKEWLEE RD	THONOTOSASSA FL 33592-3205
97102 7260 TROPICAL DR	7260	TROPICAL	DR	WEEKI WACHEE	34607	HOTTLE THOMAS, HOTTLE STACIA		4015 W KNIGHTS GRIFFIN RD	PLANT CITY FL 33565-3891
97111 7258 TROPICAL DR	7258	TROPICAL	DR	WEEKI WACHEE	34607	TRUMP WILLIAM F, TRUMP AIMEE S		2292 HANNAH WAY S	DUNEDIN FL 34698-9451
97120 7254 TROPICAL DR	7254	TROPICAL	DR	WEEKI WACHEE	34607	HODGES GARY A, HODGES JEFFREY R		7254 TROPICAL DR	WEEKI WACHEE FL 34607-1429
97139 7250 TROPICAL DR	7250	TROPICAL	DR	WEEKI WACHEE	34607	HUCHRO JOSEPH C	C/O JOSEPH HUCHRO WHOLESALE JE, HUCHRO	22916 SONOMA LN	LUTZ FL 33549-9340
97148 7238 TROPICAL DR	7238	TROPICAL	DR	WEEKI WACHEE	34607	GLAZE CHARLES A, GLAZE CYNTHIA D		7238 TROPICAL DR	WEEKI WACHEE FL 34607-1429
97166 7222 TROPICAL DR	7222	TROPICAL	DR	WEEKI WACHEE	34607	KENNEDY BRANDE		10705 FIREBRICK CT	TRINITY FL 34655-5032
97175 7299 TROPICAL DR	7299	TROPICAL	DR	WEEKI WACHEE	34607	MORTON BRUCE H TTEE, TENNEY-KATE MCBRIDE	TTEE	7299 TROPICAL DR	WEEKI WACHEE FL 34607-1432
97184 7305 TROPICAL DR	7305	TROPICAL	DR	WEEKI WACHEE	34607	ROGERS MAUREEN		7305 TROPICAL DR	WEEKI WACHEE FL 34607-1434
97193 7311 TROPICAL DR	7311	TROPICAL	DR	WEEKI WACHEE	34607	RUSSO PATRICIA H		4807 N RIVER BLVD	TAMPA FL 33603
97200 7315 TROPICAL DR	7315	TROPICAL	DR	WEEKI WACHEE	34607	ALLEN KERRI ANN		7315 TROPICAL DR	WEEKI WACHEE FL 34607
97219 5316 TROPICAL PT	5316	TROPICAL	PT	WEEKI WACHEE	34607	HERNAN MARGARET J TRUSTEE, SABIEL KEITH	V, SABIEL TAMBRENIA J	6095 90TH AVE	PINELLAS PARK FL 33782-4807
97228 5310 TROPICAL PT	5310	TROPICAL	PT	WEEKI WACHEE	34607	STOKES LISA LONG		5310 TROPICAL PT	WEEKI WACHEE FL 34607-1437
97237 0 TROPICAL PT	0	TROPICAL	PT	WEEKI WACHEE	34607	HARTLEY JAMES D		7203 TROPICAL	WEEKI WACHEE FL 34607-1437
97246 5296 TROPICAL PT	5296	TROPICAL	PT	WEEKI WACHEE	34607	AKA RIVER RETREAT LLC		2240 CYPRESS HOLLOW CT	SAFETY HARBOR FL 34695-5517
97255 5292 TROPICAL PT	5292	TROPICAL	PT	WEEKI WACHEE	34607	DELL CAROL H CO-TTEE, DELL RALPH C JR	CO-TTEE	1309 N RIVERHILLS DR	TEMPLE TERRACE FL 33617-4247
97264 5286 TROPICAL PT	5286	TROPICAL	PT	WEEKI WACHEE	34607	WELVAERT GREGORY J, WELVAERT TAMIKO		8905 LINEBROOK DR	TRINITY FL 34655-5319
97273 5280 TROPICAL PT	5280	TROPICAL	PT	WEEKI WACHEE	34607	WELVAERT MARK, WELVAERT CELENITA		5280 TROPICAL PT	WEEKI WACHEE FL 34607-1435
97282 5272 TROPICAL PT	5272	TROPICAL	PT	WEEKI WACHEE	34607	FALCON FIVE LLC, GACIO PETER E		1800 DOLPHIN BLVD S	SAINT PETERSBURG FL 33707-3808
97291 5266 TROPICAL PT	5266	TROPICAL	PT	WEEKI WACHEE	34607	BROWN DAVID W, BROWN CHRISTINE D		2153 LAKE AVE SE	LARGO FL 33771-3722
97317 5258 TROPICAL PT	5258	TROPICAL	PT	WEEKI WACHEE	34607	BASSFORD LEE R LIFE ESTATE		3921 MOSSY OAK DR	LAKELAND FL 33810-5404
97326 5244 TROPICAL PT	5244	TROPICAL	PT	WEEKI WACHEE	34607	SMITH MONROE TTEES, SMITH FLORRIE TTEES		5244 TROPICAL PT	WEEKI WACHEE FL 34607-1435
97344 0 TROPICAL PT	0	TROPICAL	PT	WEEKI WACHEE	34607	STEIN JOSHUA A, STEIN STEVEN M, COLLINS	HOLLY S, GOULET KAYLYN S	13656 ARTESA BELL DR	RIVERVIEW FL 33579-2396
97353 5247 TROPICAL PT	5247	TROPICAL	PT	WEEKI WACHEE	34607	LONG GARY F LIFE ESTATE		5247 TROPICAL PT	WEEKI WACHEE FL 34607-1436
97362 5251 TROPICAL PT	5251	TROPICAL	PT	WEEKI WACHEE	34607	EASTON JOHN O, EASTON GLENDA L		997 N GLEBE RD	MONTROSS VA 22520-4005
97371 5253 TROPICAL PT	5253	TROPICAL	PT	WEEKI WACHEE	34607	MELLON ANDREW T		8543 LEACH RD	CONNEAUT LAKE PA 16316-1835
97399 5261 TROPICAL PT	5261	TROPICAL	PT	WEEKI WACHEE	34607	MILLER GLENN JR, MORIN NICOLE		5261 TROPICAL PT	WEEKI WACHEE FL 34607-1436
97406 5285 TROPICAL PT	5285	TROPICAL	PT	WEEKI WACHEE	34607	GUADA MARCO ANTONIO, GUADA MANUEL,	MARTINEZ ELIANA	5285 TROPICAL PT	WEEKI WACHEE FL 34607-1436
97424 0 TROPICAL PT	0	TROPICAL	PT	WEEKI WACHEE	34607	HERNANDO COUNTY		20 N MAIN ST RM 263	BROOKSVILLE FL 34601
97433 5299 TROPICAL PT	5299	TROPICAL	PT	WEEKI WACHEE	34607	KNIGHTON CHRISTOPHER S, KNIGHTON	CHRISTINE M	3300 SAN BERNADINO ST	CLEARWATER FL 33759-3619
97442 5303 TROPICAL PT	5303	TROPICAL	PT	WEEKI WACHEE	34607	VINCIGUERRA JOHN M		5303 TROPICAL PT	WEEKI WACHEE FL 34607-1438
97451 5315 TROPICAL PT	5315	TROPICAL	PT	WEEKI WACHEE	34607	GAUSE CAROLYN LIFE ESTATE, GAUSE ROY C	LIFE ESTATE	5315 TROPICAL PT	WEEKI WACHEE FL 34607
97460 0 TROPICAL DR	0	TROPICAL	DR	WEEKI WACHEE	34607	PLYLER GARY D TTEE LIFE ESTATE, PLYLER	BONNIE TTEE LIFE ESTATE	1550 CLEVELAND ST	CLEARWATER FL 33755-6003
97479 7323 TROPICAL DR	7323	TROPICAL	DR	WEEKI WACHEE	34607	EVERSOLL JAMES D, EVERSOLL EMILY S		7323 TROPICAL DR	WEEKI WACHEE FL 34607-1400
97488 6773 E RICHARD DR	6773 E	RICHARD	DR	WEEKI WACHEE	34607	PAIGE GAYLE L TTEE		PO BOX 104	WENTWORTH NH 03282-0104
97503 6781 E RICHARD DR	6781 E	RICHARD	DR	WEEKI WACHEE	34607	MCKINLEY ACOSTA LOI, MCKINLEY DENISE		731 JAVA RD	COCOA BEACH FL 32931-3074
97512 6785 E RICHARD DR	6785 E	RICHARD	DR	WEEKI WACHEE	34607	HUNT LISA B		6785 E RICHARD RD	WEEKI WACHEE FL 34607-1600
97530 6795 E RICHARD DR	6795 E	RICHARD	DR	WEEKI WACHEE	34607	6795 E RICHARD DR LLC		1400 NW 46TH ST	FT LAUDERDALE FL 33309-3766
97549 6801 E RICHARD DR	6801 E	RICHARD	DR	WEEKI WACHEE	34607	NAPP JEROME P, NAPP PAMELA M		6895 E RICHARD DR	WEEKI WACHEE FL 34607
97558 6807 E RICHARD DR	6807 E	RICHARD	DR	WEEKI WACHEE	34607	CURRY KEVIN J TTEE, CURRY SONYA L TTEE		6807 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97567 6813 E RICHARD DR	6813 E	RICHARD	DR	WEEKI WACHEE	34607	GIOVE ROBERT C, GIOVE ROBIN J		3731 BRAEMERE DR	SPRING HILL FL 34609-0677
97585 6821 E RICHARD DR	6821 E	RICHARD	DR	WEEKI WACHEE	34607	WHITE RONDA J, WILLIAMS PHILIP Y		2024 HEATHER ST	MOUNT DORA FL 32757-6417
97594 6833 E RICHARD DR	6833 E	RICHARD	DR	WEEKI WACHEE	34607	6833 E RICHARD DR LLC		1400 NW 46TH ST	FT LAUDERDALE FL 33309-3766
97601 6839 E RICHARD DR	6839 E	RICHARD	DR	WEEKI WACHEE	34607	DAVIDSON ROBERT W		6839 E RICHARD DR	SPRING HILL FL 34607-1640
97610 6841 E RICHARD DR	6841 E	RICHARD	DR	WEEKI WACHEE	34607	HERNANDO LOPEZ PEDRO		8755 SW 96TH ST	MIAMI FL 33176-2411
97629 6845 E RICHARD DR	6845 E	RICHARD	DR	WEEKI WACHEE	34607	BROCK KENNETH W LIFE ESTATE, BROCK MYRA	L LIFE ESTATE	16517 COUNTY ROAD 250	LIVE OAK FL 32060-5450
97638 6857 E RICHARD DR	6857 E	RICHARD	DR	WEEKI WACHEE	34607	BROWN STEVEN R, BROWN SHELLAINE K		6857 E RICHARD DR	WEEKI WACHEE FL 34607
97647 6861 E RICHARD DR	6861 E	RICHARD	DR	WEEKI WACHEE	34607	BROWN STEVEN R, BROWN SHELLAINE K		6861 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97656 6867 E RICHARD DR	6867 E	RICHARD	DR	WEEKI WACHEE	34607	GRIFFITH DAVID N TTEE LIFE ESATE,	EDMONDSON SUSAN H TTEE LIFE ESATE	6867 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97665 6873 E RICHARD DR	6873 E	RICHARD	DR	WEEKI WACHEE	34607	SANFORD DAVID K		6873 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97674 6879 E RICHARD DR	6879 E	RICHARD	DR	WEEKI WACHEE	34607	NORRHED KLAS		10206 TARPON DR	TREASURE ISLAND FL 33706-3125
97683 6885 E RICHARD DR	6885 E	RICHARD	DR	WEEKI WACHEE	34607	SUMNER WILLIE D		6885 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97692 6895 E RICHARD DR	6895 E	RICHARD	DR	WEEKI WACHEE	34607	NAPP JEROME P, NAPP PAMELA M		6895 E RICHARD DR	WEEKI WACHEE FL 34607-1640
97709 6901 E RICHARD DR	6901 E	RICHARD	DR	WEEKI WACHEE	34607	MORRIS BENNY A TTEE		11329 5TH AVENUE OCEAN	MARATHON FL 33050-3430
97718 6915 E RICHARD DR	6915 E	RICHARD	DR	WEEKI WACHEE	34607	MORRIS BENNY A TTEE		11329 5TH AVENUE OCEAN	MARATHON FL 33050-3430
97736 0 E RICHARD DR	0 E	RICHARD	DR	WEEKI WACHEE	34607	ECHEVERRI GILBERT A JR		16268 CHEROKEE RD	BROOKSVILLE FL 34601-4253
97745 0 E RICHARD DR	0 E	RICHARD	DR	WEEKI WACHEE	34607	ECHEVERRI GILBERT A JR		16268 CHEROKEE RD	BROOKSVILLE FL 34601-4253
97754 0 E RICHARD DR	0 E	RICHARD	DR	WEEKI WACHEE	34607	SWEATLAND DOUG, CUDD SHEILA		10550 FAWN DR	NEW PORT RICHEY FL 34654-1406
97763 6957 E RICHARD DR	6957 E	RICHARD	DR	WEEKI WACHEE	34607	PAISNER KENNETH		6957 E RICHARD DR	WEEKI WACHEE FL 34607-1650
97772 6961 E RICHARD DR	6961 E	RICHARD	DR	WEEKI WACHEE	34607	DEMEYER DEVELOPMENT LLC		17430 CEDARWOOD LOOP	LUTZ FL 33558-5240
97781 6975 E RICHARD DR	6975 E	RICHARD	DR	WEEKI WACHEE	34607	PAULK C THOMAS		18527 HOLLYHOCK DR	HUDSON FL 34667-6328
97790 6981 E RICHARD DR	6981 E	RICHARD	DR	WEEKI WACHEE	34607	KUKA TRACEY A TTEE		20139 BOWMAN RD	SPRING HILL FL 34610-2103
97807 6991 E RICHARD DR	6991 E	RICHARD	DR	WEEKI WACHEE	34607	INGLE JOEL		6991 E RICHARD DR	WEEKI WACHEE FL 34607-1650
97825 6999 E RICHARD DR	6999 E	RICHARD	DR	WEEKI WACHEE	34607	6999 EAST RICHARD DR LLC		18221 MONTOUR DR	HUDSON FL 34667-8457
97834 6411 W RICHARD DR	6411 W	RICHARD	DR	WEEKI WACHEE	34607	RASCO JESSICA K, RASCO HEATH P, HALE	LISA, HEATH CHRISTIAN P	6411 W RICHARD DR	WEEKI WACHEE FL 34607-1629
97843 6415 W RICHARD DR	6415 W	RICHARD	DR	WEEKI WACHEE	34607	BAYS JOHN C, BAYS MARILYN R		4522 NOTTOWAY DR	LEESBURG FL 34748-7870
97852 6419 W RICHARD DR	6419 W	RICHARD	DR	WEEKI WACHEE	34607	CRIMMINS ANDREW, CRIMMINS AMY		6419 W RICHARD DR	WEEKI WACHEE FL 34607-1629
97861 6423 W RICHARD DR	6423 W	RICHARD	DR	WEEKI WACHEE	34607	SMITH KENNETH P LIFE ESTATE		6423 W RICHARD DR	WEEKI WACHEE FL 34607-1629
97870 6427 W RICHARD DR	6427 W	RICHARD	DR	WEEKI WACHEE	34607	6427 W RICHARD DRIVE LLC		1400 NW 46TH ST	FT LAUDERDALE FL 33309-3766
97889 6431 W RICHARD DR	6431 W	RICHARD	DR	WEEKI WACHEE	34607	VOEGELIN ALVARD M JR, VOEGELIN ANNA K		6431 W RICHARD DR	WEEKI WACHEE FL 34607-1629
97898 6435 W RICHARD DR	6435 W	RICHARD	DR	WEEKI WACHEE	34607	ALBRECHT TAMMERA L, ALBRECHT CHARLES A		OBERE FLUR 33	67685 ERZENHAUYSEN
97905 6439 W RICHARD DR	6439 W	RICHARD	DR	WEEKI WACHEE	34607	BERTRAND DAVID PASCAL		6970 DELMONICO DR	COLORADO SPRINGS CO 80919-1354
97914 6449 W RICHARD DR	6449 W	RICHARD	DR	WEEKI WACHEE	34607	SABIEL KEITH V, SABIEL TAMBRENIA, HERMAN	MARGARET J TRUSTEE	6095 90TH AVE	PINELLAS PARK FL 33782-4807
97923 6455 W RICHARD DR	6455 W	RICHARD	DR	WEEKI WACHEE	34607	DELAWDER WILLIAM, DELAWDER DENISE		7327 GAITHER RD	SYKESVILLE MD 21784-7116
97941 6459 W RICHARD DR	6459 W	RICHARD	DR	WEEKI WACHEE	34607	STELTENPOHL GERALD, STELTENPOHL VICTORIA		1218 PINE ST	KEWANEE IL 61443-2550
97950 6463 W RICHARD DR	6463 W	RICHARD	DR	WEEKI WACHEE	34607	KOENIG AISLINN F, KOENIG SCOTT A		6463 W RICHARD DR	WEEKI WACHEE FL 34607-1629
97978 6477 W RICHARD DR	6477 W	RICHARD	DR	WEEKI WACHEE	34607	JABBC TR FL LLC		3370 HYDRA DR	COLORADO SPRINGS CO 80906-0927
97996 6251 FINE ST	6251	FINE	ST	WEEKI WACHEE	34607	REGO LUIS, REGO ZUJEY		14441 SW 74TH ST	MIAMI FL 33183-2957
98003 6255 FINE ST	6255	FINE	ST	WEEKI WACHEE	34607	MELLON ROBERT M		6255 FINE ST	WEEKI WACHEE FL 34607
98012 6259 FINE ST	6259	FINE	ST	WEEKI WACHEE	34607	SPAGNOLO SHERI K STEIN, VERMEULEN PAUL J		6259 FINE ST	WEEKI WACHEE FL 34607-1616
98021 6265 FINE ST	6265	FINE	ST	WEEKI WACHEE	34607	JOHNSTON WINTERLING PARTNERS LLC		5704 PURITAN RD	TAMPA FL 33617-7723
98058 6275 FINE ST	6275	FINE	ST	WEEKI WACHEE	34607	RETIRE BY 50 LLC		5704 PURITAN RD	TAMPA FL 33617-7723
98067 6281 FINE ST	6281	FINE	ST	WEEKI WACHEE	34607	SWITZER CHRISTOPHER		520 N WEST ST	WOODLAND PARK CO 80863-3023
98076 0 FINE ST	0	FINE	ST	WEEKI WACHEE	34607	FOLEY JOHN R, FOLEY BETHANY A		640 BAYWAY BLVD APT 306	CLEARWATER BEACH FL 33767-2605

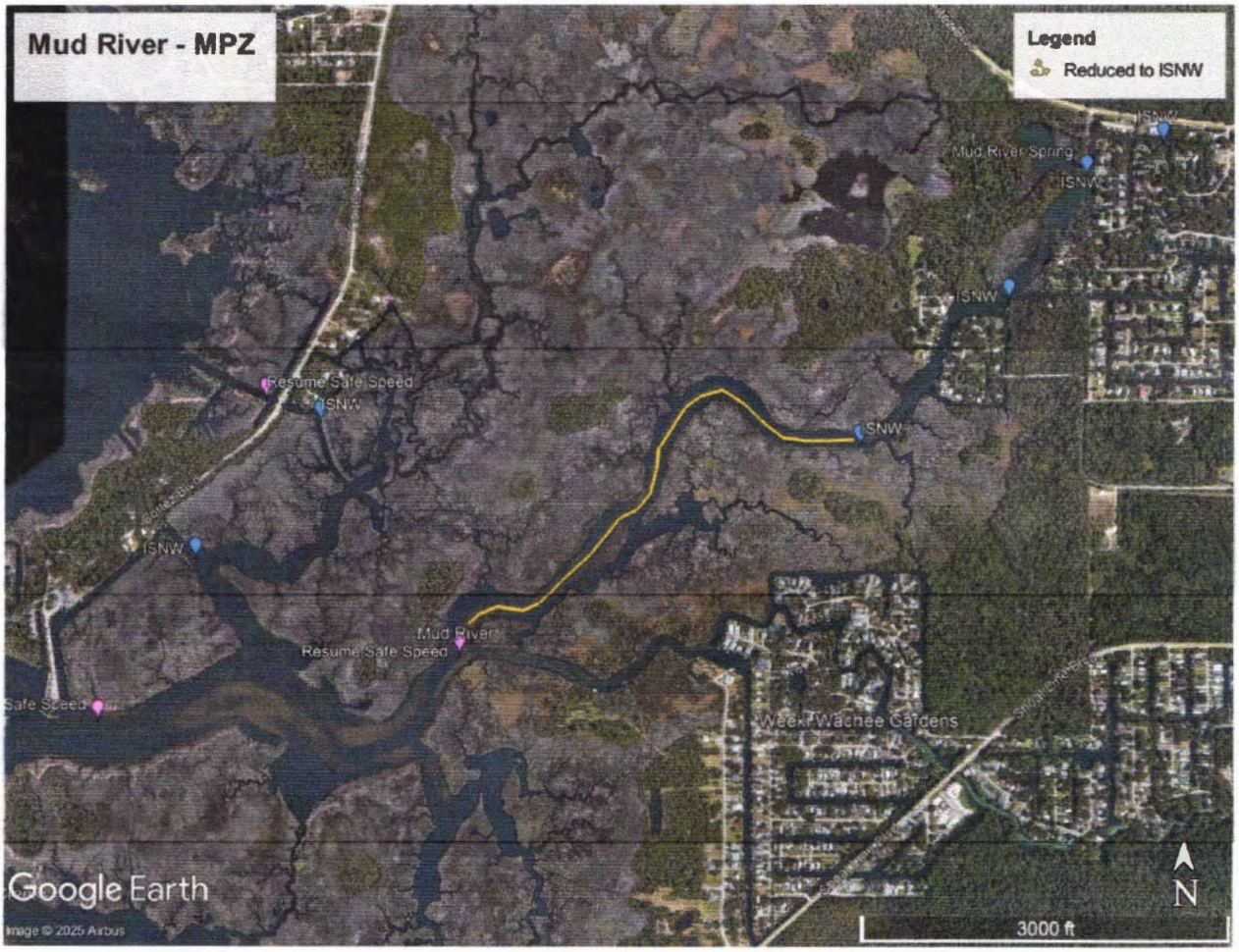
98085	6289	FINE	ST	WEEKI WACHEE	34607	GRAY JOSHUA CUTTER		2575 S BAYSHORE DR APT 4A	MIAMI FL 33133-4776
98101	6297	FINE	ST	WEEKI WACHEE	34607	HUDSON JONATHAN, HUDSON AMANDA K		31 BURY HILL	WOODBRIDGE SUFFOLK
98110	6301	FINE	ST	WEEKI WACHEE	34607	JAHNKE MARY K		6301 FINE ST	WEEKI WACHEE FL 34607-1618
98129	6305	FINE	ST	WEEKI WACHEE	34607	BRUNEAU MARC J, BRUNEAU AUTUMN L		6305 FINE ST	SPRING HILL FL 34607-1618
98138	6309	FINE	ST	WEEKI WACHEE	34607	REY BELTON R, REY BRENDA K		3303 10TH CT	PHENIX CITY AL 36867-3206
98147	6313	FINE	ST	WEEKI WACHEE	34607	FINLAYSON CAROLYN		645 NE 82ND TERRACE	MIAMI FL 33138-4109
98156	6319	FINE	ST	WEEKI WACHEE	34607	KUKA TRACEY A TTEE		20139 BOWMAN RD	SPRING HILL FL 34610-2103
98165	6325	FINE	ST	WEEKI WACHEE	34607	KUKA TRACEY A TTEE		20139 BOWMAN RD	SPRING HILL FL 34610-2103
98174	6335	FINE	ST	WEEKI WACHEE	34607	STULL RICK, STULL SALLY		12249 8TH LINE	GEORGETOWN ON L7G 4S4
98192	6349	FINE	ST	WEEKI WACHEE	34607	STULL SALLY LOUISE, STULL RICK LEWIS		12249 8TH LINE	GEORGETOWN ON L7G4S4
98209	6348	FINE	ST	WEEKI WACHEE	34607	PIERCEALL WAYNE T, PIERCEALL APRIL S		6342 FINE ST	WEEKI WACHEE FL 34607
98218	6342	FINE	ST	WEEKI WACHEE	34607	PIERCEALL APRIL S TTEE		6342 FINE ST	WEEKI WACHEE FL 34607-1617
98227	6336	FINE	ST	WEEKI WACHEE	34607	ELKIN DIXIE A TTEE		165 8TH ST	ATLANTIC BEACH FL 32233-5409
98236	6332	FINE	ST	WEEKI WACHEE	34607	WALL JOHN M TTEE		6332 FINE ST	WEEKI WACHEE FL 34607-1617
98245	6328	FINE	ST	WEEKI WACHEE	34607	REED MATT, REED PAMELA		6510 2ND AVE S	SAINT PETERSBURG FL 33707-1312
98254	6324	FINE	ST	WEEKI WACHEE	34607	CRESCITELLI LOUIS R, CRESCITELLI	JEANETTE	6604 DELEON AVE	FORT PIERCE FL 34951-1249
98263	6314	FINE	ST	WEEKI WACHEE	34607	KEITH AND NANCY DANIELS REVOCABLE TRUST		13521 COUNTY ROAD 136	LIVE OAK FL 32060-6367
98272	6308	FINE	ST	WEEKI WACHEE	34607	WILDER SUSAN M TTEE LIFE ESTATE,	CRUTCHER STEPHEN L TTEE LIFE ESTATE	6308 FINE ST	WEEKI WACHEE FL 34607-1617
98281	0	FINE	ST	WEEKI WACHEE	34607	ALLEN NEIL K LIFE ESTATE		2758 CAMDEN RD	CLEARWATER FL 33759-1007
98290	6290	FINE	ST	WEEKI WACHEE	34607	LONGMIRE MACK H III, LONGMIRE LEE A	RUSSELL	2555 MUDDY CREEK LN	CORALVILLE IA 52241-3322
98316	6284	FINE	ST	WEEKI WACHEE	34607	VALLAURI DAVID L, VALLAURI PENNY J		6284 FINE ST	WEEKI WACHEE FL 34607-1615
98325	6278	FINE	ST	WEEKI WACHEE	34607	MEEKS RICHARD A, MEEKS LAUREN G		1048 FLORIAN WAY	SPRING HILL FL 34609-9020
98334	6274	FINE	ST	WEEKI WACHEE	34607	SULIMAN SARA, SULIMAN PATRICK M		6274 FINE ST	WEEKI WACHEE FL 34607-1615
98343	6268	FINE	ST	WEEKI WACHEE	34607	COUCH JAMES		7598 GORDON LOOP	BROOKSVILLE FL 34601-7043
98352	0	FINE	ST	WEEKI WACHEE	34607	CARSON THOMAS E, CARSON SUSAN K		1114 S FLORIDA AVE	TARPON SPRINGS FL 34689-2950
98361	6258	FINE	ST	WEEKI WACHEE	34607	KRAUSE SHANNON M, KRAUSE KAROLD T		6258 FINE ST	WEEKI WACHEE FL 34607-1615
98370	6254	FINE	ST	WEEKI WACHEE	34607	OWEN RODNEY A, GOWAN MICHAEL R, GOWAN	DEBORAH L	10619 SANDRIDGE CT	ORLANDO FL 32817-3317
98389	6248	FINE	ST	WEEKI WACHEE	34607	MCCLOUD RUTH M CO-TRUSTEE		2016 GLENRIDGE DR	SPRING HILL FL 34609-4943
98398	6555 W	RICHARD	DR	WEEKI WACHEE	34607	LEWAN DANIEL M		6555 W RICHARD DR	WEEKI WACHEE FL 34607-1631
98414	6259	SEBRING	ST	WEEKI WACHEE	34607	THILMONY MILES D LIFE ESTATE, THILMONY	PATRICIA LIFE ESTATE	2831 NICHOLAS LN	APOPKA FL 32703-5950
98423	6265	SEBRING	ST	WEEKI WACHEE	34607	S F SERVICES & MORE LLC		PO BOX 812	VALRICO FL 33595-0812
98432	6273	SEBRING	ST	WEEKI WACHEE	34607	SMYTHE CHARLES A, SMYTHE KAREN B		6273 SEBRING ST	WEEKI WACHEE FL 34607-1643
98441	6285	SEBRING	ST	WEEKI WACHEE	34607	BARCENA RICHARD TTEE, BARCENA SONIA TTEE		6550 W RICHARD DR	WEEKI WACHEE FL 34607-1630
98469	6291	SEBRING	ST	WEEKI WACHEE	34607	MARTIN CAPITAL PROPERTY INVESTMENTS LLC		694 51ST AVE S	SAINT PETERSBURG FL 33705-4946
98478	6295	SEBRING	ST	WEEKI WACHEE	34607	CALTON NANCI		20125 COUNTY LINE RD	LUTZ FL 33558-5073
98487	6299	SEBRING	ST	WEEKI WACHEE	34607	AVERY KENNETH R		16703 DALBERG DR	SPRING HILL FL 34610-7336
98496	6303	SEBRING	ST	WEEKI WACHEE	34607	HIDEAWAY AT SEBRING TRUST, PROVENZANO	ADA TTEE	5470 E BUSCH BLVD # 207	TAMPA FL 33617-5418
98502	6315	SEBRING	ST	WEEKI WACHEE	34607	WARD MICHAEL D, WARD PENNY L		25721 FRITH ST	LAND O LAKES FL 34639-5683
98511	6321	SEBRING	ST	WEEKI WACHEE	34607	SOKOLEWICZ MARIUSZ		6321 SEBRING ST	WEEKI WACHEE FL 34607
98520	6325	SEBRING	ST	WEEKI WACHEE	34607	COWART MICHAEL D, COWART DEBORAH J		5353 CIRCLE DR	WEEKI WACHEE FL 34607-1406
98539	6327	SEBRING	ST	WEEKI WACHEE	34607	RUSSELL AUSTIN		8207 SAWYER BROWN RD APT C2	NASHVILLE TN 37221-8519
98557	6339	SEBRING	ST	WEEKI WACHEE	34607	SHACKLEFORD GREGORY P, SHACKLEFORD DAWN	M	7017 MCSHERRY DR	FALLS CHURCH VA 22042-3831
98566	6345	SEBRING	ST	WEEKI WACHEE	34607	CERVONE MICHAEL, CERVONE LISA		495 S TERRACE DR	EAGLE LAKE FL 33839-3316
98575	6351	SEBRING	ST	WEEKI WACHEE	34607	WEAVER DALE, WEAVER JEANNIE		4124 ALPINE RD	LAND O LAKES FL 34639-4018
98584	6355	SEBRING	ST	WEEKI WACHEE	34607	J&B REAL ESTATE PARTNERS LLC		PO BOX 680	ENOLA PA 17025-0680
98593	6361	SEBRING	ST	WEEKI WACHEE	34607	RELLA VINCENT F		6361 SEBRING ST	WEEKI WACHEE FL 34607-1645
98600	6366	SEBRING	ST	WEEKI WACHEE	34607	WEISENBERGER KARL, WEISENBERGER MICHELE		6366 SEBRING ST	WEEKI WACHEE FL 34607-1644
98619	6360	SEBRING	ST	WEEKI WACHEE	34607	SMITH JAMES S, SMITH ESTHER		6360 SEBRING ST	WEEKI WACHEE FL 34607-1644
98628	6352	SEBRING	ST	WEEKI WACHEE	34607	DAUS RICHARD, DAUS EILEEN K		6352 SEBRING ST	WEEKI WACHEE FL 34607-1644
98637	6348	SEBRING	ST	WEEKI WACHEE	34607	JONES DAVID A, JONES TERRY L		12072 BONNIE TER	SEMINOLE FL 33772-3421
98655	6330	SEBRING	ST	WEEKI WACHEE	34607	JANING KARLA F TTEE		4110 LOWCROFT	LANSING MI 48910
98664	6326	SEBRING	ST	WEEKI WACHEE	34607	THOMAS KEVIN, THOMAS MICHELE		25 BARKER ST APT 102	MOUNT KISCO NY 10549-1648
98673	6322	SEBRING	ST	WEEKI WACHEE	34607	KOENIG KARL R, KOENIG LINDA R		6322 SEBRING ST	WEEKI WACHEE FL 34607-1644
98682	6314	SEBRING	ST	WEEKI WACHEE	34607	PASTORE WILLIAM S LIFE ESTATE, PASTORE	PATRICIA S LIFE ESTATE	6314 SEBRING ST	WEEKI WACHEE FL 34607-1644
98691	6310	SEBRING	ST	WEEKI WACHEE	34607	VELDHOUSE CHAD DEAN, VELDHOUSE MELISSA	LYNN	6310 SEBRING ST	WEEKI WACHEE FL 34607
98708	6308	SEBRING	ST	WEEKI WACHEE	34607	ALVIS JAMES M, ALVIS WENDY A		12137 FLORIDA WOODS LN	ORLANDO FL 32824
98717	6300	SEBRING	ST	WEEKI WACHEE	34607	ORNER ERIC S, ORNER KATRINA J		6300 SEBRING ST	WEEKI WACHEE FL 34607-1644
98726	6288	SEBRING	ST	WEEKI WACHEE	34607	DAVIES LISA JANE, COVELL DAKATO KOHL,	JOHNSON SERENITY MARIE	3443 SANDCASTLE LN	WEEKI WACHEE FL 34607-1020
98735	6276	SEBRING	ST	WEEKI WACHEE	34607	AUSTIN PATRICIA G TTEE		3180 SUNSET LN	TRAVERSE CITY MI 49684-4672
98753	6262	SEBRING	ST	WEEKI WACHEE	34607	RODRIGUEZ JUAN		11044 LYNN LAKE CIR	TAMPA FL 33625-5641
98771	6595 W	RICHARD	DR	WEEKI WACHEE	34607	MANATEE CANAL LLC		5402 W LAUREL ST STE 109	TAMPA FL 33607-1726
98806	6285	THEODAN	ST	WEEKI WACHEE	34607	HARRELL ANDREW P, HARRELL JOANNE B		6285 THEODAN ST	WEEKI WACHEE FL 34607
98815	6289	THEODAN	ST	WEEKI WACHEE	34607	BALDRIGE SUSAN C, BALDRIGE THOMAS T		1531 QUARRY LN	LANCASTER PA 17603-2468
98824	6291	THEODAN	ST	WEEKI WACHEE	34607	RED ELEPHANT INN LLC		5704 PURITAN RD	TAMPA FL 33617-7723
98833	6297	THEODAN	ST	WEEKI WACHEE	34607	PFEIFFER ANTHONY J		6297 THEODAN ST	WEEKI WACHEE FL 34607-1647
98851	6303	THEODAN	ST	WEEKI WACHEE	34607	JONAS STEVEN K TRUSTEE OF THE	6303 THEODAN ST TRUST	4914 STATE ROAD 54	NEW PORT RICHEY FL 34652-5903
98860	6309	THEODAN	ST	WEEKI WACHEE	34607	POWELL BILLY L, POWELL LOUNETTE		1316 ORANGE AVE	TAVARES FL 32778-2346
98879	6319	THEODAN	ST	WEEKI WACHEE	34607	DOVE KATHY A		6319 THEODAN ST	WEEKI WACHEE FL 34607-1649
98897	6325	THEODAN	ST	WEEKI WACHEE	34607	OHR VIVIAN T TTEE		10265 ULMERTON RD LOT 221	LARGO FL 33771-4138
98904	6331	THEODAN	ST	WEEKI WACHEE	34607	SANCHEZ WILSON H, SANCHEZ DANIELA		6331 THEODAN ST	WEEKI WACHEE FL 34607-1649
98913	6337	THEODAN	ST	WEEKI WACHEE	34607	KIZER WAYNE, KIZER NINA		6337 THEODAN ST	WEEKI WACHEE FL 34607-1649
98922	6343	THEODAN	ST	WEEKI WACHEE	34607	GAINES ROBIN R LIFE ESTATE		6343 THEODAN ST	WEEKI WACHEE FL 34607-1649
98940	6351	THEODAN	ST	WEEKI WACHEE	34607	RUSSELL PATRICIA R LIFE ESTATE, RUSSELL	RICHARD T LIFE ESTATE	7218 10TH ST N	ST PETERSBURG FL 33702-5710
98959	6356	THEODAN	ST	WEEKI WACHEE	34607	POTTER JAMES E TTEE, POTTER PAMELA TTEE		6356 THEODAN ST	WEEKI WACHEE FL 34607-1648
98968	6350	THEODAN	ST	WEEKI WACHEE	34607	POTTER JAMES E, POTTER PAMELA A		6356 THEODAN ST	WEEKI WACHEE FL 34607-1648
98977	6344	THEODAN	ST	WEEKI WACHEE	34607	CONE AMBER L TTEE		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
98986	6336	THEODAN	ST	WEEKI WACHEE	34607	CONE AMBER L TTEE		6336 THEODAN ST	WEEKI WACHEE FL 34607-1648
98995	6328	THEODAN	ST	WEEKI WACHEE	34607	FOSHEE CLYDE R LIFE ESTATE		943 E PARKER ST	LAKELAND FL 33801-1992
99002	6318	THEODAN	ST	WEEKI WACHEE	34607	NEWSOM RONALD A, REED PAMELA S		PO BOX 3302	FORT MYERS FL 33918-3302
99011	6310	THEODAN	ST	WEEKI WACHEE	34607	FLORIDA WATER MANAGEMENT LLC		1601-1 N MAIN ST UNIT 3159	JACKSONVILLE FL 32206-7707
99020	6300	THEODAN	ST	WEEKI WACHEE	34607	NAPP JEROME P, NAPP PAMELA M		6895 E RICHARD DR	WEEKI WACHEE FL 34607
99039	6679 W	RICHARD	DR	WEEKI WACHEE	34607	CANNARIATO IDA		6679 W RICHARD DR	WEEKI WACHEE FL 34607-1635
99057	6689 W	RICHARD	DR	WEEKI WACHEE	34607	VACR LLC		16823 US HIGHWAY 19	HUDSON FL 34667-4318
99066	6695 W	RICHARD	DR	WEEKI WACHEE	34607	CURRY KEVIN J TTEE, CURRY SONYA L TTEE		6695 W RICHARD DR	WEEKI WACHEE FL 34607-1635
99075	0 W	RICHARD	DR	WEEKI WACHEE	34607	FINLAYSON AMBER		645 NE 82ND TER	MIAMI FL 33138-4109
99084	0 W	RICHARD	DR	WEEKI WACHEE	34607	VACR LLC		16823 US HIGHWAY 19	HUDSON FL 34667-4318
99093	6709 W	RICHARD	DR	WEEKI WACHEE	34607	VERMEIRE ALBERT, RICH MICHAEL		2361 SUTTON PL	SPRING HILL FL 34608-4781
99100	6715 W	RICHARD	DR	WEEKI WACHEE	34607	RICHBURG JAMES P, RICHBURG JOANNE		8150 NW 40TH ST	CHIEFLAND FL 32626-7040
99119	6719 W	RICHARD	DR	WEEKI WACHEE	34607	REEVES KATHLEEN JONES		11624 MCLEOD ST	SPRING HILL FL 34609-9204

99128	6723 W RICHARD DR	6723	W	RICHARD	DR	WEEKI WACHEE	34607	WHALEY JOHN		6723 W RICHARD DR	WEEKI WACHEE FL 34607-1638
99137	6714 W RICHARD DR	6714	W	RICHARD	DR	WEEKI WACHEE	34607	LOKEY PHILIP E, LOKEY SHANNON M		979 BAY ESPLANADE	CLEARWATER FL 33767-1002
99146	0 W RICHARD DR	0	W	RICHARD	DR	WEEKI WACHEE	34607	MCBRIDE JAMES A TTEE		PO BOX 432	LAND O LAKES FL 34639-0432
99155	0 W RICHARD DR	0	W	RICHARD	DR	WEEKI WACHEE	34607	LINDER JOHN		4415 W PAXTON AVE	TAMPA FL 33611-5613
99164	6698 W RICHARD DR	6698	W	RICHARD	DR	WEEKI WACHEE	34607	ROGERS REBECCA		6698 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99173	6694 W RICHARD DR	6694	W	RICHARD	DR	WEEKI WACHEE	34607	LANDING AT RICHARD TRUST, PROVENZANO ADA	TTEE	5470 E BUSCH BLVD # 207	TAMPA FL 33617-5418
99182	6690 W RICHARD DR	6690	W	RICHARD	DR	WEEKI WACHEE	34607	BRADLEY DEBORAH C, TILLSON MELISSA		6690 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99191	6688 W RICHARD DR	6688	W	RICHARD	DR	WEEKI WACHEE	34607	RODRIGUEZ CESAR, PLACIOTIS MAROUSA		6688 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99208	6682 W RICHARD DR	6682	W	RICHARD	DR	WEEKI WACHEE	34607	SCHOTT DANA, SCHOTT AUBREY, MATHON	LIANA, SCHOTT LINDA, SCHOTT KEVIN	6682 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99217	6680 W RICHARD DR	6680	W	RICHARD	DR	WEEKI WACHEE	34607	STAR 5 WEEKI LLC		1784 LONG BOW LN	CLEARWATER FL 33764-6402
99226	6676 W RICHARD DR	6676	W	RICHARD	DR	WEEKI WACHEE	34607	KERN JENNIFER		1334 US HIGHWAY 19	HOLIDAY FL 34691-5641
99235	6668 W RICHARD DR	6668	W	RICHARD	DR	WEEKI WACHEE	34607	ANDERSON ERIKA GRAY TTEE		406 BOSPHOROUS AVE	TAMPA FL 33606-3608
99244	6666 W RICHARD DR	6666	W	RICHARD	DR	WEEKI WACHEE	34607	RUEGE BRYANA		4206 N SUWANEE AVE	TAMPA FL 33603-3856
99253	6662 W RICHARD DR	6662	W	RICHARD	DR	WEEKI WACHEE	34607	JENKINS ELLIS M LIFE ESTATE		6662 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99262	0 W RICHARD DR	0	W	RICHARD	DR	WEEKI WACHEE	34607	MURPHY STANLEY A, MURPHY KATHLEEN M		4214 W BEACHWAY DR	TAMPA FL 33609-4303
99271	6644 W RICHARD DR	6644	W	RICHARD	DR	WEEKI WACHEE	34607	BOWDEN CARL D JR		6644 W RICHARD DR	WEEKI WACHEE FL 34607-1634
99280	6638 W RICHARD DR	6638	W	RICHARD	DR	WEEKI WACHEE	34607	BOUTWELL DORAS S LIFE EST		524 CAMEO DR	LAKELAND FL 33803-2332
339379	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (BAYPORT PARK)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
339388	0 BAYOU DR	0		BAYOU	DR	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
340615	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	MERMAID TAILS LLC		700 DESOTO AVE	BROOKSVILLE FL 34601
340633	7360 ERIN RD	7360		ERIN	RD	WEEKI WACHEE	34607	CHRISTIAN ACTIVITIES INC		PO BOX 222	PINELLAS PARK FL 33780-0222
340660	5346 FELKER DR	5346		FELKER	DR	WEEKI WACHEE	34607	HERRICK SALLY ANN TTEE		5346 FELKER DR	WEEKI WACHEE FL 34607-1339
340679	0 SHOAL LINE BLVD	0		SHOAL LINE	BLVD	WEEKI WACHEE	34607	STRONGPOINT PROPERTIES LLC		18041 OWEN DR	HUDSON FL 34667-6660
340688	5969 PALM CREEK DR	5969		PALM CREEK	DR	WEEKI WACHEE	34607	COFER JAMES R		5969 PALM CREEK DR	WEEKI WACHEE FL 34607-1351
340722	0 MARYS FISH CAMP RD	0		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
340731	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	RAMSEY ROBERT A CO-TTEE, RAMSEY VIRGINIA	B CO-TTEE	14435 RAMSEY RD	DADE CITY FL 33523-0503
340740	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	MCKINNEY MARY R		14349 RAMSEY RD	DADE CITY FL 33523-7598
340759	5902 COLONY CIR	5902		COLONY	CIR	WEEKI WACHEE	34607	BALDWIN JOHN M, BALDWIN JOANNE		5902 COLONY CIR	WEEKI WACHEE FL 34607-1321
340768	0 MARYS FISH CAMP RD	0		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601
340795	0 COFER RD	0		COFER	RD	WEEKI WACHEE	34607	WILLIAMS WAYNE D		6007 COLONY CIR	WEEKI WACHEE FL 34607-1326
340802	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	NORMAN H CURTIS TTEE		1537 HUNTER LN	CLEARWATER FL 33764-2412
340928	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	BELL ROBERT F TTEE		600 LAKE HOWARD DR NW	WINTER HAVEN FL 33880-2321
340811	5350 FELKER DR	5350		FELKER	DR	WEEKI WACHEE	34607	THURMAN AUDREY F LIFE ESTATE		5350 FELKER DR	WEEKI WACHEE FL 34607-1339
340839	0 MARYS FISH CAMP RD	0		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	ZLP PROPERTIES LLC		PO BOX 398	BROOKSVILLE FL 34605-0398
340848	8098 MARYS FISH CAMP RD	8098		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
340857	0 MARYS FISH CAMP RD	0		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
340866	8092 MARYS FISH CAMP RD	8092		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
340875	8106 MARYS FISH CAMP RD	8106		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	OLD FLORIDA ADVENTURES INC		685 SW SALERNO RD	STUART FL 34997-6253
340884	5270 FELKER DR	5270		FELKER	DR	WEEKI WACHEE	34607	SUNDEN CARL TTEE		5072 CHAMPIONSHIP CUP LN	BROOKSVILLE FL 34609-0356
340919	5322 FELKER DR	5322		FELKER	DR	WEEKI WACHEE	34607	CHARLES SHEILA H LIFE ESTATE		5322 FELKER DR	WEEKI WACHEE FL 34607-1339
340937	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	BELL ROBERT F TTEE		600 LAKE HOWARD DR NW	WINTER HAVEN FL 33880-2321
340946	8064 MARYS FISH CAMP RD	8064		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	WILDMON DON E LIFE ESTATE		21 BRIDGEWATER DR	WINTER HAVEN FL 33884-3005
340955	8110 MARYS FISH CAMP RD	8110		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	BARRON JOHN R		8110 MARYS FISH CAMP RD	WEEKI WACHEE FL 34607-1236
340973	0 SHOAL LINE BLVD	0		SHOAL LINE	BLVD	WEEKI WACHEE	34607	HERNANDO COUNTY, (W W PARK SITE)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
340982	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	COLE RONALD M II		9016 HORTON MILL DR	KNIGHTDALE NC 27545-7998
340991	5260 FELKER DR	5260		FELKER	DR	WEEKI WACHEE	34607	RICHARDS RONALD R LIFE ESTATE		5260 FELKER DR	WEEKI WACHEE FL 34607-1337
341044	0 MARYS FISH CAMP RD	0		MARYS FISH CAMP	RD	WEEKI WACHEE	34607	MUDDY DUCK LLC		700 DESOTO AVE	BROOKSVILLE FL 34601-2814
341080	5960 PALM CREEK DR	5960		PALM CREEK	DR	WEEKI WACHEE	34607	AUVIL JONATHAN L LIFE ESTATE, AUVIL	LESLIE H LIFE ESTATE	PO BOX 2337	DADE CITY FL 33526-2337
341099	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	JAMES CURTIS D		2341 MAPLE HILL DR	LAKELAND FL 33811-1481
341106	5230 FELKER DR	5230		FELKER	DR	WEEKI WACHEE	34607	ALTMAN H ALLEN JR, ALTMAN LAURA O		PO BOX 1254	SAN ANTONIO FL 33576-1254
341115	5240 FELKER DR	5240		FELKER	DR	WEEKI WACHEE	34607	GULVIN MICHAEL R, GULVIN MELISSA A,	GRANT JOHN W IV, GRANT MICHELLE C	14138 CURLEY RD	DADE CITY FL 33525-7806
341124	5190 FELKER DR	5190		FELKER	DR	WEEKI WACHEE	34607	FINNEY PELHAM G, FINNEY JAN K		1262 PATRICK ST	DAPHNE AL 36526-4481
341133	5250 FELKER DR	5250		FELKER	DR	WEEKI WACHEE	34607	WOODCOCK NELL M LIFE ESTATE		5250 FELKER DR	WEEKI WACHEE FL 34607-1337
341151	5362 FELKER DR	5362		FELKER	DR	WEEKI WACHEE	34607	JAMES CURTISS D		2341 MAPLE HILL DR	LAKELAND FL 33811-1481
341197	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	SOUTHWEST FLA W M D		2379 BROAD ST	BROOKSVILLE FL 34601
341204	0 PORPOISE ST	0		PORPOISE	ST	WEEKI WACHEE	34607	MCINTYRE SHERRY L TTEE		PO BOX 1217	BOONE NC 28607-1217
341222	4382 CORTEZ BLVD	4382		CORTEZ	BLVD	WEEKI WACHEE	34607	FINNEY KAY H TTEE		4382 CORTEZ BLVD	WEEKI WACHEE FL 34607-1209
341231	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	COVE AT WEEKI WACHEE LLC		17203 EMERALD CHASE DR	TAMPA FL 33647-2784
341240	4398 CORTEZ BLVD	4398		CORTEZ	BLVD	WEEKI WACHEE	34607	LOVELACE WESLEY H, LOVELACE RITA H		4398 CORTEZ BLVD	WEEKI WACHEE FL 34607-1209
341277	4224 CORTEZ BLVD	4224		CORTEZ	BLVD	WEEKI WACHEE	34607	WILT ERIC M TTEE LIFE ESTATE, WILT KELLY	C TTEE LIFE ESTATE	4224 CORTEZ BLVD	WEEKI WACHEE FL 34607-1205
341286	4420 CORTEZ BLVD	4420		CORTEZ	BLVD	WEEKI WACHEE	34607	REZA MARIA R		4420 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
341570	0 CORTEZ BLVD	0		CORTEZ	BLVD	WEEKI WACHEE	34607	MERMAID TAILS LLC		700 DESOTO AVE	BROOKSVILLE FL 34601
418943	0 COFER RD	0		COFER	RD	WEEKI WACHEE	34607	HERNANDO COUNTY, (UTILITIES DEPT)		20 N MAIN ST RM 460	BROOKSVILLE FL 34601
418952	4400 CORTEZ BLVD	4400		CORTEZ	BLVD	WEEKI WACHEE	34607	WHITEHEAD PHILIP G TTEE, WHITEHEAD	PAMELA K TTEE	4400 CORTEZ BLVD	WEEKI WACHEE FL 34607-1210
419078	5265 PALISADE DR	5265		PALISADE	DR	WEEKI WACHEE	34607	NATURE COAST IRRIGATION INC		4031 LAMSON AVE	SPRING HILL FL 34608-3742
419087	5326 CIRCLE DR	5326		CIRCLE	DR	WEEKI WACHEE	34607	THOMPSON TERESA L TTEE		1567 BORANA ST	SAN DIEGO CA 92111-6937
420137	6046 PALM CREEK DR	6046		PALM CREEK	DR	WEEKI WACHEE	34607	AET SEAVIEW LLC		6538 SEAVIEW BLVD	HUDSON FL 34667-1041
420146	7139 WESTWIND ST	7139		WESTWIND	ST	WEEKI WACHEE	34607	WARD CONSULTING INC		6828 MUCK POND RD	SEFFNER FL 33584-2444
420351	6439 THERESA AVE	6439		THERESA	AVE	WEEKI WACHEE	34607	LONG PAUL J TTEE, LONG BONITA R TTEE		6439 THERESA AVE	WEEKI WACHEE FL 34607-1732
420360	6453 THERESA AVE	6453		THERESA	AVE	WEEKI WACHEE	34607	CALASH MICHAEL		6453 THERESA AVE	WEEKI WACHEE FL 34607-1732
481605	7328 TROPICAL DR	7328		TROPICAL	DR	WEEKI WACHEE	34607	JANECEK JAMES J, JANECEK ANN M		7328 TROPICAL DR	WEEKI WACHEE FL 34607-1433
481641	6414 SEABREEZE AVE	6414		SEABREEZE	AVE	WEEKI WACHEE	34607	MONTANO ROBERTA		6414 SEABREEZE AVE	WEEKI WACHEE FL 34607-1725
481650	6432 THERESA AVE	6432		THERESA	AVE	WEEKI WACHEE	34607	SOOKOO GOORPERSAD, SOOKOO SUMATEE		15 AVENUE D	HOLBROOK NY 11741-2309
481678	6639 W RICHARD DR	6639	W	RICHARD	DR	WEEKI WACHEE	34607	JEFFORDS SHAWN T, JEFFORDS AMIE D		6639 W RICHARD DR	WEEKI WACHEE FL 34607
533168	5309 TROPICAL PT	5309		TROPICAL	PT	WEEKI WACHEE	34607	GAUSE ROY C III		5309 TROPICAL PT	WEEKI WACHEE FL 34607
547484	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	ALTMAN HOWARD A JR, ALTMAN LAURA O		PO BOX 1254	SAN ANTONIO FL 33576-1254
547518	5376 FELKER DR	5376		FELKER	DR	WEEKI WACHEE	34607	RHODES EDWARD E, RHODES ESTHER T		5376 FELKER DR	WEEKI WACHEE FL 34607-1339
547536	0 FELKER DR	0		FELKER	DR	WEEKI WACHEE	34607	BELL ALICE BASSFORD		12718 116TH ST	LARGO FL 33778-1810
547554	5340 FELKER DR	5340		FELKER	DR	WEEKI WACHEE	34607	BELL ALICE BASSFORD		12718 116TH ST	LARGO FL 33778-1810

Manatee Protection Zone (MPZ) survey

Manatee protection zones are rules that are established by FWC to restrict the speed and operation of vessels where necessary to protect manatees from harmful collisions with vessels and from harassment. In areas that are especially important to manatees, the rules can prohibit or limit entry into an area as well as restrict what activities can be performed in the area. FWC is authorized to adopt these rules by the Manatee Sanctuary Act, 379.2431(2), Florida Statutes (FS).

1. Are you in favor of having a Manatee Protection Zone placed over the Mud River, Weeki Wachee Gardens, and associated tributaries? The area that would be reduced to ISNW is shown below.
   - Yes
   - No



2. Which of the following regulations would you be in favor of utilizing in the Manatee Protection Zone to regulate vessel speed and operation:
   - Slow speed, minimum wake all year (in existing Resume Normal Operation areas only; existing Idle Speed/No Wake zones would be unchanged).
   - Idle speed, no wake - all year
   - Idle speed, no wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
   - Slow speed, minimum wake all year (excluding existing Idle Speed/No Wake zones)
   - Slow speed, minimum wake from Oct 1 to April 30 (in existing Resume Normal Operation areas only)
   - No change

March 12, 2026

Jerry Campbell, Chairman
Board of County Commissioners
Hernando County, FL

RE: Seasonal closure request for manatees within Hospital Hole, Weeki Wachee River

Dear Mr. Campbell,

Florida Fish and Wildlife Conservation Commission (FWC) staff have reviewed your letter (received February 11, 2026) regarding manatee protections within Hospital Hole. We appreciate the Hernando County Board of Commissioners' concerns for manatees and the request for conservation measures on the Weeki Wachee River. Based on the content and the specific request for a Manatee Protection Zone in your letter, FWC staff provides the following response to what we recognize as a petition to initiate rulemaking.

The establishment of a seasonal "no-entry" zone for the protection of manatees falls under the authority of FWC, pursuant to the Florida Manatee Sanctuary Act in section 379.2431(2), Florida Statutes. The rulemaking process involves several steps, starting with an evaluation of existing data, the collection of new data if needed and a comprehensive evaluation of this information to determine if there is a need for rule development. When best available scientific data supports the need for a new or amended rule, FWC staff will move forward with rulemaking, pursuant to the Administrative Procedures Act in Chapter 120, Florida Statutes, the Manatee Sanctuary Act, and the Uniform Rules of Procedure related to rule making in Chapter 28-103, Florida Administrative Code. Once the Manatee Protection Zone rulemaking process is initiated, it may take 12-18 months to complete rulemaking.

FWC staff denies your petition to initiate rulemaking because we do not have sufficient information to fulfil the request of this petition at this time. However, staff acknowledge the unique characteristics of Hospital Hole and have also identified this site for consideration in future rulemaking efforts within this region. FWC staff are currently working closely with Hernando County staff and local partners on data collection efforts and monitoring at this site for future assessments to inform potential rulemaking decisions. As we progress towards an agency proposal, we will collaborate with Hernando County early in our process to discuss shared conservation objectives.

FWC staff appreciates the County's dedication to manatee protection and conservation and are available to provide technical assistance on opportunities for outreach and education to increase awareness among recreational users of the Weeki Wachee River and Hospital Hole. We look forward to continuing to work with the County on data collection and on any future rulemaking efforts within the County. If you have any questions or comments, please contact Ashley LaVere at (850) 922-4330 or via email at Ashley.LaVere@MyFWC.com.

Sincerely,

Ron Mezich, Section Lead
Imperiled Species Management Section

Cc: Maria Merrill, FWC
Michelle Pasawicz, FWC
Ashley LaVere, FWC
Brooke Adams, FWC

Florida Fish and Wildlife Conservation Commission

Commissioners
Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Preston Ferrior
Tampa

Joshua Kellam
Palm Beach Gardens

Gary Lester
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Albert Maury
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Sonya Rood
St. Augustine

Office of the
Executive Director
Roger A. Young
Executive Director

Charles "Rett" Boyd
Assistant Executive Director

George Warthen
Chief Conservation Officer

Jessica Crawford
Chief of Staff

Division of Habitat and
Species Conservation
Melissa Tucker
Director

850-488-3831

Managing fish and wildlife resources for their long-term well-being and the benefit of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Tourist Development
Prepared By: Tammy Heon
Initiator: Tammy Heon
DOC ID: 17371
Legal Request Number:
Bid/Contract Number:

TITLE

Budget Amendment for Tourism Department to Provide Sponsorship Support for Hernando County's America 250 Celebration

AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins
AYES:	Campbell, Amsler, Champion and Allocco
ABSENT:	Hawkins

Lisa Morgan

Subject: RE: LR 26-163 Historic County-Wide Celebration for America 250

From: Natasha Lopez Perez <nlopezperez@co.hernando.fl.us>
Sent: Thursday, March 19, 2026 1:33 PM
To: Christine Schmidt <CSchmidt@co.hernando.fl.us>
Cc: Pamela Hare <phare@co.hernando.fl.us>; Lisa Morgan <LMorgan@co.hernando.fl.us>
Subject: RE: LR 26-163 Historic County-Wide Celebration for America 250

Good morning,

I have reviewed LR 26-163, and my response is as follows:

Question: May the tourism taxes collected in accordance with Florida Statute 125.0104 be used to pay for the *Hernando County's Salute to America 250* ("America 250") celebration sponsorship scheduled on July 4, 2026, whose goal is specifically to attract tourists to Hernando County?

Short Answer: Yes.

Analysis: All tax revenues by a county imposing the tourist development tax shall be used for the purposes described in Sections 125.0104(5)(a)-(d), (3)(l), and (3)(n) of Florida Statute 125.0104. Any use for other purposes not authorized by statute are expressly prohibited.

Applying the facts to the law, America 250 may qualify under the following provision:

> To promote and advertise tourism in this state and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event must have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Fla. Stat. 125.0104(5)(a)3.

Although there is limited case law related to Section 125.0104(5)(a)3, there are a few Attorney General opinions that provide guidance on the matter. Specifically, Attorney General Opinion 1992-16 (March 6, 1992) addressed a similar situation. There, Citrus County sought to use tax revenues to advertise and promote a "Concert in the Park" as a free, public event to promote tourism in Citrus County. The opinion concluded that "[t]he county is authorized to expend tourist development tax revenues to promote and advertise the 'Concert in the Park,' if the governing body of the county makes the appropriate legislative determination that such activity is primarily related to promoting tourism within the county." *Fla. Att'y Gen. Op. 92-16 (1992)*.

Here, the Hernando County Board made the determination that activities primarily related to promoting tourism within the county, as evidence by Chapter 27, Article III, Section 27-32.1(b)(1)D of the Hernando County Code, which authorizes some of the funding to be used on "special events, including advertising and promotion of special projects or events."

I hope this answers your question.

This email closes LR 26-163. Should you have any other questions, please submit another LR.

Natasha Lopez Perez
Assistant County Attorney
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, FL 34601-2850
Phone: (352) 754-4122 Ext. 20136
Email: NLopezPerez@Co.Hernando.FL.US

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
	ACCOUNT			LINE DESCRIPTION	EFF DATE				
1	B1441003	599902		TOURIST DEVELOPMENT TAX FUND	BUDGET RESERVE OTHER	4,157,685.00	-50,000.00	4,107,685.00	
	B120-132-00000-44-55200-599902-				AMERICA 250 CELEBRATION 04/28/2026				
2	B1441003	534800		TOURIST DEVELOPMENT TAX FUND	OPERATING-PROMO ACTIVITIES	402,673.00	50,000.00	452,673.00	
	B120-132-00000-44-55200-534800-				AMERICA 250 CELEBRATION 04/28/2026				
					** JOURNAL TOTAL		0.00		

YEAR-PER JOURNAL EFF-DATE REF 1 REF 2 SRC JNL-DESC ENTITY AMEND

2026 07 71318 04/28/2026 17371 SPONSOR BUA SPONSOR 1 1

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Department of Public Works
Prepared By: Lonora Smith
Initiator: Scott Herring
DOC ID: 17239
Legal Request Number: 25-638-2
Bid/Contract Number:

TITLE

Resolution Authorizing Exchange of Real Property Between Hernando County Water & Sewer District a/k/a HCUD and Withlachoochee River Electric Cooperative a/k/a WREC Conveying HCUD-Owned Property Located at 5095 Kettering Road to WREC With Statutory Deed and Acceptance of Quitclaim Deed From WREC Conveying Property Located at Ponce De Leon Boulevard to HCUD

RESULT: **ADOPTED**

STATUTORY DEED
(§125.411, F.S.)

THIS DEED, made this _____ day of_____ 2026, by HERNANDO COUNTY WATER & SEWER DISTRICT, a dependent special district of Hernando County, a political subdivision of the State of Florida, and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, a party of the first part ("GRANTOR") and WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC., a Florida not-for-profit corporation whose address is 14651 21st Street, PO BOX 278, Dade City, FL 33526-0278, party of the second part ("GRANTEE").

WITNESSETH that GRANTOR (party of the first part), for and in consideration of the sum of $10.00 to it in hand paid by GRANTEE (party of the second part), receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its successors and assigns forever, the following land lying and being in Hernando County, Florida as depicted in the attached Exhibit A and more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

SUBJECT to easements, restrictions, and reservations of record.

SUBJECT to taxes and assessments for the year 2026 and thereafter.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, in its capacity as the governing body of the Hernando County Water & Sewer District, acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

(Official Seal)
ATTEST:

HERNANDO COUNTY WATER
& SEWER DISTRICT

_____
Douglas Chorvat, Jr.
Hernando County Clerk & Comptroller

By: _____
Jerry Campbell, Chairman of the Hernando
County Board of County Commissioners

Approved as to Form & Legal Sufficiency

_____
County Attorney's Office

NOTE: This Deed shall convey only the interest of the Grantor and such board in the referenced property and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This conveyance specifically releases any and all minerals to the Grantee herein which otherwise may have been reserved under Florida Statute 270.11, including the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum.

BOUNDARY SURVEY

EXHIBIT A

DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10" W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

SURVEYORS NOTES:

1. NO UNDERGROUND FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.

2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOW HEREON.

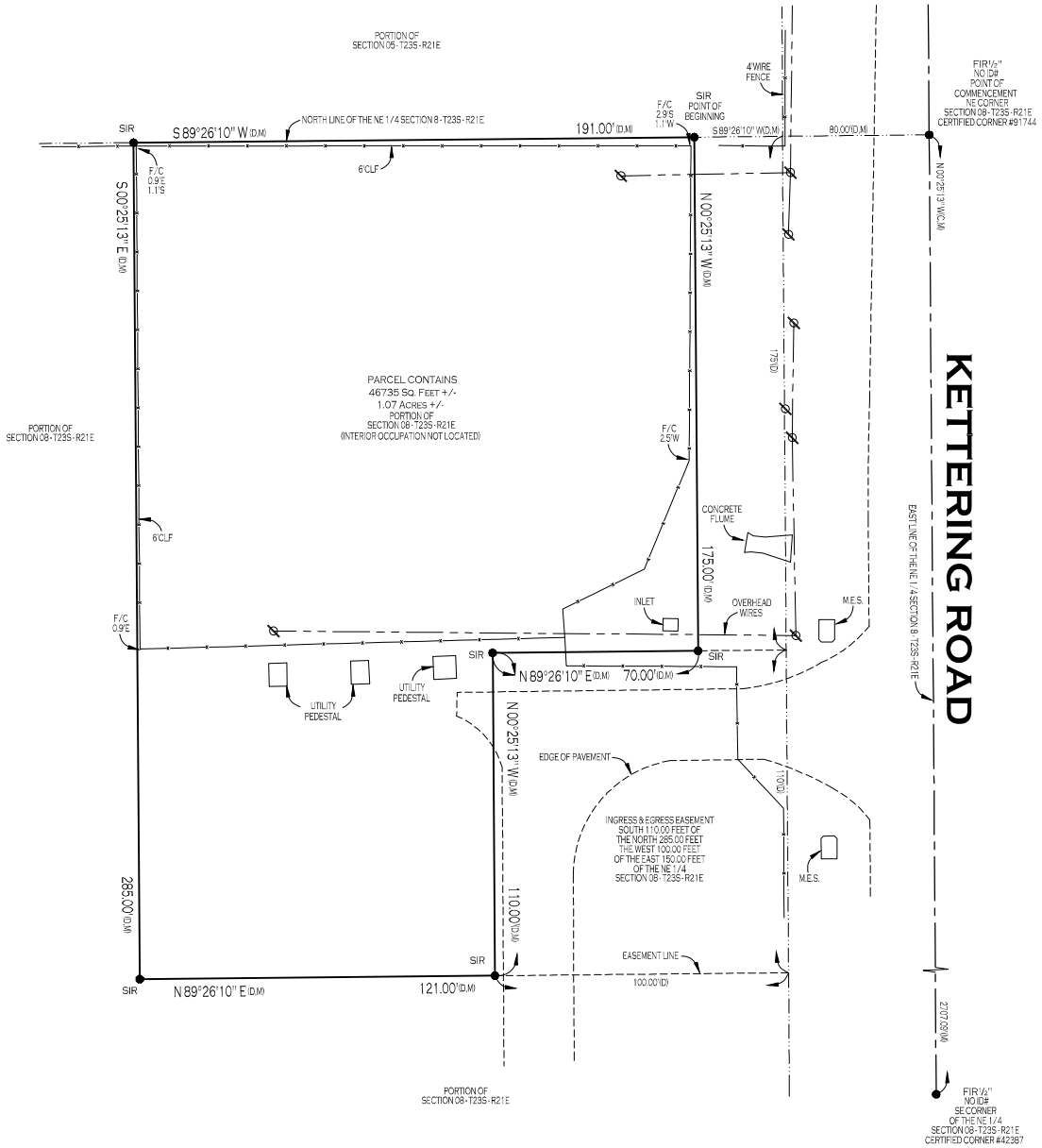
3. THIS SURVEY IS IN NO WAY A GUARANTEE OF OWNERSHIP OF THIS PROPERTY.

4. SEE LEGEND FOR SYMBOLS AND/OR ABBREVIATIONS USED HEREON.

5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 8

6. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND IS ONLY FOR INFORMATIONAL PURPOSES UNLESS SO VALIDATED.

7. PURPOSE OF SURVEY: PURCHASE, SALE, MORTGAGE.



APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL No. 12053C0238D EFFECTIVE DATE: 02/02/2012

TLS SURVEYORS AND MAPPERS, INC.
LB#8009
PSM6929@GMAIL.COM
13167 SPRING HILL DRIVE
SPRING HILL, FL 34609 (352)-277-6550

DRAWN:	ESS
CHECKED BY:	ESS
SCALE:	1"=40'
FILE:	KETTERING

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Eric S Smith Digitally signed by Eric S Smith Date: 2025.12.31 11:55:45 -05'00'

ERIC S. SMITH DATE
PSM No. 6929 LB#8009 12.31.25

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

BASIS OF BEARINGS: EAST LINE OF THE NE 1/ SECTION 8 BEING N 00°25'13" W	DATE OF SURVEY: 12.22.25	S-T-R: 08-23S-21E	

LEGEND: M.E.S. = MITERED END SECTION
(C)= CALCULATED DATA, (D)= DEED DATA, (M)= MEASURED DATA, (P)= PLAT DATA, ℄ = CENTERLINE, A/C= AIR CONDITIONER, CLF= CHAIN LINK FENCE, CONC= CONCRETE, COVD= COVERED, P/E= POOL EQUIPMENT, F/C= FENCE CORNER, "X"CF= FOUND CROSS SCRIBE, FIP= FOUND IRON PIPE, FIR= FOUND IRON ROD, FN&D= FOUND NAIL & DISK, LFE= LOWEST FLOOR ELEVATION, O.R.= OFFICIAL RECORD BOOK, P.B.= PLAT BOOK, PCP= PERMANENT CONTROL POINT, PRM= PERMANENT REFERENCE MONUMENT, R/W= RIGHT OF WAY, SIR=SET 5/8" IRON ROD & CAP LB#8009, SN&D= SET NAIL & DISK, (BT) = BUILDING TIE, W/F= WOOD FENCE, D.U.E.= DRAINAGE/UTILITY EASEMENT, ⊘ = POWERPOLE, V/F = VINYL FENCE, F/E = FENCE END, F/C = FENCE CORNER.

CERTIFICATE OF DISPOSITION OF UTILITY SYSTEM PROPERTY

The undersigned, as the duly authorized County Administrator of Hernando County, Florida, charged with the normal acquisition, construction, operation, maintenance, or repair of the portion of the Utility System property described below, does hereby certify as follows:

1. This Certificate is issued pursuant to Hernando County, Florida, Resolution No. 2021-30, adopted March 23, 2021, entitled Hernando County, Florida Taxable Water and Sewer Refunding Revenue Bonds, Series 2021A, and as thereafter amended from time to time (the "Bond Resolution"). The terms used herein in capitalized form are intended to have the meanings assigned to them in the Bond Resolution.

2. The County Administrator hereby certifies that the property more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

(hereinafter the "Unneeded Property"), is no longer necessary, useful, or profitable in the operation of the Utility System, and the sale or disposition thereof will not adversely affect the operation of the Utility System as it exists prior to such sale or disposition.

3. The County Administrator hereby further certifies that the compensation to be received for the Unneeded Property is less than five percent (5%) of the market value of the gross plant of the Utility System, and that the sale or disposition of such Unneeded Property will not impair the County's ability to comply with the provisions of the "Rate Covenant" found on pages 19-20 of Exhibit B of the Bond Resolution.

4. No dollar amount will be received for the sale or disposition of the Unneeded Property as a parcel of similar value owned by Withlacoochee River Electric Cooperative Inc., the Grantee, will be traded as compensation which constitutes fair and reasonable consideration for such land. Therefore, no proceeds will be derived from the transfer of such Unneeded Property to be disposed of in accordance with the provisions contained in the "No Mortgage or Sale of the System" found on pages 25-26 of Exhibit B of the Bond Resolution. The Grantee's parcel to be traded as compensation for the Unneeded Property is described as:

> A parcel of land in the Southwest 1/4 of Section 4, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; run thence North 00°17'12" East along the West boundary of the Southwest 1/4 of said Section 4, 1389.40 feet; run thence South 89°42'48" East, a distance of 185.34 feet to the Point of Beginning; run thence North 89°55'38" East, a distance of 180.00 feet to a point on the West boundary of a 100 foot Florida Power Corporation Easement; run thence South 00°04'22" East along said West boundary 240.00 feet; run thence South 89°55'38" West, a distance of 180.00 feet; run thence North 00°04'22" West, a distance of 240.00 feet to the Point of Beginning.
> Parcel ID No.: R04 421 18 000 0010 0030
> Key No.: 1646080

5. On _____, 2026, the Board of County Commissioners of Hernando County, Florida, as the Governing Body of the Hernando County Water and Sewer District, duly authorized the sale or disposal of the Unneeded Property by its approval of Legistar agenda item no. _____.

Dated this ____ day of _____, 2026.

Approved as to form and
legal sufficiency:

_____
County Attorney's Office

_____
JEFF ROGERS, County Administrator
Hernando County, Florida

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2025 PRELIMINARY TAX ROLL

KEY #	01201844	PRINTED ON	08/13/25	PAGE	1
PARCEL #	R08 423 21 0000 0010 0031	SITUS	5095 KETTERING RD		
OWNER(S)	HERNANDO COUNTY, (UTILITIES DEPT)	PARCEL DESCRIPTION	E1/2 OF THE NE1/4		
MAILING ADDRESS UPDATED 03/29/12	20 N MAIN ST RM 460 BROOKSVILLE FL 34601-2893	UPDATED 01/01/12	CASE:90-414-CA-01 (KETTERING RD TREATMENT PLANT)		

MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	3,479,580	
ACRES	79.90	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	AC08	AC CO LINE N TO 50E/SPRG LAKE
SUBDIVISION	0	
DOR LAND USE	91	UTIL,RR,GAS,COMMICATIONS,ELECT

January 2023 GIS AERIAL

2025-01-00 PROPERTY VALUES

		COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND		1,739,792	1,739,792	1,739,792	
BUILDINGS	+	172,784	172,784	172,784	
FEATURES AND OUT BUILDINGS	+	187,984	187,984	187,984	
JUST/MARKET VALUE	=	2,100,560	2,100,560	2,100,560	
VALUE PRIOR TO CAP		2,100,560	2,100,560	2,100,560	
ASSESSED VALUE		2,100,560	2,100,560	2,100,560	
EXEMPT VALUE	-	2,100,560	2,100,560	2,100,560	
TAXABLE VALUE	=				
CLASSIFIED LAND USE VALUE					

EXEMPTIONS BY TAXING AUTHORITY

CODE	DESCRIPTION	L.UPDT	CAP.YR	COUNTY	SCHOOL	SWFWMD	MUNICIPALITY	EXT.TAX SAVINGS
003	COUNTY PROPERTY	2025		YES	YES	YES		30,576.37

LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRADE	FRONTAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
95	UTILITY/SERVICE TR	N	2012		Y				999,999.00	SQFT				.50	500,000
95	UTILITY/SERVICE TR	N	2012		Y				999,999.00	SQFT				.50	500,000
95	UTILITY/SERVICE TR	N	2012		Y				999,999.00	SQFT				.50	500,000
95	UTILITY/SERVICE TR	N	2012		Y				479,583.00	SQFT				.50	239,792

BUILDING 01 INFORMATION

NUMBER	1	YEAR BUILT	1993	CAP YEAR		STORIES	1.0
CODE	30	DEPRECIATION %	31%	EXCL.FROM CAP?	Y	ROOMS	3
DESC	PROFESSIONAL BUILDING	ADD'l DEPREC.	0%			BEDROOMS	0
L.UPDT	2020	OVERRIDE RATE				BATHROOMS	1

BUILDING 01 CONSTRUCTION

ELEMENT	CODE	DESCRIPTION	POINTS
FOUNDATION		CONT FOOT	
EXTERIOR WAL		BLOCK/STUCCO	
FRAME		CRT PIL/S	
FLOOR SYSTEM		SLAB ON	
FLOOR COVER		HDWD/TILE	
ROOF STRUCTR		GABLE HIP	

BUILDING 01 AREAS

CODE	BASE/AUX	CAP YEAR	EXC CAP	RATE	PERIMETER	SQFT SIZE	REPLACEMENT COST	DEPRECIATED VALUE
BAS	B		Y		128.00	1020.00	189,985	131,090
					TOTAL	1,020.00	189,985	131,090
					ADJUSTED	1,020.00		
					BASE	1,020.00		
					AUXILIARY	0.00		

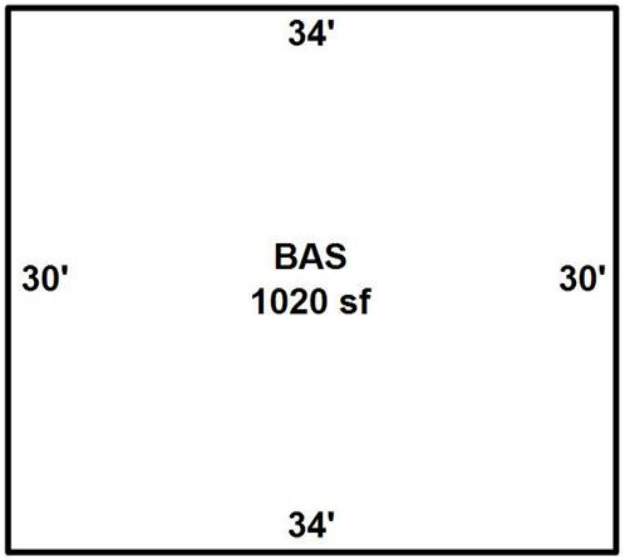
HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2025 PRELIMINARY TAX ROLL

KEY #	01201844	PRINTED ON	08/13/25	PAGE	2

ROOF COVER		PREFN METAL	
INTERIOR		DRY WALL	
HTG & AC		PKG HEAT/AIR	

December 2020 BUILDING 01 DRAWING



December 2020 BUILDING 01 PHOTO

BUILDING 01 FEATURES

CODE	DESCRIPTION				YEAR BUILT			WIDTH	LENGTH	UNITS				REPLACEMENT COST	DEPRECIATED VALUE
PV1-1	PAVEMENT, CONCRETE				1993			5	148	740				2,664	2,664
PV1-2	PAVEMENT, CONCRETE				1993			5	52	260				936	936
PV3-1	PAVEMENT, ASPHALT C				1993			20	40	800				2,160	2,160

BUILDING 02 INFORMATION

NUMBER	2	YEAR BUILT	1993	CAP YEAR		STORIES	1.0
CODE	DG	DEPRECIATION %	31%	EXCL.FROM CAP?	Y	ROOMS	1
DESC	DETACHED GARAGE	ADD'l DEPREC.	0%			BEDROOMS	0
L.UPDT	2020	OVERRIDE RATE				BATHROOMS	0

BUILDING 02 CONSTRUCTION

ELEMENT	CODE	DESCRIPTION	POINTS
FOUNDATION		CONT FOOT	
EXTERIOR WAL		BLOCK/STUCCO	
FRAME		CRT PIL/S	
FLOOR SYSTEM		SLAB ON	
FLOOR COVER		CRT FINISH	
ROOF STRUCTR		GABLE HIP	
ROOF COVER		COMP SHING	
INTERIOR		UNFINISHED	
HTG & AC		NONE	

BUILDING 02 AREAS

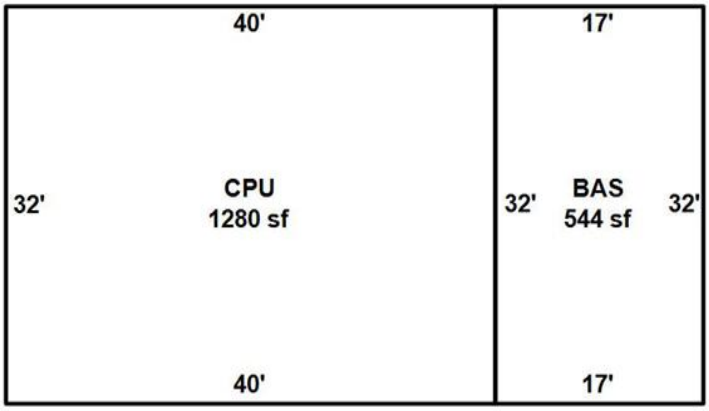
CODE	BASE /AUX	CAP YEAR	EXC CAP	RATE	PERI METER	SQFT SIZE	REPLACEMENT COST	DEPRECIATED VALUE
BAS	B		Y		98.00	544.00	23,697	16,351
CPU	A		Y		144.00	1280.00	11,149	7,693
					TOTAL	1,824.00	34,846	24,044
					ADJUSTED	800.00		
					BASE	544.00		
					AUXILIARY	1,280.00		

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2025 PRELIMINARY TAX ROLL

KEY #	01201844	PRINTED ON	08/13/25	PAGE	3

December 2020 BUILDING 02 DRAWING



December 2020 BUILDING 02 PHOTO

BUILDING 02 FEATURES

CODE	DESCRIPTION				YEAR BUILT			WIDTH	LENGTH	UNITS				REPLACEMENT COST	DEPRECIATED VALUE
DOH-1	DOOR,OVERHEAD,COMME				1993			10	10	100				480	480
PV3-1	PAVEMENT, ASPHALT C				1993			20	65	1300				3,510	3,510
PV4-1	PAVEMENT, CONCRETE				1993			1400	1	1400				5,460	5,460

BUILDING 03 INFORMATION

NUMBER	3	YEAR BUILT	1993	CAP YEAR		STORIES	1.0
CODE	DG	DEPRECIATION %	31%	EXCL.FROM CAP?	Y	ROOMS	1
DESC	DETACHED GARAGE	ADD'l DEPREC.	0%			BEDROOMS	0
L.UPDT	2020	OVERRIDE RATE				BATHROOMS	0

BUILDING 03 CONSTRUCTION

ELEMENT	CODE	DESCRIPTION	POINTS
FOUNDATION		CONT FOOT	
EXTERIOR WAL		BLOCK/STUCCO	
FRAME		CRT PIL/S	
FLOOR SYSTEM		SLAB ON	
FLOOR COVER		CRT FINISH	
ROOF STRUCTR		GABLE HIP	
ROOF COVER		PREFN METAL	
INTERIOR		UNFINISHED	
HTG & AC		NONE	

BUILDING 03 AREAS

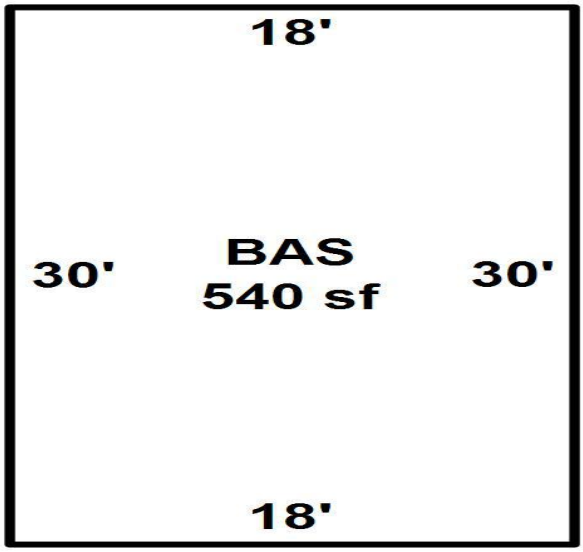
CODE	BASE /AUX	CAP YEAR	EXC CAP	RATE	PERI METER	SQFT SIZE	REPLACEMENT COST	DEPRECIATED VALUE
BAS	B		Y		96.00	540.00	25,580	17,650
					TOTAL	540.00	25,580	17,650
					ADJUSTED	540.00		
					BASE	540.00		
					AUXILIARY	0.00		

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2025 PRELIMINARY TAX ROLL

KEY #	01201844	PRINTED ON	08/13/25	PAGE	4

December 2020 BUILDING 03 DRAWING



December 2020 BUILDING 03 PHOTO

BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY

SITUS
5095 KETTERING RD
KETTERING RD

BUILDING PERMITS

APPLIC.#	APP.DATE	PERMIT #	CODE	DESCRIPTION	ISSUED	STATUS	FINALED	VALUE
1445787	08/02/22	1445787	RR	REROOF	08/02/22	FINALED	08/29/22	17,940
1403256	10/07/20	1403256	CF	COMMERCIAL REROOF	10/12/20	FINALED	11/19/20	10,370
1401823	09/11/20	1401823	CF	COMMERCIAL REROOF	10/12/20	FINALED	11/19/20	11,935
1267223	02/08/12	1267223	PU	PUBLIC WORKS & UTILITY B	05/25/12	INACTIVE		2,500,000
1045790	10/14/98	1045790	CZ	COMMERCIAL RESHINGLE	10/14/98	FINALED	10/27/98	2,495
0044887	11/05/91	9109563	PU	PUBLIC WORKS & UTILITY B	12/12/91	FINALED	11/17/92	
0044621	08/06/91	9109845	PU	PUBLIC WORKS & UTILITY B	12/30/91	FINALED	12/29/93	3,466,000

PROPERTY SALES

SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
05/01/90	HERNANDO COUNTY	D	DISQUALIFIED	Y	CA	0779	0626		
01/01/90	MARTINEZ ALBERT JR &	Q	QUALIFIED	Y	WD	0619	0792		533,100

PROPERTY APPRAISER INSPECTIONS

INSP.DATE	ROLL	EMPL	CODE	REASON
03/12/24	2024	248	21	VACANT
12/17/20	2021	256	1	BUILDING PERMIT
05/15/20	2020	248	21	VACANT
12/18/15	2016	248	21	VACANT
09/15/11	2011	195	21	VACANT
03/24/00	2000	154	17	5 YEAR REVIEW

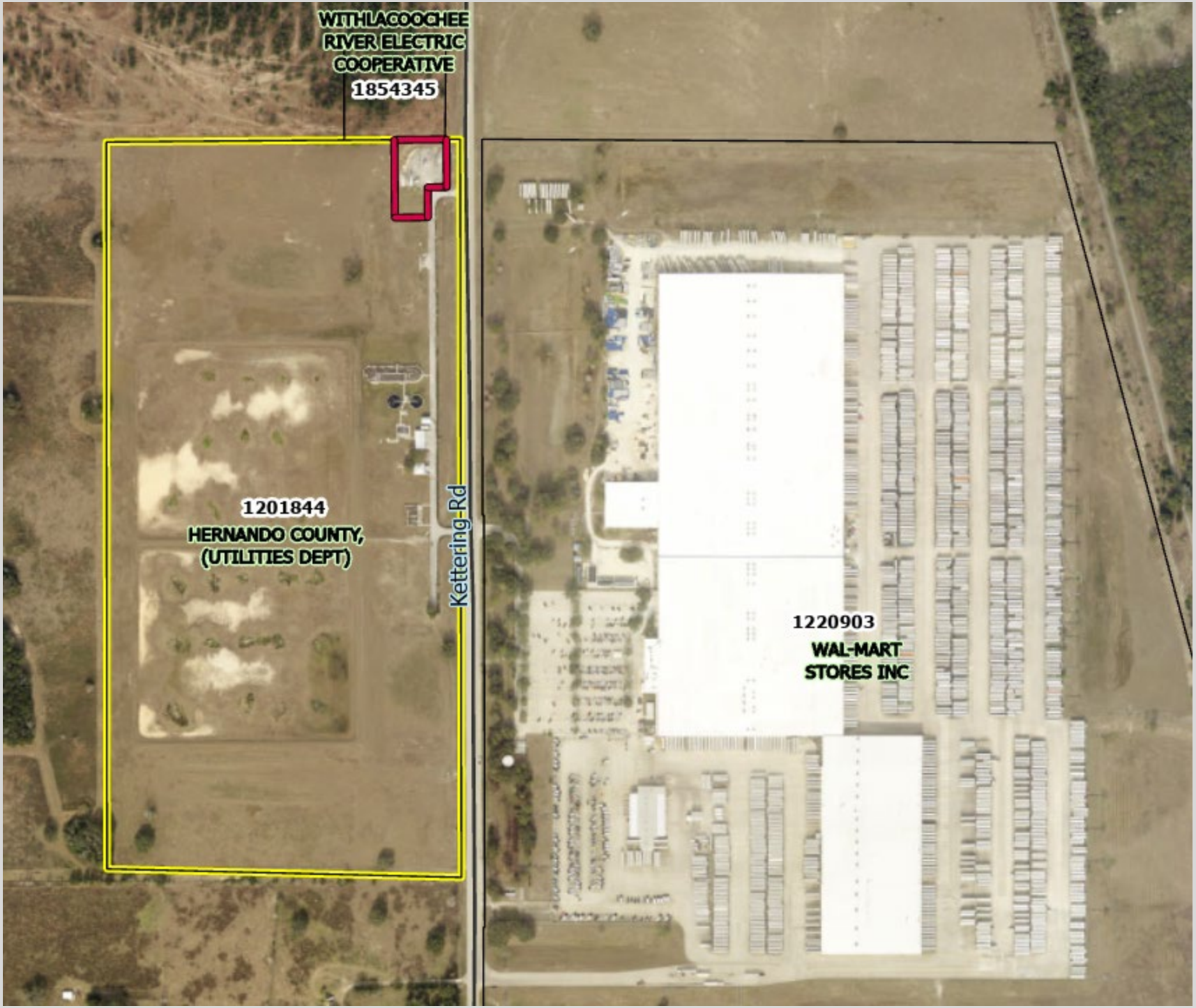
PROPERTY APPRAISER NOTES

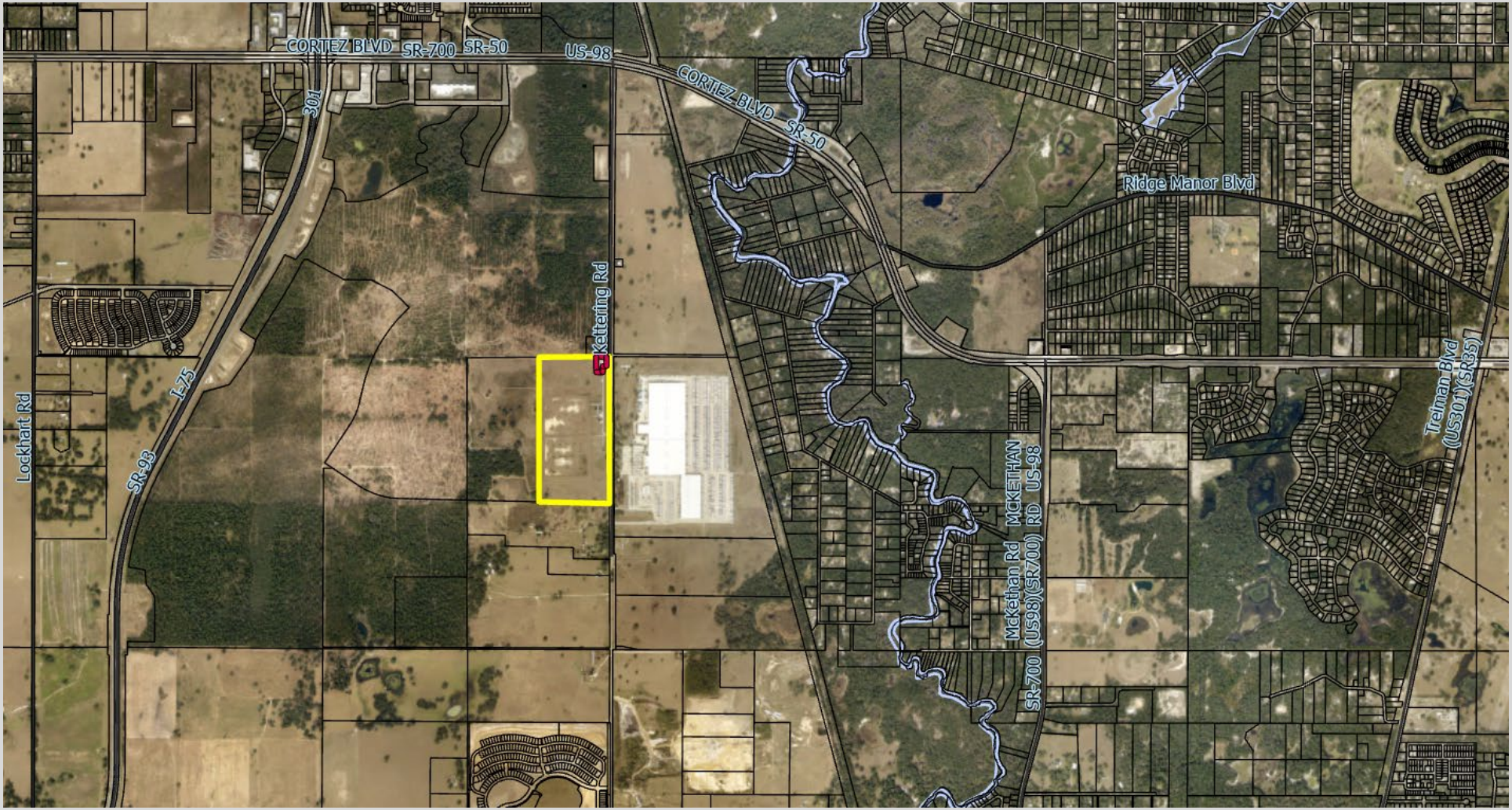
January 01 2021
KETTERING RD WASTE WATER TREATMENT PLANT

HCUD to WREC 1201844

Red = portion of parcel Key 1201844 to be transferred to WREC

1201844
HERNANDO COUNTY,
(UTILITIES DEPT)


WITHLACOOCHEE
RIVER ELECTRIC
COOPERATIVE
1854345
1201844
HERNANDO COUNTY,
(UTILITIES DEPT)
Kettering Rd
1220903
WAL-MART
STORES INC


CORTEZ BLVD
SR-700
SR-50
US-98
CORTEZ BLVD
SR-50
301
Kettering Rd
Ridge Manor Blvd
Lockhart Rd
SR-93
I-75
McKethan Rd
SR-700 (US98)
MCKETHAN RD
US-98
Treiman Blvd
(US301)(SR35)

DEED (QUIT CLAIM)

THIS DEED, made this 16 day of March 2026, by WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC., a Florida not-for-profit corporation whose address is 14651 21st Street, PO BOX 278, Dade City, FL 33526-0278, party of the first part ("GRANTOR") and HERNANDO COUNTY WATER & SEWER DISTRICT, a dependent special district of Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, party of the second part ("GRANTEE").

WITNESSETH that GRANTOR (party of the first part), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) to it in hand paid by GRANTEE (party of the second part), receipt whereof is hereby acknowledged, has granted, bargained, and sold to the to the party of the second part, its successors and assigns forever, the following described land lying and being in Hernando County, Florida:

> A parcel of land in the Southwest 1/4 of Section 4, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; run thence North 00°17'12" East along the West boundary of the Southwest 1/4 of said Section 4, 1389.40 feet; run thence South 89°42'48" East, a distance of 185.34 feet to the Point of Beginning; run thence North 89°55'38" East, a distance of 180.00 feet to a point on the West boundary of a 100 foot Florida Power Corporation Easement; run thence South 00°04'22" East along said West boundary 240.00 feet; run thence South 89°55'38" West, a distance of 180.00 feet; run thence North 00°04'22" West, a distance of 240.00 feet to the Point of Beginning.
>
> Parcel ID No.: R04 421 18 000 0010 0030
> Key No.: 1646080

SUBJECT to easements, restrictions, and reservations of record.

SUBJECT to taxes and assessments for the year 2026 and thereafter.

This conveyance specifically releases any and all minerals to the Grantee including the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum.

IN WITNESS WHEREOF the said GRANTOR has caused these presents to be executed in its name by its authorized agent on the day and year aforesaid.

WITHLACOOCHEE RIVER
ELECTRIC COOPERATIVE INC.

Witness: _____
Print name: David Gonzalez
Address: 4397 4th Isle Drive
Hernando Beach, Fl 34607

By: _____
Print name: David B. Lambert
Title: Executive VP and General manager

Witness: _____
Print name: Gary Steele
Address: 6 Calendula CT W
Homosassa, FL 34446

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of March, 2026, by David B. Lambert as Ex. VP + General Manager for Withlacoochee River Electric Cooperative Inc., a Florida not-for-profit corporation who is ☑ personally known to me or ☐ who provided _____ as identification.

Cindy Noll
Notary Public Cindy Noll

CINDY NOLL
MY COMMISSION # HH 488781
EXPIRES: May 8, 2028

HERNANDO COUNTY, FLORIDA
PROPERTY RECORD CARD

2025 PRELIMINARY TAX ROLL

KEY #	01646080	PRINTED ON	09/18/25	PAGE	1
PARCEL #	R04 421 18 0000 0010 0030	SITUS	PONCE DE LEON BLVD		
OWNER(S)	WITHLACOOCHEE RIVER ELEC	PARCEL DESCRIPTION	A TRACT 180FT X 240FT MOL IN W1/4 OF SW1/4 DES IN		
MAILING ADDRESS UPDATED 09/02/15	PO BOX 278 DADE CITY FL 33526-0278	UPDATED 10/27/06	ORB 2345 PG 1624		

MISCELLANEOUS PROPERTY INFORMATION

SQUARE FOOTAGE	43,560	
ACRES	1.00	
JURISDICTION	C	COUNTY
LEVY CODE	CWES	COUNTY WIDE EMS
NEIGHBORHOOD	AC02	AC US 19 E TO C98
SUBDIVISION	0	
DOR LAND USE	99	ACREAGE NOT CLASSIFIED
NON-AD VALOREM DIST1	36	H.C. FIRE/RESCUE DISTRICT

January 2023 GIS AERIAL

2025-01-00 PROPERTY VALUES

		COUNTY	SCHOOL	SWFWMD	MUNICIPALITY
LAND		34,000	34,000	34,000	
BUILDINGS	+				
FEATURES AND OUT BUILDINGS	+				
JUST/MARKET VALUE	=	34,000	34,000	34,000	
VALUE PRIOR TO CAP		34,000	34,000	34,000	
ASSESSED VALUE		13,690	34,000	13,690	
EXEMPT VALUE	-				
TAXABLE VALUE	**=**	**13,690**	**34,000**	**13,690**	
CLASSIFIED LAND USE VALUE					

LAND INFORMATION

CODE	DESCRIPTION	AG	LAST UPDT	CAP YEAR	EXC CAP	GRADE	FRONTAGE	DEPTH	UNITS	MEASURE				ADJ RATE	VALUE
99	ACREAGE	N	2006		Y				1.00	ACRES				34,000.00	34,000

BUSINESSES ON PROPERTY

KEY #	BUSINESS NAME	NAICS	BUSINESS TYPE

ADDRESSES ON PROPERTY

SITUS
PONCE DE LEON BLVD

PROPERTY SALES

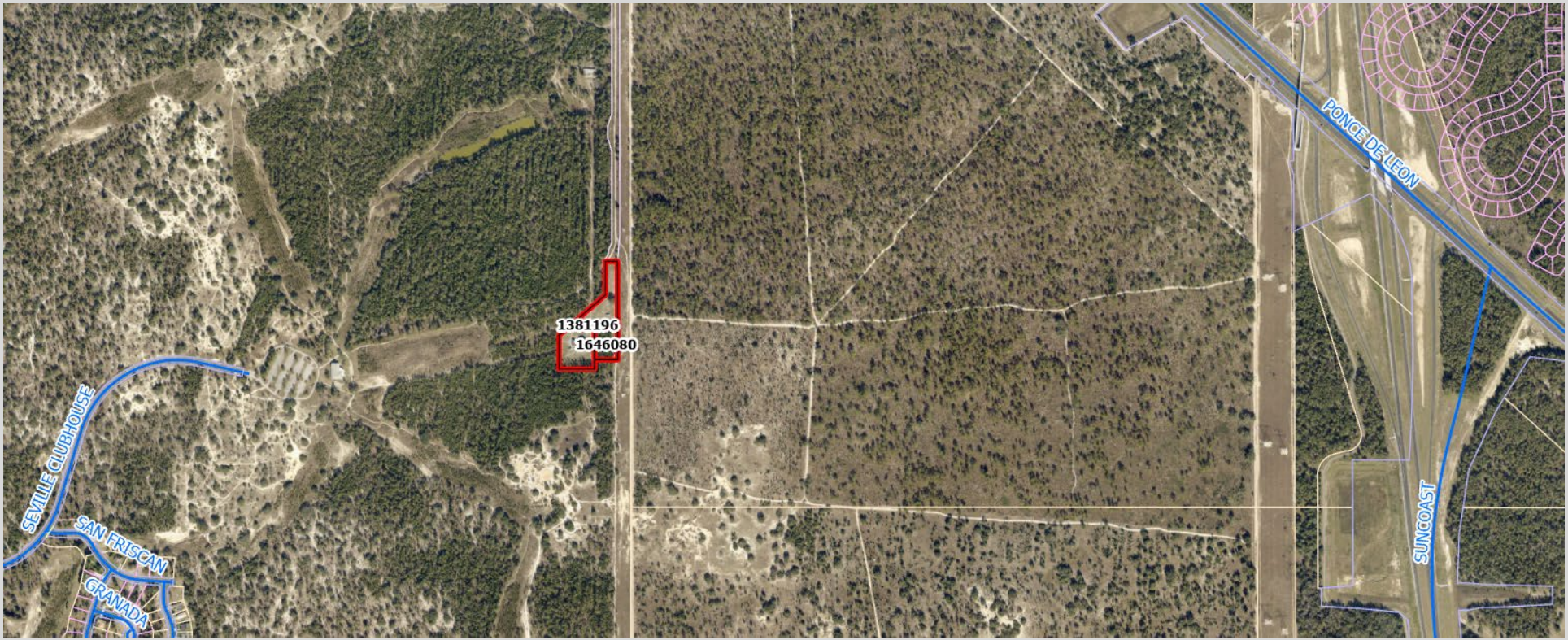
SALE DATE	NEW OWNER	CODE	DESCRIPTION	VAC?	INST	OR BOOK	OR PAGE	SALEGRP	VALUE
10/27/06	SEVILLE LLC	S	SPLIT (REQUI	Y	SW	2069	0353		44,720,000
10/09/06	WITHLACOOCHEE RIVER ELEC	D	DISQUALIFIED	Y	WD	2345	1624		60,000

PROPERTY APPRAISER INSPECTIONS

INSP.DATE	ROLL	EMPL	CODE	REASON
01/03/23	2023	256	21	VACANT
01/18/18	2018	236	21	VACANT
01/10/13	2013	155	21	VACANT
03/02/09	2009	170	21	VACANT
09/18/03	2003	170	21	VACANT

WREC TO HCUD 1646080

HERNANDO COUNTY,
(WATER & SEWER)
1381196
WITHLACOOCHEE
RIVER ELEC
1646080


1381196
1646080
SEVILLE CLUBHOUSE
SAN FRISCAN
GRANADA
PONCE DE LEON
SUNCOAST

Citrus County
Hernando County
Ponce De Leon Blvd(US98)(SR700)
Commercial Way
Thrasher Ave
Suncoast Pkwy

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.27, FLORIDA STATUTES.

WHEREAS, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners on behalf of Hernando County Water & Sewer District, a dependent special district of Hernando County, Florida ("County"), is authorized and empowered by §§ 125.01, et seq., to make an exchange of County real property for other real property for County purposes; and,

WHEREAS, the County holds and possesses certain real property legally described as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-
TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.
A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844; and,

WHEREAS, the County desires to make an exchange of properties and convey such real property to Withlacoochee River Electric Cooperative, Inc., a Florida not-for-profit corporation, for certain other real property legally described as:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; RUN THENCE NORTH 00°17'12" EAST ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 1389.40 FEET; RUN THENCE SOUTH 89°42'48" EAST, A DISTANCE OF 185.34 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 89°55'38" EAST, A DISTANCE OF 180.00 FEET TO A POINT ON THE WEST BOUNDARY OF A 100 FOOT FLORIDA POWER CORPORATION EASEMENT; RUN THENCE SOUTH 00°04'22" EAST ALONG SAID WEST BOUNDARY 240.00 FEET; RUN THENCE SOUTH 89°55'38" WEST, A DISTANCE OF 180.00 FEET; RUN THENCE NORTH 00°04'22" WEST, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.
Parcel ID No.: R04 421 18 000 0010 0030
Key No.: 1646080; and,

WHEREAS, § 125.37, Florida Statutes, and County Policy 19-07 require a resolution of the Board of County Commissioners as evidence of approval and specific authority to take the actions authorized hereunder.

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

SECTION 1. The conveyance of such County real property as described and set forth herein to Withlacoochee River Electric Cooperative, Inc., by Statutory Deed in exchange and conveyance of other certain real property as described and set forth herein by Warranty Deed from Withlacoochee River Electric Cooperative, Inc., to Hernando County, is hereby approved and authorized pursuant to the County's Home Rule powers under Ch. 125, Florida Statutes, and the Chairman's authority to execute a Statutory Deed in connection therewith upon review and approval of such documents by the County Attorney's Office.

ADOPTED in Regular Session this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

ATTEST

_____
DOUG CHORVAT, JR., Clerk of Court and Comptroller

_____
JERRY CAMPBELL, Chairman

Approved as to form and legal sufficiency

Jon Jouben
_____
County Attorney

INSTR #2026047158 BK: 4734 PG: 432 Page 1 of 7
FILED & RECORDED 7/14/2026 8:40 AM ALD Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $61.00

RESOLUTION NO. 2026-083

A RESOLUTION OF THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AUTHORIZING THE EXCHANGE OF REAL PROPERTY PURSUANT TO SECTION 125.27, FLORIDA STATUTES.

WHEREAS, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners on behalf of Hernando County Water & Sewer District, a dependent special district of Hernando County, Florida ("County"), is authorized and empowered by §§ 125.01, et seq., to make an exchange of County real property for other real property for County purposes; and,

WHEREAS, the County holds and possesses certain real property legally described as follows:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-
TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.
A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844; and,

WHEREAS, the County desires to make an exchange of properties and convey such real property to Withlacoochee River Electric Cooperative, Inc., a Florida not-for-profit corporation, for certain other real property legally described as:

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 21 SOUTH, RANGE 18 EAST, HERNANDO COUNTY, FLORIDA; RUN THENCE NORTH 00°17'12" EAST ALONG THE WEST BOUNDARY OF THE SOUTHWEST 1/4 OF SAID SECTION 4, 1389.40 FEET; RUN THENCE SOUTH 89°42'48" EAST, A DISTANCE OF 185.34 FEET TO THE POINT OF BEGINNING; RUN THENCE NORTH 89°55'38" EAST, A DISTANCE OF 180.00 FEET TO A POINT ON THE WEST BOUNDARY OF A 100 FOOT FLORIDA POWER CORPORATION EASEMENT; RUN THENCE SOUTH 00°04'22" EAST ALONG SAID WEST BOUNDARY 240.00 FEET; RUN THENCE SOUTH 89°55'38" WEST, A DISTANCE OF 180.00 FEET; RUN THENCE NORTH 00°04'22" WEST, A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING.
Parcel ID No.: R04 421 18 000 0010 0030
Key No.: 1646080; and,

WHEREAS, § 125.37, Florida Statutes, and County Policy 19-07 require a resolution of the Board of County Commissioners as evidence of approval and specific authority to take the actions authorized hereunder.

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

SECTION 1. The conveyance of such County real property as described and set forth herein to Withlacoochee River Electric Cooperative, Inc., by Statutory Deed in exchange and conveyance of other certain real property as described and set forth herein by Warranty Deed from Withlacoochee River Electric Cooperative, Inc., to Hernando County, is hereby approved and authorized pursuant to the County's Home Rule powers under Ch. 125, Florida Statutes, and the Chairman's authority to execute a Statutory Deed in connection therewith upon review and approval of such documents by the County Attorney's Office.

ADOPTED in Regular Session this 28th day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

ATTEST

Irenke Suriga, Deputy Clerk
DOUG CHORVAT, JR., Clerk of Court and Comptroller

SEAL
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

JERRY CAMPBELL, Chairman

Approved as to form and legal sufficiency

Jon Jouben
County Attorney

CERTIFICATE OF DISPOSITION OF UTILITY SYSTEM PROPERTY

The undersigned, as the duly authorized County Administrator of Hernando County, Florida, charged with the normal acquisition, construction, operation, maintenance, or repair of the portion of the Utility System property described below, does hereby certify as follows:

1. This Certificate is issued pursuant to Hernando County, Florida, Resolution No. 2021-30, adopted March 23, 2021, entitled Hernando County, Florida Taxable Water and Sewer Refunding Revenue Bonds, Series 2021A, and as thereafter amended from time to time (the "Bond Resolution"). The terms used herein in capitalized form are intended to have the meanings assigned to them in the Bond Resolution.

2. The County Administrator hereby certifies that the property more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

(hereinafter the "Unneeded Property"), is no longer necessary, useful, or profitable in the operation of the Utility System, and the sale or disposition thereof will not adversely affect the operation of the Utility System as it exists prior to such sale or disposition.

3. The County Administrator hereby further certifies that the compensation to be received for the Unneeded Property is less than five percent (5%) of the market value of the gross plant of the Utility System, and that the sale or disposition of such Unneeded Property will not impair the County's ability to comply with the provisions of the "Rate Covenant" found on pages 19-20 of Exhibit B of the Bond Resolution.

4. No dollar amount will be received for the sale or disposition of the Unneeded Property as a parcel of similar value owned by Withlacoochee River Electric Cooperative Inc., the Grantee, will be traded as compensation which constitutes fair and reasonable consideration for such land. Therefore, no proceeds will be derived from the transfer of such Unneeded Property to be disposed of in accordance with the provisions contained in the "No Mortgage or Sale of the System" found on pages 25-26 of Exhibit B of the Bond Resolution. The Grantee's parcel to be traded as compensation for the Unneeded Property is described as:

> A parcel of land in the Southwest 1/4 of Section 4, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; run thence North 00°17'12" East along the West boundary of the Southwest 1/4 of said Section 4, 1389.40 feet; run thence South 89°42'48" East, a distance of 185.34 feet to the Point of Beginning; run thence North 89°55'38" East, a distance of 180.00 feet to a point on the West boundary of a 100 foot Florida Power Corporation Easement; run thence South 00°04'22" East along said West boundary 240.00 feet; run thence South 89°55'38" West, a distance of 180.00 feet; run thence North 00°04'22" West, a distance of 240.00 feet to the Point of Beginning.
> Parcel ID No.: R04 421 18 000 0010 0030
> Key No.: 1646080

5. On April 28, 2026, the Board of County Commissioners of Hernando County, Florida, as the Governing Body of the Hernando County Water and Sewer District, duly authorized the sale or disposal of the Unneeded Property by its approval of Legistar agenda item no. 17239.

Dated this 28th day of April, 2026.

Approved as to form and
legal sufficiency:

County Attorney's Office

JEFF ROGERS, County Administrator
Hernando County, Florida

STATUTORY DEED
(§125.411, F.S.)

THIS DEED, made this 28th day of April 2026, by HERNANDO COUNTY WATER & SEWER DISTRICT, a dependent special district of Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, a party of the first part ("GRANTOR") and WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC., a Florida not-for-profit corporation whose address is 14651 21st Street, PO BOX 278, Dade City, FL 33526-0278, party of the second part ("GRANTEE").

WITNESSETH that GRANTOR (party of the first part), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) to it in hand paid by GRANTEE (party of the second part), receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its successors and assigns forever, the following land lying and being in Hernando County, Florida as depicted in the attached Exhibit A and more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

SUBJECT to easements, restrictions, and reservations of record.

SUBJECT to taxes and assessments for the year 2026 and thereafter.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, in its capacity as the governing body of the Hernando County Water & Sewer District, acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

(Official Seal)
ATTEST:

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

Nenke Bunga, Deputy Clerk

Douglas Chorvat, Jr.
Hernando County Clerk & Comptroller

HERNANDO COUNTY WATER
& SEWER DISTRICT

By: _____

Jerry Campbell, Chairman of the Hernando
County Board of County Commissioners

Approved as to Form & Legal Sufficiency

_____

County Attorney's Office

NOTE: This Deed shall convey only the interest of the Grantor and such board in the referenced property and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This conveyance specifically releases any and all minerals to the Grantee herein which otherwise may have been reserved under Florida Statute 270.11, including the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum.

BOUNDARY SURVEY

EXHIBIT A

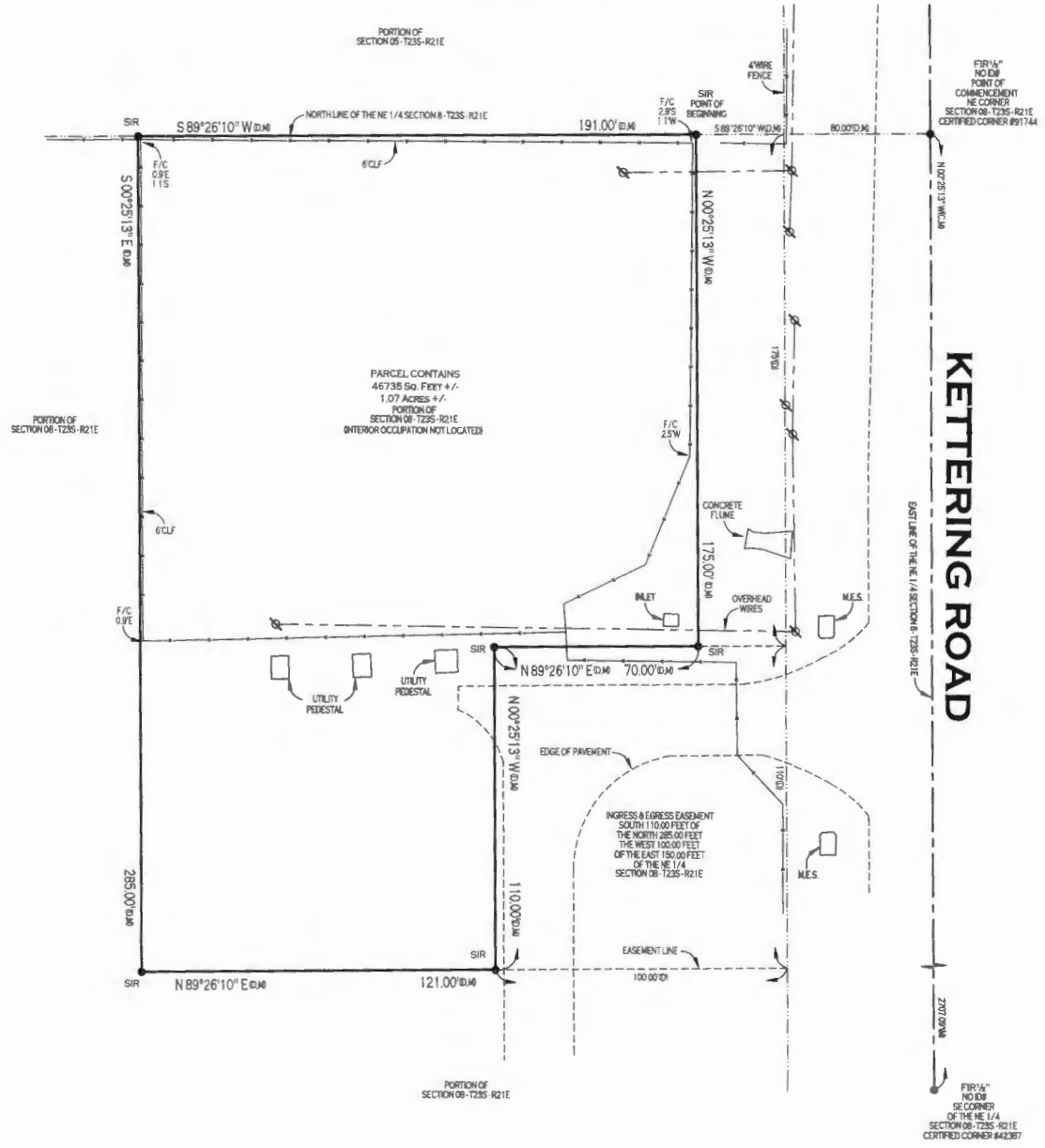
DESCRIPTION:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10" W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING; CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

SURVEYORS NOTES:

1. NO UNDERGROUND FOUNDATIONS, STRUCTURES, INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED UNLESS OTHERWISE SHOWN HEREON.
2. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, EASEMENTS OR RIGHTS OF WAY WERE FURNISHED TO THE UNDERSIGNED, UNLESS OTHERWISE SHOW HEREON.
3. THIS SURVEY IS IN NO WAY A GUARANTEE OF OWNERSHIP OF THIS PROPERTY.
4. SEE LEGEND FOR SYMBOLS AND/OR ABBREVIATIONS USED HEREON.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 8
6. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND IS ONLY FOR INFORMATIONAL PURPOSES UNLESS SO VALIDATED.
7. PURPOSE OF SURVEY: PURCHASE, SALE, MORTGAGE.



APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL No. 12053C0238D EFFECTIVE DATE: 02/02/2012

TLS SURVEYORS AND MAPPERS, INC.
LB#8009
PSM6929@GMAIL.COM
13167 SPRING HILL DRIVE
SPRING HILL, FL 34609 (352)-277-6550

DRAWN:	ESS
CHECKED BY:	ESS
SCALE:	1"=40'
FILE:	KETTERING

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Digitally signed by Eric S Smith
Date: 2025.12.31 11:55:45 -05'00'

ERIC S. SMITH — DATE
PSM No. 6929 LB#8009

12.31.25

BASIS OF BEARINGS: EAST LINE OF THE NE 1/ SECTION 8 BEING N 00°25'13" W	DATE OF SURVEY: 12.22.25	S-T-R: 08-23S-21E	NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND: M.E.S. = MITERED END SECTION
(C)= CALCULATED DATA, (D)= DEED DATA, (M)= MEASURED DATA, (P)= PLAT DATA, ℄= CENTERLINE, A/C= AIR CONDITIONER, CLF= CHAIN LINK FENCE, CONC= CONCRETE, COVD= COVERED, P/E= POOL EQUIPMENT, F/C= FENCE CORNER, "X"CF= FOUND CROSS SCRIBE, FIP= FOUND IRON PIPE, FIR= FOUND IRON ROD, FN&D= FOUND NAIL & DISK, LFE= LOWEST FLOOR ELEVATION, O.R.= OFFICIAL RECORD BOOK, P.B.= PLAT BOOK, PCP= PERMANENT CONTROL POINT, PRM= PERMANENT REFERENCE MONUMENT, R/W= RIGHT OF WAY, SIR=SET 5/8" IRON ROD & CAP LB#8009, SN&D= SET NAIL & DISK, (BT) = BUILDING TIE, W/F= WOOD FENCE, D.U.E.= DRAINAGE/UTILITY EASEMENT, ⊘ = POWERPOLE, V/F = VINYL FENCE, F/E = FENCE END, F/C = FENCE CORNER.

CERTIFICATE OF DISPOSITION OF UTILITY SYSTEM PROPERTY

The undersigned, as the duly authorized County Administrator of Hernando County, Florida, charged with the normal acquisition, construction, operation, maintenance, or repair of the portion of the Utility System property described below, does hereby certify as follows:

1. This Certificate is issued pursuant to Hernando County, Florida, Resolution No. 2021-30, adopted March 23, 2021, entitled Hernando County, Florida Taxable Water and Sewer Refunding Revenue Bonds, Series 2021A, and as thereafter amended from time to time (the "Bond Resolution"). The terms used herein in capitalized form are intended to have the meanings assigned to them in the Bond Resolution.

2. The County Administrator hereby certifies that the property more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST, HERNANDO COUNTY, FLORIDA, THENCE S 89°26'10' W, ALONG THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING: CONTINUE ALONG SAID NORTH LINE S 89°26'10" W, A DISTANCE OF 191.00 FEET, THENCE LEAVING SAID NORTH LINE, S 00°25'13" E, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 285.00 FEET, THENCE N 89°26'10" E, ON A LINE PARALLEL TO THE NORTH LINE OF SAID SECTION 8, A DISTANCE OF 121.00 FEET, THENCE N 00°25'13" W, ON A LINE PARALLEL TO THE EAST LINE OF THE NE 1/4 OF SAID SECTION 8, A DISTANCE OF 110.00 FEET, THENCE N 89°26'10" E, PARALLEL TO SAID NORTH LINE OF SAID SECTION 8, A DISTANCE OF 70.00 FEET TO A POINT THAT LIES S 00°25'13" E AND LIES 175.00 FEET SOUTH OF THE POINT OF BEGINNING, THENCE N 00°25'13" W, PARALLEL TO THE EAST LINE OF SAID NE 1/4 OF SAID SECTION 8, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 46735 SQUARE FEET +/-

TOGETHER WITH AN INGRESS / EGRESS EASEMENT OVER AND ACROSS THE SOUTH 110.00 FEET OF THE NORTH 285.00 FEET OF THE WEST 100.00 FEET OF THE EAST 150.00 FEET OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA.

A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

(hereinafter the "Unneeded Property"), is no longer necessary, useful, or profitable in the operation of the Utility System, and the sale or disposition thereof will not adversely affect the operation of the Utility System as it exists prior to such sale or disposition.

3. The County Administrator hereby further certifies that the compensation to be received for the Unneeded Property is less than five percent (5%) of the market value of the gross plant of the Utility System, and that the sale or disposition of such Unneeded Property will not impair the County's ability to comply with the provisions of the "Rate Covenant" found on pages 19-20 of Exhibit B of the Bond Resolution.

4. No dollar amount will be received for the sale or disposition of the Unneeded Property as a parcel of similar value owned by Withlacoochee River Electric Cooperative Inc., the Grantee, will be traded as compensation which constitutes fair and reasonable consideration for such land. Therefore, no proceeds will be derived from the transfer of such Unneeded Property to be disposed of in accordance with the provisions contained in the "No Mortgage or Sale of the System" found on pages 25-26 of Exhibit B of the Bond Resolution. The Grantee's parcel to be traded as compensation for the Unneeded Property is described as:

> A parcel of land in the Southwest 1/4 of Section 4, Township 21 South, Range 18 East, Hernando County, Florida, being more particularly described as follows: Commence at the Southwest corner of Section 4, Township 21 South, Range 18 East, Hernando County, Florida; run thence North 00°17'12" East along the West boundary of the Southwest 1/4 of said Section 4, 1389.40 feet; run thence South 89°42'48" East, a distance of 185.34 feet to the Point of Beginning; run thence North 89°55'38" East, a distance of 180.00 feet to a point on the West boundary of a 100 foot Florida Power Corporation Easement; run thence South 00°04'22" East along said West boundary 240.00 feet; run thence South 89°55'38" West, a distance of 180.00 feet; run thence North 00°04'22" West, a distance of 240.00 feet to the Point of Beginning.
> Parcel ID No.: R04 421 18 000 0010 0030
> Key No.: 1646080

5. On April 28, 2026, the Board of County Commissioners of Hernando County, Florida, as the Governing Body of the Hernando County Water and Sewer District, duly authorized the sale or disposal of the Unneeded Property by its approval of Legistar agenda item no. 17239.

Dated this 28th day of April, 2026.

Approved as to form and
legal sufficiency:

County Attorney's Office

JEFF ROGERS, County Administrator
Hernando County, Florida

STATUTORY DEED
(§125.411, F.S.)

THIS DEED, made this 28th day of April 2026, by HERNANDO COUNTY WATER & SEWER DISTRICT, a dependent special district of Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, a party of the first part ("GRANTOR") and WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE INC., a Florida not-for-profit corporation whose address is 14651 21st Street, PO BOX 278, Dade City, FL 33526-0278, party of the second part ("GRANTEE").

WITNESSETH that GRANTOR (party of the first part), for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) to it in hand paid by GRANTEE (party of the second part), receipt whereof is hereby acknowledged, has granted, bargained, and sold to the party of the second part, its successors and assigns forever, the following land lying and being in Hernando County, Florida as depicted in the attached Exhibit A and more particularly described as:

A PARCEL OF LAND LYING IN THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 23 SOUTH, RANGE 21 EAST HERNANDO COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

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A Portion of Parcel ID No.: R08 423 21 0000 0010 0031
Key No.: 1201844

SUBJECT to easements, restrictions, and reservations of record.

SUBJECT to taxes and assessments for the year 2026 and thereafter.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, in its capacity as the governing body of the Hernando County Water & Sewer District, acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

(Official Seal)
ATTEST:

BOARD OF COUNTY COMMISSIONERS SEAL HERNANDO COUNTY, FLORIDA

Nenke Bunga, Deputy Clerk

Douglas Chorvat, Jr.
Hernando County Clerk & Comptroller

HERNANDO COUNTY WATER
& SEWER DISTRICT

By: _____
Jerry Campbell, Chairman of the Hernando
County Board of County Commissioners

Approved as to Form & Legal Sufficiency

_____
County Attorney's Office

NOTE: This Deed shall convey only the interest of the Grantor and such board in the referenced property and shall not be deemed to warrant the title or to represent any statement of facts concerning the same. This conveyance specifically releases any and all minerals to the Grantee herein which otherwise may have been reserved under Florida Statute 270.11, including the right of entry to any interest in phosphate, minerals, and metals or any interest in petroleum.

BOUNDARY SURVEY

EXHIBIT A

DESCRIPTION:

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SURVEYORS NOTES:

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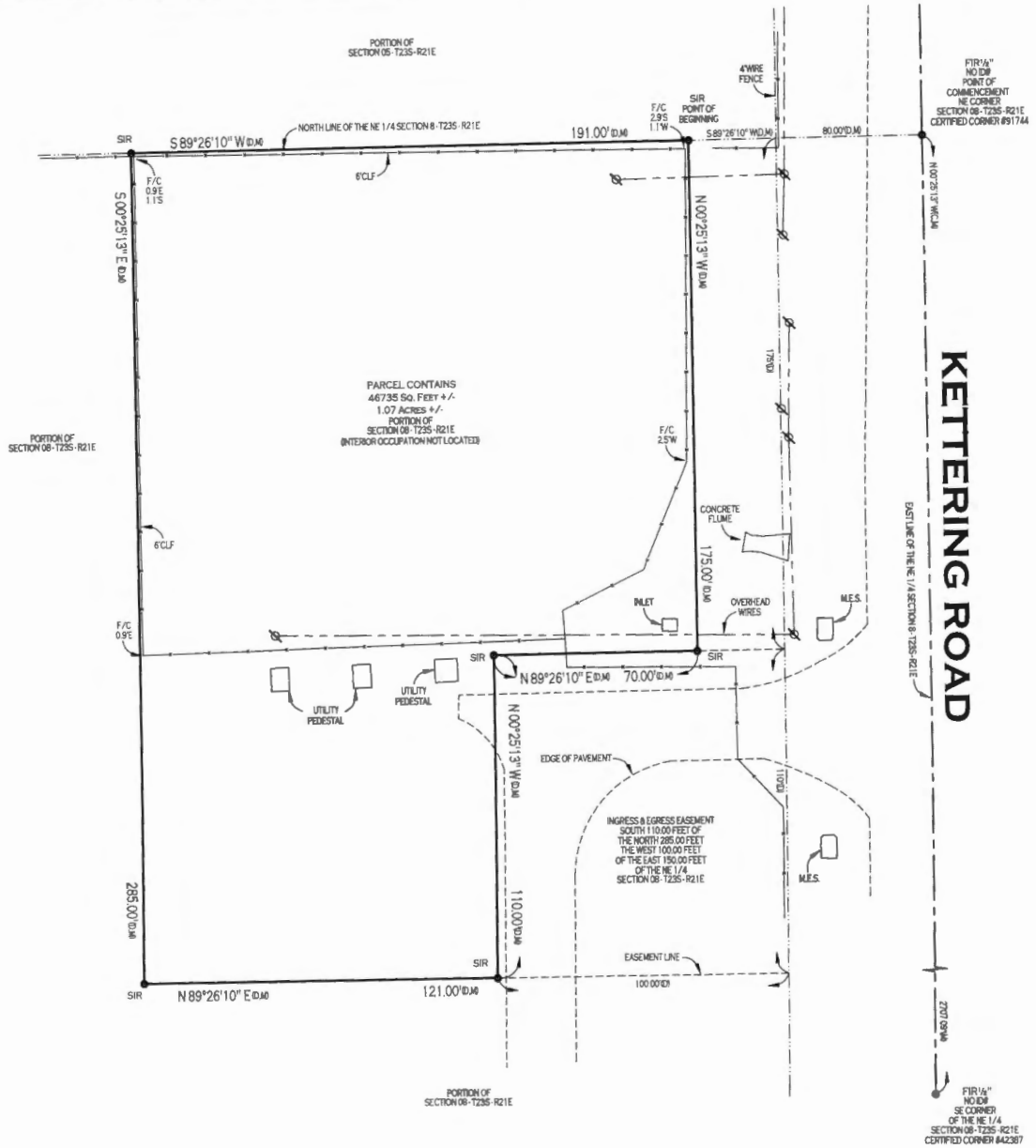


APPARENT FLOOD HAZARD ZONE: "X" COMMUNITY PANEL No. 12053C0238D EFFECTIVE DATE: 02/02/2012

TLS SURVEYORS AND MAPPERS, INC.
LB#8009
PSM6929@GMAIL.COM
13167 SPRING HILL DRIVE
SPRING HILL, FL 34609 (352)-277-6550

DRAWN:	ESS
CHECKED BY:	ESS
SCALE:	1"=40'
FILE:	KETTERING

I HEREBY CERTIFY THAT THIS SURVEY HAS BEEN MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

Eric S Smith
Digitally signed by Eric S Smith
Date: 2025.12.31 11:55:45 -05'00'

ERIC S. SMITH PSM No. 6929 LB#8009 — DATE: 12.31.25

STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

BASIS OF BEARINGS: EAST LINE OF THE NE 1/ SECTION 8 BEING N 00°25'13" W	DATE OF SURVEY: 12.22.25	S-T-R: 08-23S-21E

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

LEGEND: M.E.S. = MITERED END SECTION
(C)= CALCULATED DATA, (D)= DEED DATA, (M)= MEASURED DATA, (P)= PLAT DATA, ℄ = CENTERLINE, A/C= AIR CONDITIONER, CLF= CHAIN LINK FENCE, CONC= CONCRETE, COVD= COVERED, P/E= POOL EQUIPMENT, F/C= FENCE CORNER, "X"CF= FOUND CROSS SCRIBE, FIP= FOUND IRON PIPE, FIR= FOUND IRON ROD, FN&D= FOUND NAIL & DISK, LFE= LOWEST FLOOR ELEVATION, O.R.= OFFICIAL RECORD BOOK, P.B.= PLAT BOOK, PCP= PERMANENT CONTROL POINT, PRM= PERMANENT REFERENCE MONUMENT, R/W= RIGHT OF WAY, SIR=SET 5/8" IRON ROD & CAP LB#8009, SN&D= SET NAIL & DISK, (BT) = BUILDING TIE, W/F= WOOD FENCE, D.U.E.= DRAINAGE/UTILITY EASEMENT, ⊘ = POWERPOLE, V/F = VINYL FENCE, F/E = FENCE END, F/C = FENCE CORNER.

Board of County Commissioners

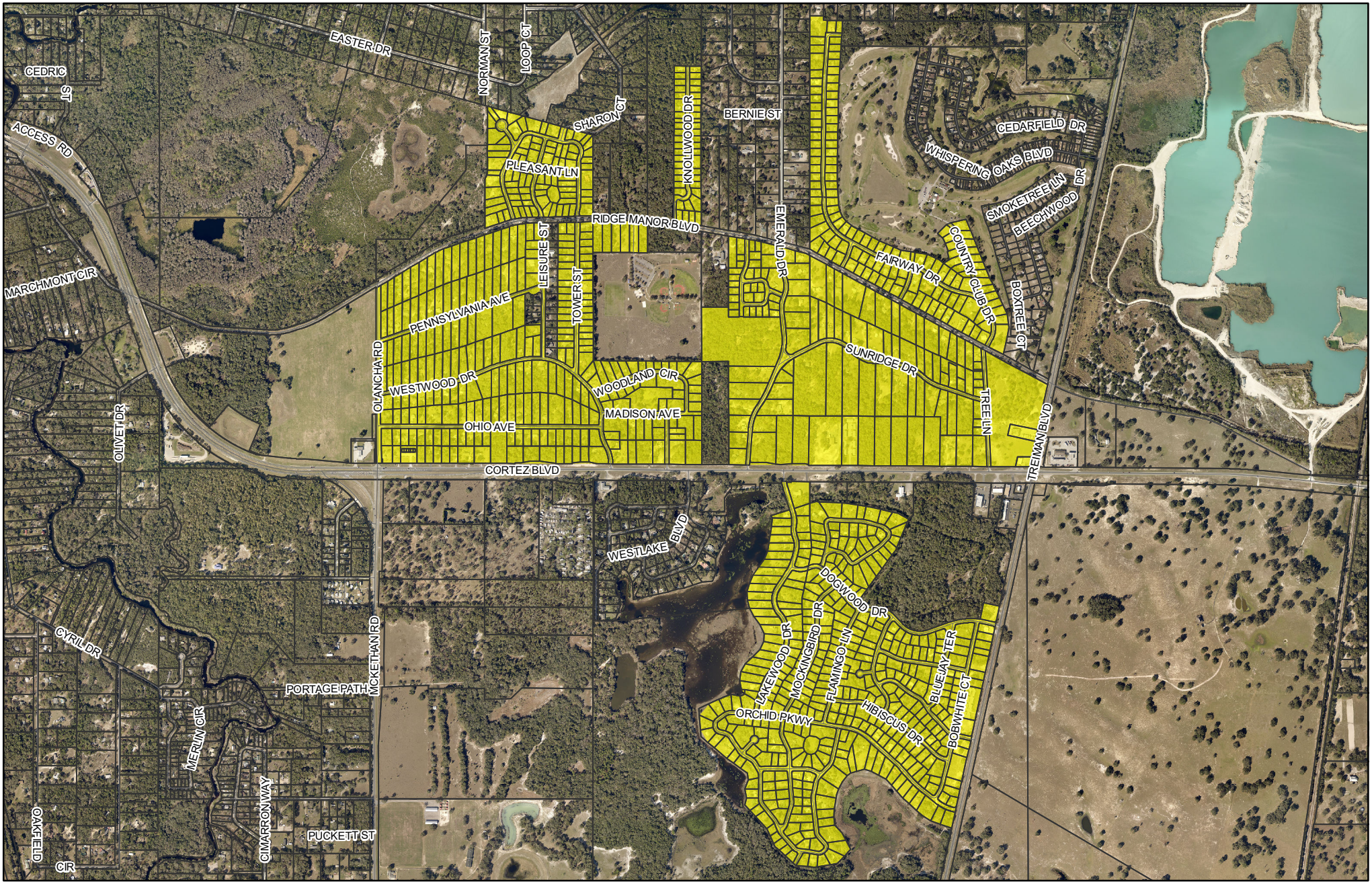
AGENDA ITEM

Meeting: 04/28/2026
Department: Department of Public Works
Prepared By: Hailey Hoffenkamp
Initiator: Todd Crosby
DOC ID: 17288
Legal Request Number:
Bid/Contract Number:

TITLE

FY 2027 Non-Ad Valorem Assessment Rate Increase for Ridge Manor Street Lighting Municipal Service Benefit Unit and Establishment of Future Maximum Rate and Associated Resolution

RESULT: ADOPTED



Ridge Manor
Street Lighting MSBU

Scale - Not To Scale
Mapped by - Dept. of Public Works/Engineering Div.
Map Date - 7/19/2019

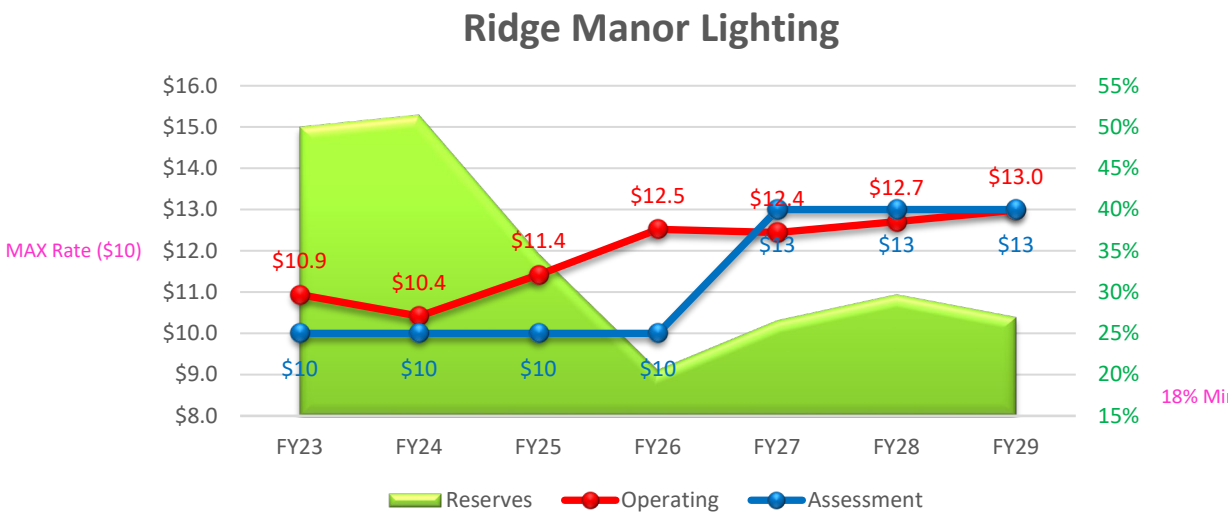
N

Hernando County Geographic Information System (GIS)
Standard Legal Disclaimer

"The information in this database or as represented upon a digital or hard copy thereof is compiled and/or generated for internal County purposes, is not necessarily officia may not reflect the most recent changes. Accordingly, use of this information is a risk, and Hernando County hereby disclaims any liability for claims, damages, inj any kind based upon use of, or reliance upon, the information herein for any purp

1453

	FY23	FY24	FY25	FY26	FY27	FY28	FY29
Operating	$10.9	$10.4	$11.4	$12.5	$12.4	$12.7	$13.0
Assessment	$10	$10	$10	$10	$13	$13	$13
Reserves	50%	51%	35%	21%	27%	30%	27%
					OVER MAX!	OVER MAX!	



Annual Increase		
Inflation	1.02	
Cost Alloca	1.05	Future
Cost Alloca	1.15	FY25
CA Cap	$2,500	
Max Rate:	$10	

n Reserves

HERNANDO COUNTY
DEPARTMENT OF PUBLIC WORKS
1525 EAST JEFFERSON STREET
BROOKSVILLE, FL 34601

NOTICE OF HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF
RIDGE MANOR STREET LIGHTING
NON-AD VALOREM ASSESSMENT
NOTICE DATE: April 28, 2026

Key #
Name
Address
City State Zip

Notice is hereby given that the Board of County Commissioners of Hernando County has scheduled a public hearing to consider increasing the Ridge Manor Street Lighting Municipal Service Benefit Unit (MSBU) non-ad valorem assessment due to operational cost increases and/or depletion of reserve funds.

A public hearing has been scheduled for Tuesday, April 28, 2026 at 9:30 a.m.or soon thereafter as agenda items may be heard in the Hernando County Government Center, 20 N. Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed assessment. All affected property owners have a right to appear at the hearing and to file written objections with the Board of County Commissioners within 20 days. If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the American with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the County Administrator's Office at 352-754-4002, at least three days prior to the date of the hearing.

The proposed Fiscal Year 2027 assessment is $13.00 per platted lot, an increase of $3.00 from FY 2026, to operate and maintain 103 street lights within the MSBU. The MSBU contains 1,135 assessable units and the estimated revenue to be collected is $14,017 based on 95% collection. A maximum assessment is proposed at $20.00 per unit.

The assessment will be collected on the ad-valorem tax bill to be mailed in November 2026, as well as collected on subsequent years' bills upon Board certification, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

Questions regarding this notice should contact Public Works at 352-754-4060 or visit our website at **www.hernandocounty.us/dpw** and click on Municipal Service Benefit Unit.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, will hold a public hearing Tuesday, April 28, 2026 beginning at 9:00 a.m. or soon thereafter as agenda items may be heard in the County Commission Chambers, Hernando County Government Center, 20 N. Main Street, Room 160, Brooksville, Florida. The purpose of the public hearing is to consider an increase of the annual non-ad valorem assessments for one (1) Municipal Service Benefit Unit.

The proposed FY 2027 annual assessment is as follows:

MSBU Name	Authorizing Ordinance	CURRENT FY26 Asmt Rate	PROPOSED FY27 Asmt Rate	PROPOSED Maximum Rate
Ridge Manor Lighting	92-17	$10.00	$13.00	$20.00

It is also proposed that the assessment approved, as a result of this public hearing, be placed on the annual property tax bill. The effect of this will be that the Tax Collector will use the same procedure now used to collect delinquent ad valorem property taxes, the issuance of a tax certificate, to collect these non-ad valorem assessments, should they become delinquent. The issuance of a tax certificate against property may result in a loss of title.

You have a right to appear and be heard at the public hearing Tuesday, April 28, 2026 at the location described above, and/or to send written comments to Hernando County Department of Public Works, 1525 East Jefferson Street, Brooksville, Florida 34601. Written comments will be entered into the record at the hearing. Should you have questions regarding this issue, please call (352) 754-4060.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street, Room 263, Brooksville, FL 34601, telephone 352-754-4000, not later than three (3) days prior to the proceedings. If hearing impaired (TDD) 352-754-4120.

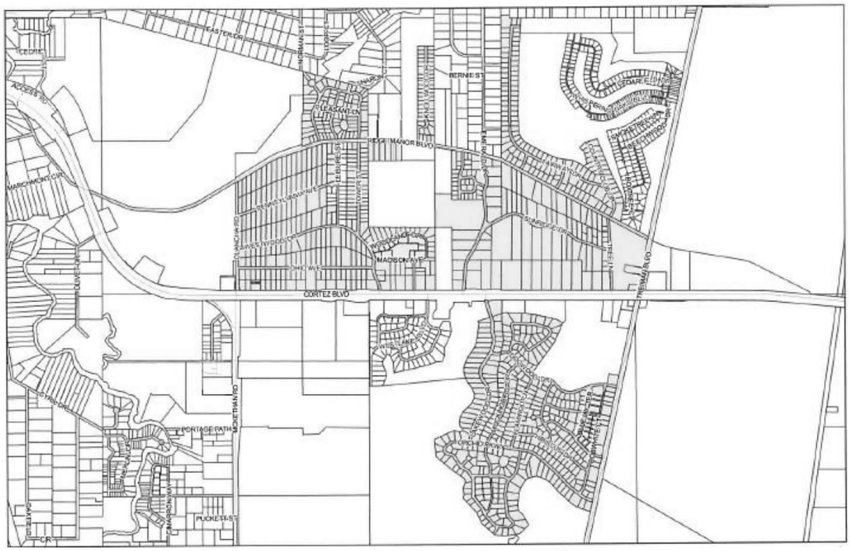
You are further advised that if a person decides to appeal any decision made by the Commission, agency or board with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purposes, they may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. All persons interested in this matter are invited to attend and be heard.

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

/s/_____
DOUGLAS A. CHORVAT, JR., CLERK

By: Paige Jefferys
DEPUTY CLERK

Publish: April 9, 2026



Ridge Manor Street Lighting MSBU

RESOLUTION NO. 2026-_____

A RESOLUTION TO ADOPT THE SPECIAL ASSESSMENT FOR ONE (1) STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT (MSBU).

WHEREAS, the Hernando County Board of County Commissioners, pursuant to Chapter 125, Florida Statutes and Hernando County Ordinance 90-07, has created the one (1) Municipal Service Benefit Unit (MSUB) listed below; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Tax Collector will include the annual non-ad valorem assessment for the **Street Lighting MSBU listed below** on the ad valorem tax bill and will use the collection methodology used for ad valorem taxes; and

WHEREAS, this Board has reviewed the comments of interested persons, both spoken and written, concerning this assessment.

MSBU Name	Authorizing Ordinance No.	FY 2026 Asmt. Rate	PROPOSED FY 2027 Asmt. Rate	PROPOSED Maximum Rate
Ridge Manor Street Lighting MSBU	92-17	$ 10.00	$ 13.00	$ 20.00

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

SECTION 1. The Board of County Commissioners adopts the assessment of $13.00 listed above per unit for the **Street Lighting Municipal Service Benefit Unit** for Fiscal Year 2027.

SECTION 2. That the assessments will be applied to the respective assessment roll in preparation for submittal to the Tax Collector prior to September 15, 2026, and pursuant to the date established by statute thereafter.

ADOPTED at a public hearing in regular session this ____ day of _____ 2026, A.D.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

_____
DOUGLAS A. CHORVAT, JR.
CLERK

By: _____
JERRY CAMPBELL
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

RESOLUTION NO. 2026-084

A RESOLUTION TO ADOPT THE SPECIAL ASSESSMENT FOR ONE (1) STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT (MSBU).

WHEREAS, the Hernando County Board of County Commissioners, pursuant to Chapter 125, Florida Statutes and Hernando County Ordinance 90-07, has created the one (1) Municipal Service Benefit Unit listed below; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the Tax Collector will include the annual non-ad valorem assessment for the **Street Lighting MSBU listed below** on the ad valorem tax bill and will use the collection methodology used for ad valorem taxes; and

WHEREAS, this Board has reviewed the comments of interested persons, both spoken and written, concerning this assessment.

MSBU Name	Authorizing Ordinance No.	FY 2026 Asmt. Rate	PROPOSED FY 2027 Asmt. Rate	Maximum Rate
Ridge Manor Street Lighting MSBU	92-17	$ 10.00	$ 14.00	$ 20.00

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Hernando County, Florida, as follows:

SECTION 1. The Board of County Commissioners adopts the assessment of $14.00 listed above per unit for the **Street Lighting Municipal Service Benefit Unit** for Fiscal Year 2027.

SECTION 2. That the assessments will be applied to the respective assessment roll in preparation for submittal to the Tax Collector prior to September 15, 2026, and pursuant to the date established by statute thereafter.

ADOPTED at a public hearing in Regular Session this 28th day of April 2026, A.D.

ATTEST: SEAL

Meike Osenga, Deputy Clerk

DOUGLAS A. CHORVAT, JR.
CLERK & COMPTROLLER

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____

JERRY CAMPBELL
CHAIRMAN

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Jessica Wright
Initiator: Jeffrey Rogers
DOC ID: 17336
Legal Request Number:
Bid/Contract Number:

TITLE

Update Regarding Accomplishments and Recommendation From Hernando County Delegation of Government Efficiency a/k/a DOGE Committee

Part I: The "10-Minute Read" (DOGE Best & Final Audit)

1. Fiscal Integrity: Transparency vs. The "Tyler" Shield

The current financial reporting structure for Hernando County is a "High-Noise, Low-Signal" environment.

- **The Documentation Gap:** Documentation requests dating back to **February 27, 2026**, remain outstanding. Departments frequently cite the "Tyler conversion" as an obstacle, but a software transition must not serve as a shield against transparency.
- **The "Black Box":** Approximately **12.8% of transactions** are funneled through **Vendor 453 (Bank of America)**. This codes excavation services alongside office supplies, rendering oversight impossible.
- **The Mandate:** The BOCC must mandate **Level 3 Merchant-Level Detail (MLD)**. Modern banking systems generate this with one click. **We need to see who got the money, not just who processed the check.**

2. Economic Development: Strategic Metrics

While the department is lean (3 staff), it lacks a "measurement loop."

- **Quantifiable Gaps:** There are currently **zero KPIs** regarding job growth or business acquisition.
- **Airport Success:** The airport remains operationally self-sustaining ("in the black") via strategic grant leverage.
- **Innovation Collective:** The **$423,000** project used federal funds, but the program's current absence from the county suggests a need for stricter vetting of "sponsored" initiatives.

3. Brooksville Main Street (BMS): The Participation Subsidy

There is a documented delta between BMS marketing and merchant reality.

- **Revenue Loss:** Local merchants report a **25% revenue loss** during BMS street events due to logistical suppression.
- **Jurisdictional Drift:** Recent requests for **$50,000 in fireworks** at Sand Hill Scout Reservation fall outside the December 2022 geofence. **This prove-out of activity beyond the district suggests that formal accreditation is not a crucial prerequisite for their fundraising efficacy.**

- **Recommendation:** Eliminate the **$55,000 annual subsidy** for overhead. Transition to a **"Zero-Baseline" model** requiring a 1:1 private match for district-specific projects.

4. Natural Resources & Parks: Asset Optimization

- **The Harvester Cost Delta:** Mechanical harvesting costs **$2,200 per acre** vs. **$150 per acre** for state contracts.
- **Operational Readiness:** Although the harvester was used on Lake Lindsey this year, it hasn't touched Hunters Lake in two years due to water levels. It was recently pulled from Lake Lindsey for the same reason. It currently carries an **$80,000 annual burden** for a machine the environment won't let us launch.
- **Camp Self-Sufficiency:** Parks and Rec must adjust fee structures to ensure all county camps are **100% self-supporting**, eliminating General Fund draws.

5. Institutional Compliance: Ordinance 2015-09

A March 2026 inspection confirmed **significant coverage of mature Brazilian pepper** at Bayport, Jenkins Creek, and Linda Pedersen. The county is currently in violation of its own laws (Ordinance No. 2015-09) due to a failure in the "measurement loop."

Part II: The 4-Minute Podium Script (Oral Presentation)

(0:00-0:45) The Data Problem "Commissioners, as an engineer, I look for signal. Right now, our fiscal signal is drowned in noise. 12.8% of our transactions are hidden in a 'Bank of America black box.' We are asking for high-fidelity detail: **We need to see who got the money, not just who processed the check.** Furthermore, we need the administration to clear the logjam; we have data requests dating back to February that are being held up by the 'Tyler conversion.' The system transition shouldn't be a shield against transparency."

(0:45-1:45) Brooksville Main Street "Regarding Brooksville Main Street: The 32-to-1 ROI they claim is a marketing ghost. Our actual brick-and-mortar merchants are reporting a 25% revenue loss during these events. We are currently providing a $55,000 annual subsidy for an organization that just asked for another $50,000 for fireworks outside their own district. We recommend moving to a 'Zero-Baseline' model. If a project has value, let them find a 1:1 private match and prove it to the market first."

(1:45-2:45) Asset Liquidation "In Natural Resources, we are carrying 'parasitic' assets. We pay a 2,000% premium—$2,200 an acre—to harvest weeds mechanically when the State can do it for $150. We have a harvester that hasn't touched Hunters Lake in two years. It

was used briefly on Lake Lindsey this year, but it’s already been pulled back out because the water is too low to launch. We are paying an $80,000 annual 'readiness' tax for a machine that the environment won't let us use. Liquidate it now. Capture the $90,000 in market value."

(2:45-3:30) Resource Realignment "Finally, we must manage our 'soft landings.' Our Library reference use is down 15%, yet we are still following a Master Plan built for a different era. Audit that plan before we sink more into brick-and-mortar debt. Conversely, our Veteran Services are starving—90% of their budget is fixed overhead. We should also be adjusting Parks and Rec fees to ensure all camps are 100% self-supporting. Stop building for books that collect dust and start building for our veterans and a self-sustaining parks system."

(3:30-4:00) Closing Call to Action "In summary: Clear the Tyler data logjam, terminate the BMS overhead, liquidate the harvester, and ensure our camps pay for themselves. Let’s manage what we measure. Thank you."

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: HCFRD
Prepared By: Rosalyn Falcon
Initiator: Paul Hasenmeier
DOC ID: 17328
Legal Request Number: 2026-164-1
Bid/Contract Number:

TITLE

Ordinance Amending Fire Protection and Emergency Medical Services Capital Facilities Impact Fee Ordinance; Amending Definitions for Compliance With Florida Impact Fee Act

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

2021 Fla. Sess. Law Serv. Ch. 2021-63 (C.S.C.S.C.S.H.B. 337) (WEST)

FLORIDA 2021 SESSION LAW SERVICE

Twenty-Seventh Legislature, First Regular Session

Additions are indicated by **Text**; deletions by ~~Text~~ .
Vetoes are indicated by ~~Text~~ ;
stricken material by ~~**Text**~~ .

Chapter 2021–63
C.S.C.S.C.S.H.B. No. 337

An act relating to impact fees; amending s. 163.31801, F.S.; defining the terms “infrastructure” and “public facilities”; requiring local governments and special districts to credit against the collection of impact fees any contribution related to public facilities or infrastructure; providing conditions under which credits may not be applied; providing limitations on impact fee increases; providing for retroactive operation; requiring specified entities to submit an affidavit attesting that impact fees were appropriately collected and expended; providing that impact fee credits are assignable and transferable regardless of when they the credits were established; requiring school districts to report specified information regarding impact fees; providing a directive to the Division of Law Revision; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.31801, Florida Statutes, is amended to read:

<< FL ST § 163.31801 >>

163.31801. Impact fees; short title; intent; minimum requirements; audits; challenges

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

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(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) ~~(3)~~ At a minimum, **each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must** ~~an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must satisfy all of the following conditions~~ :

(a) **Ensure that** the calculation of the impact fee **is** ~~must be~~ based on the most recent and localized data.

(b) ~~The local government must~~ Provide for accounting and reporting of impact fee collections and expenditures **and**~~. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity must~~ account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) **Limit** administrative charges for the collection of impact fees ~~must be limited~~ to actual costs.

(d) ~~The local government must~~ Provide notice **at least** ~~not less than~~ 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A **local government** ~~county or municipality~~ is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of ~~an ordinance or resolution imposing~~ a new or increased impact fee.

(e) **Ensure that** collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) **Ensure that** the impact fee **is** ~~must be~~ proportional and reasonably connected to, or **has** ~~have~~ a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) **Ensure that** the impact fee **is** ~~must be~~ proportional and reasonably connected to, or **has** ~~have~~ a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) ~~The local government must~~ Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) **Ensure that** revenues generated by the impact fee **are** ~~may~~ not ~~be~~ used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) ~~(4)~~ Notwithstanding any charter provision, comprehensive plan policy, ordinance, **development order, development permit,** or resolution, the local government **or special district** must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public ~~education~~ facilities **or infrastructure**, including land dedication, site planning and design, or construction. Any contribution must be applied **on a dollar-for-dollar basis at fair market value** to reduce any ~~education-based~~ impact **fee collected for the general category or class of public facilities or infrastructure for which the contribution was made** ~~fees on a dollar-for-dollar basis at fair market value~~ .

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(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6)~~(5)~~ **A local government, school district, or special district may increase an impact fee only as provided in this subsection.**

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If **an impact fee is increased** ~~a local government increases its impact fee rates~~ , the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. ~~This subsection shall operate prospectively and not retrospectively.~~

(8)~~(6)~~ **A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the**

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best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs ~~Audits of financial statements of local governmental entities and district school boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section~~ .

(9)~~(7)~~ In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10)~~(8)~~ Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and **which** receives benefits from the improvement or contribution that generated the credits. **This subsection applies to all impact fee credits regardless of whether the credits were established before or after the effective date of this act.**

(11)~~(9)~~ A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12)~~(10)~~ This section does not apply to water and sewer connection fees.

(13)~~(11)~~ In addition to the items that must be reported in the annual financial reports under s. 218.32, a **local government, school district** ~~county, municipality~~ , or special district must report all of the following **information** ~~data~~ on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

Section 2. The Division of Law Revision is directed to replace the phrase “the effective date of this act” wherever it occurs in this act with the date the act becomes a law.

Section 3. This act shall take effect upon becoming a law.

Approved by the Governor June 4, 2021.

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Filed in Office Secretary of State June 4, 2021.

End of Document

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Sec. 23-44. - Definitions.

The following definitions shall apply to this division:

Building permit means an official document or official certification which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term shall specifically include Certificates of Occupancy, Certificates of Completion, and Occupancy Permits, as those terms are defined by the Hernando County land development regulations. The terms "building permit" and "certificate of occupancy permit" also mean those municipal permits which are equivalent to these County permits, regardless of the names by which they are called within a municipality. Building permits shall include those permits which allow the installation or location of a mobile home or recreational vehicle on a site or lot.

Capital equipment is equipment with an expected use life of three (3) years or more.

Certificate of use means a certificate, required by appropriate authority under the provisions of the zoning ordinance, which authorizes the occupancy of a structure or premises and is required prior to the occupancy, change in use and under other specific conditions as outlined in the zoning ordinance.

County administrator means the county administrator and/or the county officials he or she may designate to administer the various provisions of this division.

Fee payer is a person commencing a land development activity by applying for the issuance of a building permit or certificate of use.

Fire protection and emergency medical services capital facilities are buildings, building sites, motor vehicles, communications capital equipment and other capital equipment related to fire protection and emergency medical facilities.

Independent fee calculation study means the impact documentation prepared by a fee payer to allow the determination of the impact fee other than by the use of the table in subsection 23-46(a) of this division.

(Ord. No. 86-31, § 4, 12-16-86; Ord. No. 93-11, § 4, 5-4-93; Ord. No. 96-12, § 4, 7-16-96; Ord. No. 97-17, § 4, 7-7-97; Ord. No. 2001-01, § 4, 1-9-01; Ord. No. 2009-14, § 1, 11-10-09; Ord. No. 2023-11, § 2, 9-26-23)

Business Impact Estimate

Directions: *Pursuant to Fla. Stat. s. 125.66(3)(c), as most recently amended by Ch. 2024-145, Laws of Florida, the County is required to prepare a Business Impact Statement for a range of ordinances. A list of ordinance exemptions is provided below. Please check all exemption boxes that apply to the proposed ordinance and provide the name/title date where indicated below.*

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in Fla. Stat. s. 163.3164;

b. Comprehensive plan amendments and land development regulation amendments initiated by an application submitted by a private party other than the municipality;

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Prepared by: Jon Jouben/County Attorney
Printed Name/Title/Department

Date: 3/25/2026

Regardless of whether any of the boxes are checked, Include this completed page in the agenda packet.

If none of the boxes above are checked, complete the attached Business Impact Statement, and include the completed Business Impact Statement as part of the agenda package. ***The completed Statement must be posted on the County's web site not later than the time notice of the proposed ordinance is published.***

BUSINESS IMPACT STATEMENT

This Business Impact Estimate is provided in accordance with s. 125.66(3)(c), Florida Statutes. This Business Impact Estimate may be revised following its initial posting.

ORDINANCE TITLE

AN ORDINANCE AMENDING THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES CAPITAL FACILITIES IMPACT FEES ORDINANCE; AMENDING HERNANDO COUNTY CODE SECTION 23-44, DEFINITIONS, TO BRING IT INTO COMPLIANCE WITH THE FLORIDA IMPACT FEE ACT, FLA. STAT. § 163.31801, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE SUMMARY (*must include a statement of the public purpose, such as serving the public health, safety, morals, or welfare*):

.

In 2021, the Florida Legislature amended the definitions section of the Florida Impact Fee Act, Fla. Stat. § 163.31801, by enacting Chapter 2021-63, Laws of Florida. The proposed ordinance amends the definitions section of the Fire Protection and Emergency Medical Services Capital Facilities Impact Fees Ordinance, Hernando County Code Ch. 23, Art. III, Div. 1, to bring it into compliance with the amended statute.

ESTIMATE OF THE DIRECT ECONOMIC IMPACT OF THE PROPOSED ORDINANCE ON PRIVATE, FOR-PROFIT BUSINESSES IN THE COUNTY, IF ANY:

None.

ESTIMATE OF DIRECT COMPLIANCE COSTS THAT BUSINESSES MAY REASONABLY INCUR:

None.

DESCRIPTION OF NEW CHARGES/FEES IMPOSED BY THE PROPOSED ORDINANCE OR FOR WHICH BUSINESSES WILL BE FINANCIALLY RESPONSIBLE:

None.

ESTIMATE OF THE COUNTY'S REGULATORY COSTS, INCLUDING ESTIMATED REVENUES FROM ANY NEW CHARGES OR FEES TO COVER SUCH COSTS:

None.

GOOD FAITH ESTIMATE OF THE NUMBER OF BUSINESSES LIKELY TO BE IMPACTED BY THE PROPOSED ORDINANCE:

None.

ADDITIONAL INFORMATION THE GOVERNING BODY DEEMS USEFUL (IF ANY):

N/A.

DRAFT DOCUMENT: F:\1 COUNTY ATTORNEY'S OFFICE\JAJ\Ordinances\Fire Impact Fee Ordinance Amendment\2026-3-19 Proposed Ordinance - Draft 2.wpd, March 19, 2026 (4:10pm) NOTE: additions/~~deletions~~ = language proposed for addition/deletion to existing Code provisions.

ORDINANCE NO.: 2026 -__

AN ORDINANCE AMENDING THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES CAPITAL FACILITIES IMPACT FEES ORDINANCE; AMENDING HERNANDO COUNTY CODE SECTION 23-44, DEFINITIONS, TO BRING IT INTO COMPLIANCE WITH THE FLORIDA IMPACT FEE ACT, FLA. STAT. § 163.31801, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by enacting Chapter 2021-63, amended the definitions section of the Florida Impact Fee Act, Fla. Stat. § 163.31801(3); and,

WHEREAS, the Board of County Commissioners finds that it needs to make corresponding amendments to the definitions section of the Fire Protection and Emergency Medical Services Capital Facilities Impact Fees Ordinance, Hernando County Code Ch. 23, Art. III, Div. 1, to bring it into compliance with the amended statute.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY:

Section 1. Amending Hernando County Code § 23-44, Definitions, to Bring it into Compliance with the Florida Impact Fee Act, Fla. Stat. § 163.31801. Hernando County Code § 23-44, Definitions, is hereby amended to read as follows:

Sec. 23-44. Definitions.

The definitions provided for terms "infrastructure" and "public facilities" in Fla. Stat. § 163.31801(3), as they may be amended, are hereby incorporated herein. The following definitions shall apply to this division:

Building permit means an official document or official certification which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term shall specifically include Certificates of Occupancy, Certificates of Completion, and Occupancy Permits, as those terms are defined by the Hernando County land development regulations. The terms "building permit" and "certificate of occupancy permit" also mean those municipal permits which are equivalent to these County permits, regardless of the names by which they are called within a municipality. Building permits shall include those permits which allow the installation or location of a mobile home or recreational vehicle on a site or lot.

Capital equipment ~~is equipment with an expected use life of three (3) years or more~~ includes infrastructure and public facilities.

Certificate of use means a certificate, required by appropriate authority under the provisions of the zoning ordinance, which authorizes the occupancy of a structure or premises and is required prior to the occupancy, change in use and under other specific conditions as outlined in the zoning ordinance.

County administrator means the county administrator and/or the county officials he or she may designate to administer the various provisions of this division.

Fee payer is a person commencing a land development activity by applying for the issuance of a building permit or certificate of use.

Fire protection and emergency medical services capital facilities are ~~buildings, building sites, motor vehicles, communications capital equipment and other~~ capital equipment related to the provision of fire protection and emergency medical ~~facilities~~ services.

Independent fee calculation study means the impact documentation prepared by a fee payer to allow the determination of the impact fee other than by the use of the table in subsection 23-46(a) of this division.

Section 2. Severability. It is declared to be the intent of the Board of County Commissioners that if any section, subsection, clause, sentence, phrase, or provision of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this ordinance.

Section 3. Inclusion in the Code. It is the intention of the Board of County Commissioners of Hernando County, Florida, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Hernando County, Florida. To this end, the sections of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section," "article," or any other appropriate designation.

Section 4. Conflicting Provisions Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Effective Date. This ordinance shall take effect immediately upon receipt of official acknowledgment from the office of the Secretary of State of Florida that this ordinance has been filed with said office.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY in Regular Session this _____ day of _____ 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: _____
DOUG CHORVAT, JR.
Clerk

By: _____
JERRY CAMPBELL
Chairman

Approved for Form and Legal Sufficiency

_____
County Attorney's Office

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

State of Florida, County of Broward, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Hernando County, a Daily newspaper of general circulation, printed and published in City of Brooksville, Hernando County, State of Florida; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Apr 10, 2026

Notice ID: Vlrj4mJyLwf1kYfBb0UR

Notice Name: Notice of Proposed Ordinance for 4/28/26 Mtg

Publication Fee: $0.00

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Anjana Bhadoriya

Agent

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/13/2026

S Smith

Notary Public

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING OF
PROPOSED ORDINANCE

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County Florida will hold a public hearing on **Tuesday, April 28, 2026, at 9:00 a.m. or soon thereafter** , in the Hernando County Government Center, County Commission Chambers, 20 N. Main St, Rm 160, Brooksville, Florida, to consider the following:

AN ORDINANCE AMENDING THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES CAPITAL FACILITIES IMPACT FEES ORDINANCE; AMENDING HERNANDO COUNTY CODE SECTION 23-44, DEFINITIONS, TO BRING IT INTO COMPLIANCE WITH THE FLORIDA IMPACT FEE ACT, FLA. STAT. § 163.31801; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

THIS PROPOSED ORDINANCE may be inspected by the public at the Hernando County Fire Rescue Headquarters, 15470 Flight Path Drive, Brooksville, FL 34604 between the hours of 7:30 a.m. to 4:00 p.m., M-F, legal holidays excepted, telephone 352-540-4353.

YOU HAVE A RIGHT to appear and be heard at this public meeting and/or to send any written objections to the County Commissioners at 15470 Flight Path Dr, Brooksville, Florida 34604.

YOU ARE FURTHER ADVISED that if any person decides to appeal any decision made by the Board of County Commissioners with respect to the subject matter of the hearing, that person will need to ensure a verbatim record of the proceedings is made.

ALL PERSONS INTERESTED in the above matter are invited to attend and be heard.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Maryellen Waite, Risk Management, 15470 Flight Path Dr, Brooksville, Florida 34604, Telephone 352-540-6289. If hearing impaired, please call 711 for assistance.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

/s/_____ **(SEAL)**
Douglas A. Chorvat, Jr., Clerk

By: Nienke Osinga
Deputy Clerk

Publish: April 10, 2026

From: County Ordinances
To: Ordinances; County Ordinances
Cc: Heidi Prouse; Paige Jefferys; Nienke Osinga
Subject: RE: Hernando County Ordinance No. 2026-11 - Adopted on April 28, 2026
Date: Wednesday, April 29, 2026 10:54:46 AM
Attachments: Hernando20260429_Ordinance2026_11_Ack.pdf

Good morning,

Attached is the acknowledgement letter for Hernando County Ordinance 2026-11.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Ordinances <ord@hernandoclerk.org>
Sent: Wednesday, April 29, 2026 10:43 AM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Heidi Prouse <hprouse@hernandoclerk.org>; Paige Jefferys <pjefferys@hernandoclerk.org>; Nienke Osinga <nosinga@hernandoclerk.org>
Subject: Hernando County Ordinance No. 2026-11 - Adopted on April 28, 2026

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Sender Full Name:	Nienke Osinga
Sender Phone number:	352-754-4201
County Name:	Hernando
Ordinance Number:	2026-11

Thank You,

Nienke Osinga

Administrative Services | Administrative Services Clerk I
Office of Doug Chorvat Jr., Clerk of Circuit Court and Comptroller

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

April 29, 2026

Doug Chorvat, Jr.
County Clerk
Hernando County
20 North Main Street, Rm. 362
Brooksville, Florida 34601

Dear Doug Chorvat Jr.,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Hernando County Ordinance No. 2026-11, which was filed in this office on April 29, 2026.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

DRAFT DOCUMENT: F:\1 COUNTY ATTORNEY'S OFFICE\JAJ\Ordinances\Fire Impact Fee Ordinance Amendment\2026-3-19 Proposed Ordinance - Draft 2.wpd, March 19, 2026 (4:10pm) NOTE: additions/~~deletions~~ = language proposed for addition/deletion to existing Code provisions.

ORDINANCE NO.: 2026 - 11

AN ORDINANCE AMENDING THE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES CAPITAL FACILITIES IMPACT FEES ORDINANCE; AMENDING HERNANDO COUNTY CODE SECTION 23-44, DEFINITIONS, TO BRING IT INTO COMPLIANCE WITH THE FLORIDA IMPACT FEE ACT, FLA. STAT. § 163.31801, PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature, by enacting Chapter 2021-63, amended the definitions section of the Florida Impact Fee Act, Fla. Stat. § 163.31801(3); and,

WHEREAS, the Board of County Commissioners finds that it needs to make corresponding amendments to the definitions section of the Fire Protection and Emergency Medical Services Capital Facilities Impact Fees Ordinance, Hernando County Code Ch. 23, Art. III, Div. 1, to bring it into compliance with the amended statute.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY:

Section 1. Amending Hernando County Code § 23-44, Definitions, to Bring it into Compliance with the Florida Impact Fee Act, Fla. Stat. § 163.31801. Hernando County Code § 23-44, Definitions, is hereby amended to read as follows:

Sec. 23-44. Definitions.

The definitions provided for terms "infrastructure" and "public facilities" in Fla. Stat. § 163.31801(3), as they may be amended, are hereby incorporated herein. The following definitions shall apply to this division:

Building permit means an official document or official certification which authorizes the construction, alteration, enlargement, conversion, reconstruction, remodeling, rehabilitation, erection, demolition, moving or repair of a building or structure. In the case of a change in use or occupancy of an existing building or structure, the term shall specifically include Certificates of Occupancy, Certificates of Completion, and Occupancy Permits, as those terms are defined by the Hernando County land development regulations. The terms "building permit" and "certificate of occupancy permit" also mean those municipal permits which are equivalent to these County permits, regardless of the names by which they are called within a municipality. Building permits shall include those permits which allow the installation or location of a mobile home or recreational vehicle on a site or lot.

Capital equipment ~~is equipment with an expected use life of three (3) years or more~~ includes infrastructure and public facilities.

Certificate of use means a certificate, required by appropriate authority under the provisions of the zoning ordinance, which authorizes the occupancy of a structure or premises and is required prior to the occupancy, change in use and under other specific conditions as outlined in the zoning ordinance.

County administrator means the county administrator and/or the county officials he or she may designate to administer the various provisions of this division.

Fee payer is a person commencing a land development activity by applying for the issuance of a building permit or certificate of use.

Fire protection and emergency medical services capital facilities are ~~buildings, building sites, motor vehicles, communications capital equipment and other~~ capital equipment related to the provision of fire protection and emergency medical ~~facilities~~ services.

Independent fee calculation study means the impact documentation prepared by a fee payer to allow the determination of the impact fee other than by the use of the table in subsection 23-46(a) of this division.

Section 2. Severability. It is declared to be the intent of the Board of County Commissioners that if any section, subsection, clause, sentence, phrase, or provision of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of the remaining portions of this ordinance.

Section 3. Inclusion in the Code. It is the intention of the Board of County Commissioners of Hernando County, Florida, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Hernando County, Florida. To this end, the sections of this Ordinance may be renumbered or relettered to accomplish such intention, and that the word "ordinance" may be changed to "section," "article," or any other appropriate designation.

Section 4. Conflicting Provisions Repealed. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Effective Date. This ordinance shall take effect immediately upon receipt of official acknowledgment from the office of the Secretary of State of Florida that this ordinance has been filed with said office.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY in Regular Session this 28th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

SEAL

Attest: Nienke Bunga, Deputy Clerk
DOUG CHORVAT, JR.
Clerk

By:
JERRY CAMPBELL
Chairman

Approved for Form and Legal Sufficiency

County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Landfill
Prepared By: Liana Teague
Initiator: Scott Harper
DOC ID: 17024
Legal Request Number: 2025-556
Bid/Contract Number:

TITLE

Resolution Adopting Revised Rates, Fees and Charges for Solid Waste Disposal Services at Hernando County Solid Waste Management Facility and Convenience Centers

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Ryan Amsler
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

RESOLUTION NO. 2026-__

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, ADOPTING REVISED RATES, FEES AND CHARGES FOR SOLID WASTE DISPOSAL SERVICES PROVIDED BY HERNANDO COUNTY; INCORPORATING WHEREAS CLAUSES; ADOPTING REVISED TIPPING FEES AND CHARGES FOR DISPOSAL OF SOLID WASTE AT THE HERNANDO COUNTY SOLID WASTE MANAGEMENT FACILITY AND CONVENIENCE CENTERS; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paragraph 125.01(1)(k), Florida Statutes, authorizes and empowers the Board of County Commissioners of Hernando County, Florida, to provide and regulate waste disposal; and

WHEREAS, pursuant to Subsection 403.706(1), Florida Statutes, the Board of County Commissioners of Hernando County has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the County; and

WHEREAS, pursuant to Article II of Chapter 14, Hernando County Code of Ordinances, Hernando County owns and operates a solid waste management facility to provide adequate solid waste disposal for the County; and

WHEREAS, Subsection 403.706(1) authorizes Hernando County to charge reasonable fees for the handling and disposal of solid waste at its solid waste management facility; and

WHEREAS, Subsection 403.7049(5), Florida Statutes, authorizes Hernando County to charge solid waste disposal fees which may vary based on a number of factors, including, but not limited to, the amount, characteristics, and form of recyclable materials present in the solid waste that is brought to the County's solid waste management facility for processing or disposal; and

WHEREAS, Paragraph 14-64.14(b)(4), Hernando County Code of Ordinances, authorizes the Board of County Commissioners to adopt a resolution incorporating a schedule of tipping fees to be charged by the County for receiving and disposing of solid waste within the County and for receiving and disposing of special waste; and

WHEREAS, pursuant to Subsection 14-64.14(b), Hernando County Code of Ordinances, the Board of County Commissioners may reasonably classify types of solid waste in fixing tipping fees for solid waste disposal; and

WHEREAS, on June 13, 2023, the Board of County Commissioners of Hernando County adopted Resolution No. 2023-126, which established revised tipping fees and charges for disposal of solid waste at the Hernando County solid waste management facility; and

WHEREAS, the County retained Raftelis Financial Consultants, Inc. to prepare a report entitled Fiscal Year 2025 Solid Waste Revenue Sufficiency Study dated May 30, 2025 (the

"Report"), relating to revised rates, fees, assessments, and other charges to fund the solid waste disposal and resource recovery system, which Report is incorporated in this Resolution by reference; and

WHEREAS, based on the Report, the consultants retained by the County and County staff have recommended changes to tipping fees and charges for disposal of solid waste and special waste, at the solid waste management facility and convenience centers; and

WHEREAS, the Board of County Commissioners has reviewed the recommended changes and has determined that the revised tipping fees and charges set forth in this Resolution are necessary for disposal of solid waste and special waste at the solid waste management facility and convenience centers to cover the costs of providing disposal services and to finance operation and maintenance of the solid waste disposal and resource recovery system in a fiscally responsible manner; and

WHEREAS, Subsection 14-64.14(b) requires that the resolution incorporating the schedule of tipping fees for solid waste disposal services must be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, Subsection 14-64.14(b) requires that notice of the time, place and purpose of the public hearing shall be given by publication in a newspaper of general circulation in the County once each week for two (2) weeks prior to the hearing; and

WHEREAS, Notice of Public Hearing to consider this Resolution was duly published in a newspaper of general circulation in Hernando County; and

WHEREAS, on December 16, 2025, the Board of County Commissioners held a public hearing to consider this Resolution; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County and the solid waste disposal and resource recovery system to adopt revised tipping fees and charges for disposal of solid waste and special waste at the solid waste management facility and convenience centers.

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

SECTION 1. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to Sections 125.01, 403.7049, and 403.706, Florida Statutes, and Division 3 of Article II of Chapter 14, Hernando County Code of Ordinances, the Board of County Commissioners of Hernando County hereby adopts the following revised tipping fees and charges for receiving and disposal of various types of solid waste at the Hernando County solid waste management facility generated from within the County:

Type of Waste	**Disposal Fee (* indicates increase)**
Class 1 Solid Waste – Garbage, rubbish, refuse, or other discarded material resulting from domestic, industrial, commercial, agricultural, or government operations.	$62.47 per ton*
Construction and Demolition Debris – Discarded material considered not water soluble and non-hazardous, including, but not limited to, steel, glass, brick, concrete, asphalt, pipe, wallboard, lumber, and roofing materials from construction, demolition, or renovation of structures.	$78.47 per ton*
Yard Trash – Vegetative matter resulting from landscaping maintenance, which includes tree and shrub trimmings, grass clippings, palm fronds, trees, and tree stumps.	$56.27 per ton*
Personal Watercraft – Boats, jet-skis, and wave runners.	$62.47 per ton*
Sludge	$62.47 per ton*
Automobile Tires – Passenger car, motorcycle, and light truck tires (16 inches or less).	$154.88 per ton*
Semi-Truck Tires – Road-type, heavy truck, and semi-tractor tires (greater than 16 inches).	$154.88 per ton*
Off-Road Tires – Heavy equipment tires and racing slicks.	$206.50 per ton*
Travel Trailer – Without tires.	$230.00 flat fee
Travel Trailer – With tires.	$255.00 flat fee
Single-Wide Mobile Home – Without tires.	$400.00 flat fee
Single-Wide Mobile Home – With tires.	$450.00 flat fee
Double-Wide Mobile Home – Without tires.	$790.00 flat fee
Double-Wide Mobile Home – With tires.	$825.00 flat fee
Convenience Center Fee – Up to 5 bags; maximum of 60 gallons per bag	$5.00 flat fee
Convenience Center Fee – Per visit	$15.00 per visit

Recycling – Paper, cardboard, plastic, aluminum, tin, metal *Program items subject to change without notice	$0
Household Hazardous Waste – Medications, sharps, Paint, oil, batteries, pesticides, herbicides, fluorescent bulbs, gasoline, solvents, paint thinner/remover, pool chemicals, household cleaners, mercury thermostats *Program items subject to change without notice	$0

SECTION 3. All prior and conflicting resolutions or parts of resolutions, including but not limited to Resolution No. 2023-126, shall be repealed, rescinded, superseded and replaced by this Resolution.

SECTION 4. In the event that any provision, portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining provisions, portions or sections of this Resolution which shall remain in full force and effect.

SECTION 5. This Resolution and the revised rates, fees and charges established in this Resolution shall become effective May 1, 2026.

ADOPTED in Regular Session this ____ day of _____, 2026.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

_____
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By:_____
Jerry Campbell, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Jon Jouben
County Attorney's Office

Hernando County

Fiscal Year 2025 Solid Waste Revenue Sufficiency Study

May 30, 2025

RAFTELIS

This page is intentionally left blank to facilitate two-sided printing.

RAFTELIS

May 30, 2025

Mr. Scott Harper
Solid Waste Services Manager
Hernando County – Solid Waste and Recycling Department
14450 Landfill Road
Brooksville, FL 34614

Subject: Fiscal Year 2025 Solid Waste Revenue Sufficiency Study

Dear Mr. Harper:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this report for your review and consideration regarding the preparation of a 10-year revenue sufficiency study (the "Study") for the Solid Waste and Recycling Department (the "Department") on behalf of Hernando County's (the "County") solid waste system (the "System"). The projected forecast period being evaluated encompasses the Fiscal Years 2025 (current budget year) through 2035 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." The following identifies the primary purpose of the Study:

- Identify the sufficiency of revenues derived from the current charges for solid waste collection and disposal service to fund the projected expenditures of the Department and provide sufficient net revenues to fund necessary transfers for future landfill closure, long-term care, and expansion.

- Evaluation of the System's overall financial position and cash balances / reserves relative to identified need (i.e., accumulated landfill closure and long-term care liabilities, operating capital, etc.), best management practices, and financial targets.

The Study is based on information provided by Department staff including, but not limited to, collection and disposal assessment units, historical waste deliveries to County facilities, historical financial operating results, budgetary information, capital plans, and long-term liabilities associated with long-term care and closure of the County's landfills.

Based on the assumptions and analyses reflected in this report, which should be read in its entirety, we are of the opinion that the current rates of the Department will not be sufficient to meet the projected revenue requirements of the Department for the Forecast Period.

The following table ES-1 provides a summary of the identified rate revenue adjustments for the Forecast Period recognizing financial projections under current operations.

341 N. Maitland Avenue, Suite 300
Maitland, FL 32751
www.raftelis.com

Table ES-1. Identified Rate Revenue Adjustments by Fiscal Year

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Disposal System Assessment [1]	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Disposal System Tipping Fees [1]	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Collection System [1] [2]	7.31%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.
[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

As can be seen above, the disposal fee adjustments (i.e., disposal assessment and tipping fees) and the collection system rate adjustments are generally consistent annually. The following provides a general listing of the key factors driving the need to adjust revenues:

1) Disposal System Rate Revenue Adjustments:
   a) General inflation in the cost of existing operating expenses, which is assumed to average approximately 3.41% per year throughout the Forecast Period.

   b) Increased funding for a landfill cell expansion to provide the County with approximately 25 years of lined cell capacity and construction began in the Fiscal Year 2023.

   c) Continued funding of the storm reserve fund with a target balance of approximately $2.0 million to ensure the County has necessary funds for debris clean up.

   d) Incremental growth in operating expenses associated with the implementation of a composting program to address sludge disposal from the County's wastewater treatment facilities and disposal of yard waste, which is currently being land applied and not considered as a sustainable means of disposal.

2) Collection System Rate Revenue Adjustments:
   a) The projected rate revenue adjustment for FY26 is necessary to fund the increased contracted cost of collection services with Coastal Waste. Projected rate adjustments in subsequent fiscal years are intended to provide annual indexing to account for rising costs associated with collection operations, including labor, vehicles, fuel, and other related expenses. These adjustments are based on the Bureau of Labor Statistics' Water, Sewer, and Trash Index, which has averaged an annual increase of approximately 4.03% over the past decade.

Based on the rate revenue adjustments identified for the disposal system, a rate alternative was developed in efforts to minimize customer rate impacts. The identified rates are projected to fund the revenue requirements of the System and maintain adequate cash reserves while phasing in rate adjustments over time.

Table ES-2 provides a summary of the principal assessments and fees recommended for the Fiscal Year 2025.

Table ES-2. Summary of Existing and Identified Rates – Fiscal Year 2025

Description	Existing 2025	Identified 2026
Assessments:		
Collection [1]	$202.56	$217.37
Disposal	98.04	101.23
Gross Assessment [2]	$300.60	$318.60
Assessment Paid in February = 1% Discount	$297.59	$315.41
Assessment Paid in January = 2% Discount	294.59	312.23
Assessment Paid in December = 3% Discount	291.58	309.04
Assessment Paid in November = 4% Discount	288.58	305.85
Multi-Family	$88.61	$91.49
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$60.50	$62.47
Yard Waste	54.50	56.27
C&D	76.00	78.47
Sludge	60.50	62.47
Tires	150.00	154.88
Tires (Off Road)	200.00	206.50
Personal Watercraft	60.50	62.47
Convenience Center		
Cost Per Visit	$0.00	$15.00

[1] Existing rates for Fiscal Year 2025 as adopted by the BOCC. Recommended Fiscal Year 2026 rates represent a pass-through adjustment for collection customers in the Mandatory Collection Area of the County. Amounts based on requested adjustment by the Franchise Hauler.
[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.

As can be seen above, the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report. It is recommended that the County consider adoption of the recommended convenience center rate per visit, which was determined based on information related to the estimated number of visits to the convenience centers and the total operating costs of the convenience centers. It is recommended that the County annually review the financial forecast to confirm the timing and level of required future rate revenue adjustments.

We appreciate the opportunity to be of service to the County and the Department and would like to take the opportunity to thank the staff for their efforts and time in providing necessary guidance, provision of data, as well as explanation of recent historical events affecting operations for which this study relied upon.

Respectfully submitted,

Raftelis Financial Consultants, Inc.

Thierry A. Boveri, CGFM
Vice President

Mark A. Tuma,
Manager

Tavarris J. Speight,
Consultant

Attachments

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Exhibit 2	Projected Assessment Units and Solid Waste Tonnages
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Section 1: General

Scope of Services

On behalf of the Hernando County (the "County") Solid Waste and Recycling Department (the "Department"), Raftelis Financial Consultants, Inc. ("Raftelis") was tasked with the preparation of a 10-year revenue sufficiency study of the solid waste system (the "System") encompassing the Fiscal Years 2025 (the current budget year) through 2035 (the "Forecast Period") where the accounting period from October 1 through September 30 is the "Fiscal Year" or "FY." Specifically, Raftelis was tasked with:

- Updating the 10-year financial forecast model to analyze the financial and business activities of the Department, including evaluating changes over time to the following components of the enterprise operations:
    - Growth or declines in collection and disposal units and waste tonnage deliveries by category of waste.
    - Density of delivered waste affecting the capacity utilization of the County landfills.
    - Inflation of expenses or changes in System operations affecting costs.
    - Long-term liabilities for landfill closure and post-closure costs.
    - Capital funding requirements and issuance of additional debt.
    - Cash reserves and investment income recognized by fund type and purpose (e.g., operating versus capital funds).
    - Compliance requirements of the System, such as the financial assurance requirements of the Florida Statutes from landfill closure or rate covenants associated with the issuance of additional debt, if applicable.
- Evaluation of the System's overall financial position and minimum fund balance reserves relative to best management practices and requirements for accumulated landfill closure and long-term care liabilities.

This report provides a summary of the recent trends, study methodology, principal assumptions, findings, and an overview of the projected financial position of the Department.

Introduction

The Department is responsible for the solid waste disposal of approximately 87,000 residential households and multi-family units and for the solid waste collection of approximately 44,700 residential households throughout the County. The Department processed over 218,000 tons of solid waste during the Fiscal Year 2024, including approximately 45,000 tons of municipal solid waste ("MSW") deliveries from commercial businesses. The principal waste types received by the County include class I waste (i.e., MSW / garbage), construction and demolition debris ("C&D"), yard waste, tires, and hazardous household wastes. Source-separated, co-mingled recyclables are also received.

During Fiscal Year 1990, the County closed operations at the Croom Class I Landfill ("Croom Landfill"). The County annually budgets from operations for the post-closure operating expenses associated with the

Croom Landfill (e.g., groundwater monitoring, leachate, and stormwater management, etc.). Concurrent with the closure of the Croom Landfill, the County constructed and placed into operation the Northwest Waste Management Facility (the "Northwest Landfill") which included class I and C&D landfills to continue waste disposal operations.

The Northwest Landfill is designed for incremental expansion and operation in cells. A total of seven contiguous class I disposal cells are currently planned for the site. Three of the eight class I landfill cells have been constructed. Cells 1 and 2 have reached capacity and were closed in July 2014, while Cell 3 is currently active. The County had an estimated 1.7 million cubic yards or approximately seven to eight years of disposal capacity remaining in Cell 3 at the outset of the Forecast Period. Based on current forecasts, Cell 3 is expected to reach capacity by Fiscal Year 2027. Prior to that date, the County will require capital investment of approximately $28 million in design and construction costs (estimated in 2023 dollars) to expand the Northwest Landfill into Cell 4.

Section 2: Enterprise Fund and Revenue Sufficiency Methodology

The Department operates and is established as an enterprise fund. As such, the enterprise fund must have revenues equal to the cost of services provided by the System and the County must establish rates sufficient to cover the cost of operating, maintaining, repairing, and financing the System. According to the Governmental Accounting Standards Board:

> Enterprise Funds should be used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that costs of providing services to the general public on a continuing basis be financed or recovered primarily through user charges.

The Department has historically maintained a positive financial position and annually re-evaluates the sufficiency of rate and fee revenues through the budgetary and residential assessment setting procedures. The management within the Department is also responsible for evaluation of monthly financial and operating statistics.

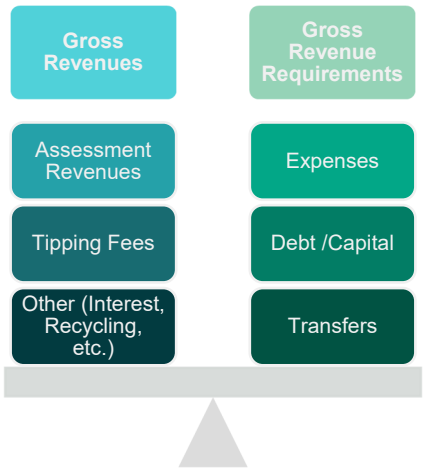
In order to evaluate the existing and forecasted financial position of the System the following methodology was recognized:

1. An evaluation of the service area requirements for the Department was reviewed. This included an analysis of the recent historical trends in customers served and waste generation tonnage statistics in order to provide: i) a representative forecast of System needs from a financial standpoint; and ii) a projection of rate revenues consistent with the projected service area needs.

2. Collection and disposal service-related costs were independently evaluated in order to determine the sufficiency of fees for services. Revenue and cost allocation reviews were performed by budgetary line item and reviewed with staff.

3. A projection of the net revenue requirements funded from collection and disposal fees were analyzed utilizing the following approach:

Figure 1. Net Revenue Requirements Approach



+ Cost of Operation and Maintenance
+ Capital Expenditures / Debt Service
+ Fund Transfers
– Other Revenue and Income
= Net Revenue Requirements
(Funded from Assessment and Tipping Fees)

4. Included as a component of net revenue requirements was the development of a funding plan for the System capital equipment and facility improvements. The funding of these capital expenditures recognized the use of available cash reserves, user fees, and proposed debt.

5. The cash position of the System was evaluated and taken into consideration through the identification of targeted minimum ending cash balances in order to adequately reserve working capital balances for operations, regulatory compliance, and anticipated capital funding needs of the System.

6. The estimated annual System rate adjustments that would be required to fund the net revenue requirements and meet the overall financial needs of the System.

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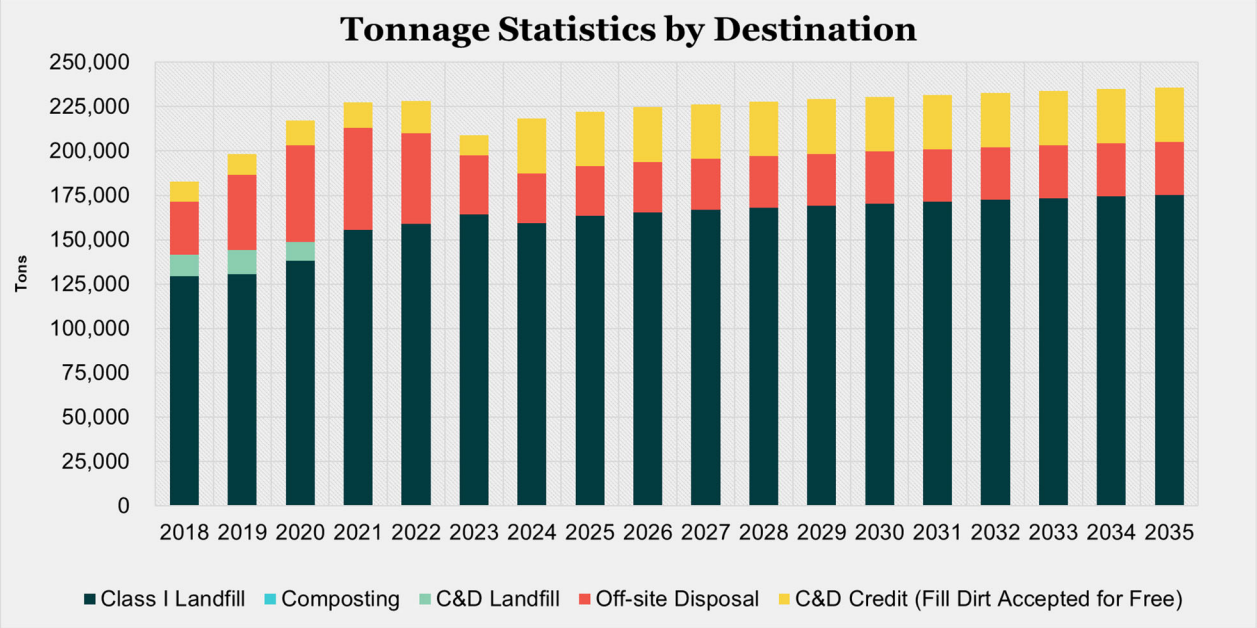
Section 3: Customer and Tonnage Statistics

The historical waste tonnage statistics are based on waste material summary reports provided by Department staff. The County has generally observed increases in waste deliveries during the five-fiscal year historical period of Fiscal Years 2018 through 2022. The increase in waste deliveries to the System is believed to be associated with a general improvement in the economy and growth within the County. Figure 2 illustrates these changes and projections of waste tonnages by type.

Figure 2. Tonnage Statistics by Destination



The majority of solid waste deliveries are associated with class I waste deliveries. Other major waste streams include yard waste, C&D, and recycling. The County also receives hazardous waste (e.g., batteries, fluorescent bulbs, asbestos, etc.), which is contractually disposed of offsite. Based on discussions with Department staff the forecast assumes growth in waste deliveries related to anticipated growth within the County. Exhibits 1 and 2 at the end of this report provide a detailed breakdown of waste tonnage statistics.

The majority, or approximately 73%, of the solid waste tonnage delivered to the Northwest Landfill is directly associated with residential disposal customers who are charged a non-ad valorem assessment adopted by the Board of County Commissioners (the "BOCC"). The County assesses approximately 87,000 residential disposal units, comprised of 85,200 single family and 1,800 multi-family units. The typical residential unit currently generates approximately 1.156 tons of waste annually comprising: i) 1.007 tons of MSW; ii) 0.103 tons of yard waste; iii) 0.042 tons of recycling; and v) 0.005 tons of other wastes such as scrap metal, white goods, etc.

Collection service is provided by a private franchise hauler and based on the tenth amendment to the Residential Franchise Agreement No. 11-0008 with Republic Services, customers receiving collection service within the County's Mandatory Area, which primarily consists of the Spring Hill area, are charged a non-ad valorem assessment on the annual tax bill. Approximately 44,700 collection units are located within the Mandatory Area. Customers in the non-mandatory collection area can opt-in to receive service but are not required. Customers that do not wish to opt-in must contact a waste hauler directly to receive and pay for service.

Section 4: Existing Solid Waste Rates and Fees

The County principally charges customers for waste disposal services through either: i) annual non-ad valorem disposal assessment to all residential units; or ii) a tipping fee paid per ton of waste delivered to the County's Northwest Landfill site. The County last increased the disposal assessment and tipping fees for rates effective in Fiscal Year 2025. As previously mentioned, the County also charges customers within the Mandatory Area for waste collection service through an annual non-ad valorem assessment.

Annual Non-Ad Valorem Assessment

The primary components to the non-ad valorem assessment include a charge for the full cost of collection and disposal, the cost of the County property appraiser and tax collector for billing and administrative services, a mark-up to reflect the application of an early payment discount pursuant to Florida Statutes and other administrative cost reimbursement components. Authorization to charge such fees are derived from Resolution No. 2024-154 and Resolution No. 2024-175 (the "Resolution") as adopted by the BOCC. Table 1 provides a summary of the current Fiscal Year 2025 assessment.

Table 1. Existing Solid Waste Non-Ad Valorem Assessments

Description	Annual Assessment [*]
Disposal	
Single Family	$98.04
Multi-Family	$88.61
Collection	
Mandatory Area	$202.56

[*] Amounts shown include an 8% markup comprised of billing and administrative services by the County Property Appraiser and Tax Collector and the early payment discount factor.

The collection and disposal component of the assessment is intended to recover the cost of collection and disposal for the residential customer class's estimated waste deliveries. As noted, the disposal assessment includes several components in addition to the cost of solid waste services including:

- 2% administrative cost recovery component for legal fees, printing individual notices to customers and other direct administrative overhead costs. This administrative cost in the County will increase in FY26 to 3% and is accounted for in the study assumptions.
- 2% rate renewal collection expense associated with billing through the tax roll.
- 4% mark-up to incentivize early / timely payment. Customers paying the assessment in November may receive up to a 4% reduction per Florida Statutes, Chapter 197.162. The reduction declines by 1% per month after November.

With respect to the discount factor, it was assumed that the majority of customers paid early, in November, with an average discount of 3% of the disposal assessment being achieved during the Forecast Period (i.e., a reduction in fee revenue as a result of early payment averaging 3% of total assessed disposal charges).

Tipping Fees

Except for residential customers who are charged the annual assessment and are allowed to dispose of one ton annually at the landfill, all customers delivering waste to the Northwest Landfill are charged a tipping fee by weight and type of waste delivered. The existing tipping fees for the County were adopted by the BOCC through the Resolution. Table 2 provides a summary of the existing tipping fees by waste type:

Table 2. Summary of Existing Tipping Fees

Description	Fees per Ton
Residential Class I [1]	$60.50
Commercial Class I (MSW, Sludge, Personal Watercraft)	$60.50
C&D Debris	$76.00
Yard Waste	$54.50
Tire Disposal	$150.00
Tire Disposal / Semi	$150.00
Tire Disposal / Off-Road	$200.00

[1] The tipping fee charged for residential class I waste is only charged to customers who have exceeded their one-ton (2,000 pound) allowance.

In addition to the charges listed above the County also charges flat fees of $200, $400, and $600 unit for disposal of travel trailers, single-wide mobile homes, and double-wide mobile homes, respectively. A survey of other neighboring solid waste systems' assessments, tipping fee charges, and collection fees was compiled and is summarized on Table 3.

Table 3. Comparison of Residential Collection, Disposal, and Non-Res Tipping Fees [1]

Description	Annual Collection and Disposal Charges	Tipping Fees per Ton		
		MSW	C&D	Yard Waste
Hernando County - Existing	$300.60	$60.50	$60.50	$54.50
Other Solid Waste Systems:				
Broward County [2]	$512.00	N/A	$100.00	$75.00
Charlotte County	312.87	39.28	39.28	39.28
Citrus County [4]	411.00	40.00	120.00	30.00
Collier County [3]	255.52	88.61	96.52	54.04
Desoto County	273.63	42.00	42.00	42.00
Hillsborough County [2][3]	477.89	110.00	77.48	55.00
Lee County [2][3]	318.39	63.37	67.78	42.37
Manatee County	283.80	40.00	61.00	40.00
Miami-Dade County [2]	697.00	113.19	113.19	113.19
Orange County	300.00	48.40	36.70	41.80
Palm Beach County [2][3]	486.17	42.00	80.00	35.00
Pasco County [2][3]	365.84	97.64	97.64	97.64
Polk County	337.21	36.50	36.50	22.00
Sarasota County [3]	263.96	60.85	59.91	47.43
Seminole County	293.00	41.63	41.63	41.63
Other Systems' Average	$372.55	$61.68	$71.31	$51.76

[1] Unless otherwise noted, the amounts shown reflect rates in effect May 2025 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved or planning a rate study, or will implement a rate revision within the next twelve months.
[4] Citrus County has an open collection system and amounts shown assume an estimated collection cost of $32 per month plus $27 disposal charge based on discussions with Citrus County staff.

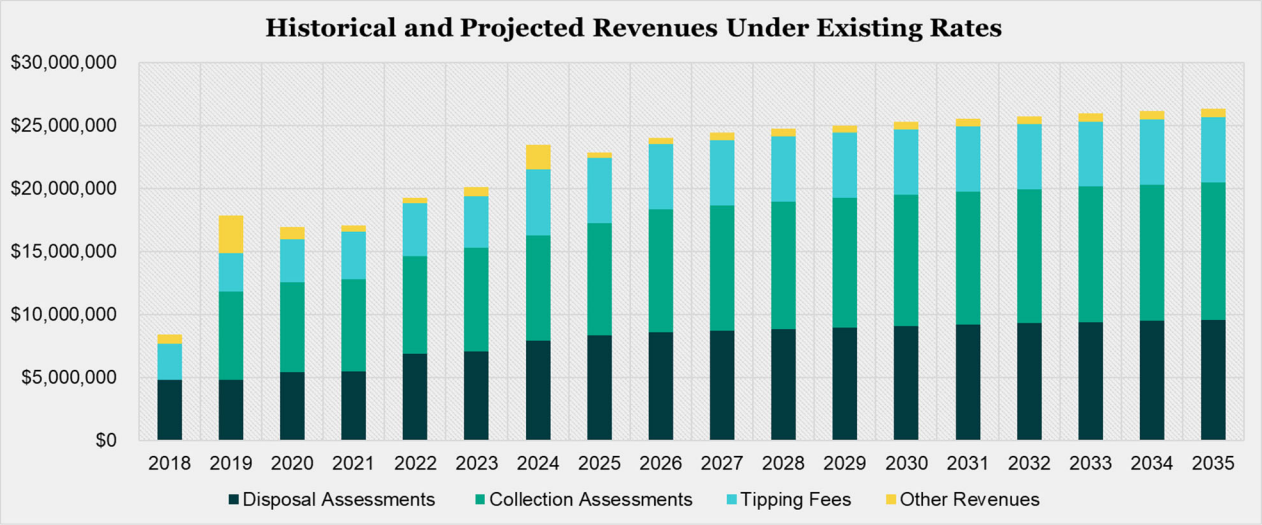
As can be seen on Table 3, the County's existing charges for solid waste services are competitive or below average when compared to other public solid waste systems reflected in the survey.

Section 5: Revenue Composition and Forecast

The Department currently generates approximately $13.5 million in annual disposal revenues, excluding investment income. The majority or 62% of the revenues are generated from the residential disposal assessment. Waste deliveries charged a tipping fee comprise approximately 38% of the revenues, and together with the disposal assessment represent 100% of the current Department revenues.

As previously discussed in Section 4, as of Fiscal Year 2019 the Department is also responsible for solid waste collection services. Revenues associated with collection services are estimated to be approximately $8.9 million in Fiscal Year 2025 and represent a pass-through of operating expenses related to the current agreement and administration. The total revenue for the Department, including collection service revenue, is estimated to be approximately $22.5 million excluding investment income. Figure 3 provides recent revenue history and a forecast of future revenues under existing rates.

Figure 3. Historical and Projected Revenues Under Existing Rates



As can be seen on Figure 3 and found on Exhibits 3 and 4 at the end of this report, the revenues have grown in prior years due to adopted rate increases in Fiscal Years 2020 and 2024. The service area has exhibited a stable residential disposal unit base, which represents the majority of the System's revenues. It should be noted that amounts shown exclude investment income earned on cash reserves. The Forecast Period anticipates a minimal change in projected revenues assuming current rates for service are maintained. Other revenues shown include franchise fees, landfill gas sales, and other miscellaneous revenues.

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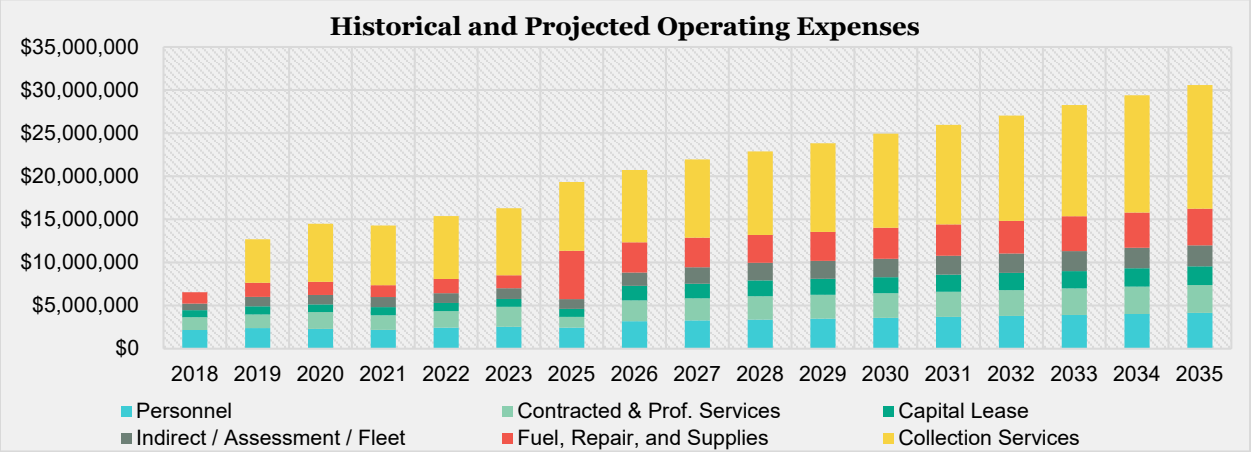
Section 6: Expenditure Composition and Forecast

The expenditures of the Department are comprised of operating and capital expenses. The Department does not currently have any indebtedness related to the operation or for the financing of capital improvements of the System. The Department has entered into several operating lease agreements for major capital equipment, but such agreements are not capital leases and are not considered as a debt of the System.

Operating Expenses

The operating expenses of the Department represent the primary recurring expenditure of the System. The four primary operating expenses of the Department include personnel, contracted and professional services, fuel and oil, and capital lease payments. These expense categories comprise approximately $15.8 million, or 84%, of the total projected operating expenses of $18.8 million for Fiscal Year 2024. Figure 4 provides a summary of the primary expenses for the recent historical and Forecast Period.

Figure 4. Historical and Projected Operating Expenses



Increases in expenses during the historical period are primarily related to professional services, contractual services, and personnel increases. As can be seen, as of Fiscal Year 2019 operating expenses reflect the contracted residential curbside collection services, which average approximately $11.6 million a year annually during the Forecast Period. The rates charged to the County by the franchise hauler may be adjusted based on changes in the Water, Sewer, Trash Index (WSTI) and the Oil Price Information Service (OPIS), not to exceed 5.00%. Based on a review of the index history, contracted collection service has been escalated on average by 5.0% per year throughout the Forecast Period. It should be noted that the County accounts for residential curbside collection expenses within a separate fund and all residential curbside collection expenses are funded directly from a residential collection assessment (i.e., no disposal related revenues or charges fund collection) charged to properties that receive service.

The increase in operating expenses projected for the forecast period are due to the recent rise to inflation, as well as, expected changes in market conditions for certain contract services. The increases are primarily driven by increases to fuel, repair, and supplies. All projected expenses beyond the adopted budget amounts for Fiscal Year 2025 were escalated assuming various inflation factors ranging from approximately 2.0% to 5.0% depending on the nature of the expense. For example, personnel expenses including benefits were escalated assuming a composite factor of 3.0%, while fuel costs were escalated by approximately 6.0%

annually. The composite growth rate in overall expenses beyond the budgeted Fiscal Year 2025 amounts is assumed to be approximately 4.7% per year, which is considered reasonable for purposes of this analysis. It is assumed that inflation returns to historical averages for the purposes of long-term financial planning. For additional detail, please reference Exhibit 5 at the end of this report.

The County is anticipating developing a composting program, which will also serve as a method of disposal for yard waste and sludge. It is estimated that the composting program will be operational in Fiscal Year 2027. Operating expenses related to composting operations include i) equipment lease payments of approximately $66,000 per year on average and ii) approximately $70,000 per year on average for other expenses such as fuel, compliance and lab analyses, safety, maintenance, etc.

Capital Expenditures

The forecast of capital expenditures was provided by the County and were reported in Fiscal Year 2025 dollars. Table 4 provides a listing of the capital projects identified.

Table 4. Summary of Identified Capital Expenditures

Capital Project Description	Project Cost Estimate
Class I Landfill Cell 4 – Construction and Design[1]	$17,710,354
Capital Outlay and Allowance for Other Capital Expenditures	16,351,500
Composting Facility	3,387,359
Administration Building – NW Facility	1,641,382
Cell 3 Lateral Gas Collection System	550,000
West Convenience Center Concrete	200,000
Total Spending Fiscal Years 2025-2035	$39,840,595

[1] Assumes use of existing debt proceeds from 2022 Revenue Bonds.

Based on discussions with Department staff, the capital needs of the system are assumed to be funded through a combination of internal funding (i.e., rates and reserves) and debt proceeds. Table 6 provides a summary of the funding plan for the Forecast Period. As can be seen in Table 4, approximately 44% of the identified capital expenditures in the capital improvement plan (CIP) are related to the construction of the Northwest Landfill Cell 4 expansion, which is expected to be completed by Fiscal Year 2027. The Landfill Cell 4 expansion is anticipated to be funded through reserve funds and existing debt proceeds as shown on Figure 5.

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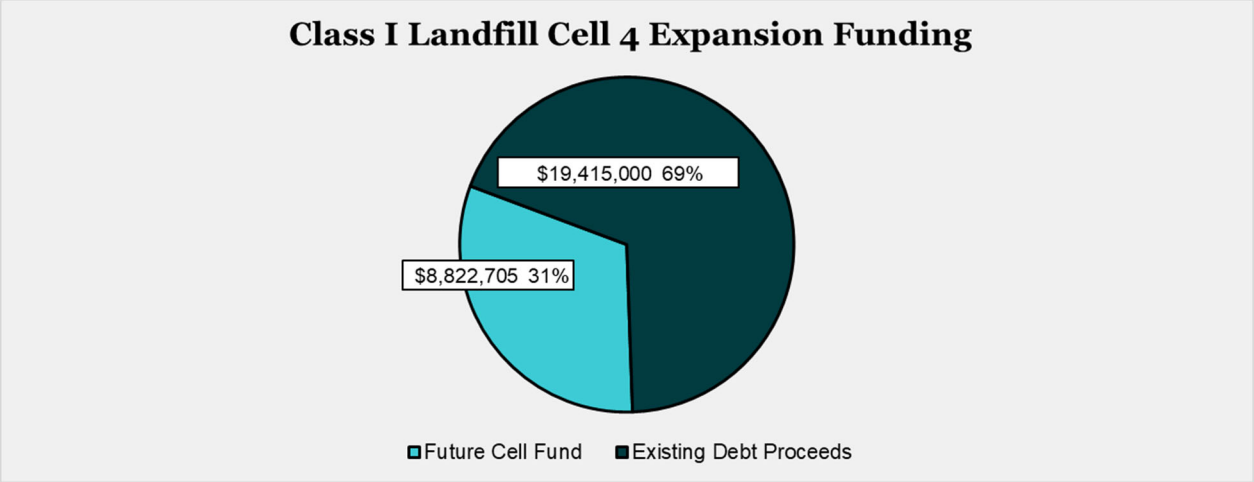
Figure 5. Landfill Cell 4 Expansion Funding



The Future Cell Construction Fund, which was established for the sole purpose of funding landfill expansions, represents a minimum of the funding for Cell 4. However, based on the estimated cost and timing of the Cell 4 expansion, additional funding was needed. The remainder of the expansion, that was not funded from reserves, was debt funded. The County issued 2022 Non-Ad Valorem Revenue Bonds to fund the remainder of Cell 4 expansion cost. Below are the details of the debt issuance by the County.

Table 5. Debt Assumptions

Description	Assumption
Project Amount Funded	$19,415,000
Fiscal Year	2022
Interest Rate	4.90%
Term	30 Years
Total Estimated Payment	$1,234,669

The Department is anticipating developing a composting program to be operational beginning in Fiscal Year 2027. The composting program requires approximately $3.4 million in initial capital investment for the necessary facility and equipment. The remaining improvements are related to investments associated with existing facilities and budgeted capital outlay.

Table 6 shown below provides a breakdown of the funding sources for the identified capital funding requirements for the Forecast Period.

Table 6. Capital Funding – Fiscal Years 2025-2035

Funding Source	Amount
Capital / Renewal and Replacement Fund	$22,130,241
Existing Debt Proceeds	10,067,525
Future Cell Construction Fund	7,642,829
Grants	-
Operating Fund	-
Rate Revenues	-
Total Funding	$39,840,595

Exhibit 6 at the end of this report provides additional detail concerning the projected capital needs and funding sources for the Forecast Period.

Section 7: Landfill Closure / Post Closure and Fund Transfers

The County programs several types of required or identified fund transfers from operating revenues primarily for: i) future closure and post-closure or long-term care liabilities; ii) future landfill expansion capital costs; iii) capital expenditures identified from the CIP; and iv) future disaster / hurricane expenditures.

Closure and Post Closure Transfers

Pursuant to the Florida Administrative Code (the "Code") 62-701.630, landfill operators within the State are required to demonstrate financial assurance for the final closure and subsequent on-going post-closure costs. The code identifies several methods for demonstrating financial assurance, but the most common is to set aside funds as landfill capacity is used in a restricted fund. This is the method employed by the County in demonstrating financial assurance. The Florida Department of Environmental Protection (the "FDEP") requires the County to annually submit proof of compliance with the financial assurance requirements of the Code.

The projected costs of closure and post-closure or long-term care are estimated at the time of permit renewal, typically every five years. The costs are determined based upon surveys of costs associated with closure and long-term care at the time of the permit renewal, which are reviewed by engineers and FDEP staff. While the closure cost is a one-time event, long-term care or post-closure expenses represent the cumulative cost of annual operating expenses such as grounds maintenance, security, site monitoring or other operating costs for a 30-year period after closure. Once the closure and long-term care costs have been estimated during permitting, such costs are then escalated annually to account for inflation based on approved inflation factors by the FDEP. Closure and post-closure cost estimates are then not formally re-evaluated until the subsequent permit renewal. Additionally, closure liability is only calculated for active landfill cells that have received or are currently receiving waste.

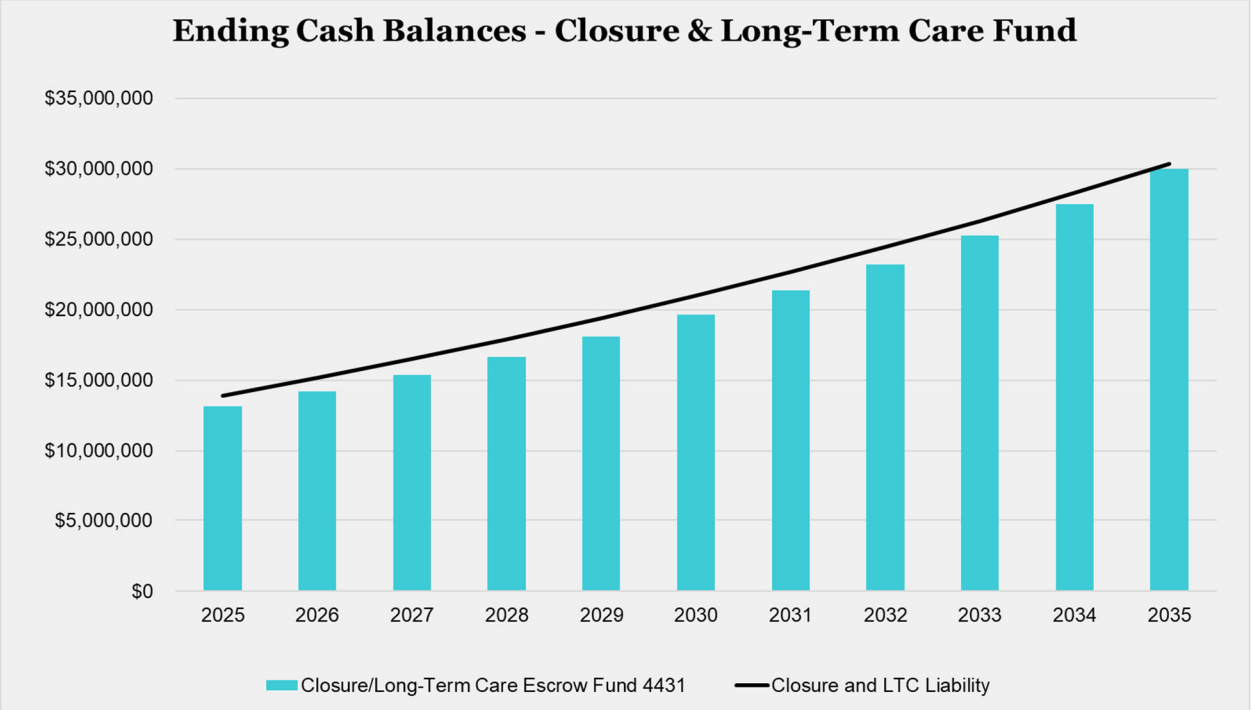
In order to estimate the capacity utilization of the landfill to determine the allocable closure liability / costs that are required for determination of financial assurance compliance, the County annually contracts for a fly-over to define the elevation of the landfill surface and calculate the volume of permitted landfill volume used during the previous year. This data provides accurate information to allow the Department to identify the remaining air space or volume of permitted capacity remaining in the constructed cells. Table 7 provides a comparison of the estimated liability based on the landfill's capacity utilization and the corresponding cash reserves reported to be held by the Department's within the Closure Fund 4471.

Table 7. Closure and Post-Closure Liability as of September 30, 2024

Active Landfill Sites	Liability	Cash
NW Landfill Cells 1-3	$12,519,283	N/A
C&D Landfill	167,506	N/A
Total	$12,686,789	$12,195,633

As can be seen from Table 7, the County has restricted approximately $12.2 million for closure and post-closure representing approximately 96% of the allocable long-term liability based on the most recent cost estimates at permit renewal. In order to fully cash fund the closure and post-closure liability for the active cells for the Northwest Landfill the financial forecast assumes annual deposits of approximately $1.4 million during the Forecast Period. Figure 6 provide a graphical summary of the projected fund balances relative to the projected closure liabilities for the Northwest Class I landfill.

Figure 6. Ending Cash Balances – Closure and Long-Term Care Fund



As can be seen above, it is assumed that the required closure fund reserve is expected to grow with the utilization of the existing landfill capacity and due to recognized inflationary increases in the estimated cost of closure. Based on the forecast of operations, the County does not immediately fully fund the projected liability for closure and post-closure, but the assumed annual transfers are expected to result in fully funding the closure fund liability by the close of the Forecast Period.

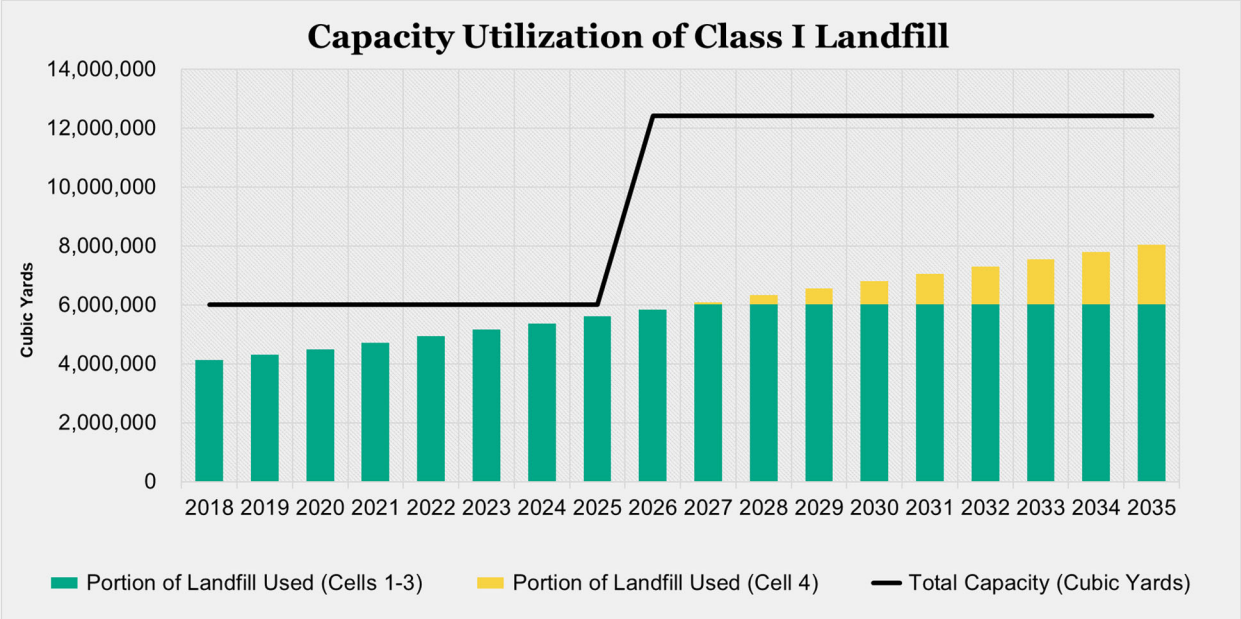
In addition to the programed transfers for the future closure of the Northwest Landfill, the County also must annually fund continued post-closure expenses associated with the closed Croom Landfill and the C&D Landfill. These transfers are projected to average approximately $42,900 annually for the Forecast Period and are considered as an operating expense of the System.

Transfers for Future Landfill Expansion

In order to minimize the overall cost to rate payers for disposal of waste, a portion of revenues are annually set aside to minimize the need for the issuance of indebtedness to fund future landfill expansion.

With respect to the Northwest Landfill Class I disposal facilities and based on the forecast of solid waste generation and delivery to the Northwest Landfill, the County expects to reach full capacity utilization of existing Cell 3 by Fiscal Year 2028. Based on discussions with Department staff construction for the expansion of Cell 4 is expected to be completed by the end of Fiscal Year 2025 in order to provide redundancy for the System in the event of increased waste deliveries or capacity issues. However, it is not anticipated that waste will be disposed of in Cell 4 until the closure of Cell 3. Figure 7 provides a forecast of expected capacity utilization for Cells 1-3, and eventual Cell 4, of the Northwest Class I Landfill.

Figure 7. Capacity Utilization of Class 1 Landfill



Transfers for CIP Funding / Capital Funded from Rates

In addition to programed transfers for funding the long-term liabilities for closure, post-closure and expansion of the landfill, the Department budgets annual transfers to the Capital Fund 4471 for CIP needs. As discussed within Section 6, the CIP identifies the need for approximately $39.8 million in total funding requirements, including departmental capital outlays (i.e., vehicles / equipment), and it is assumed that the Department will spend down existing cash reserves within the capital fund and operating reserves.

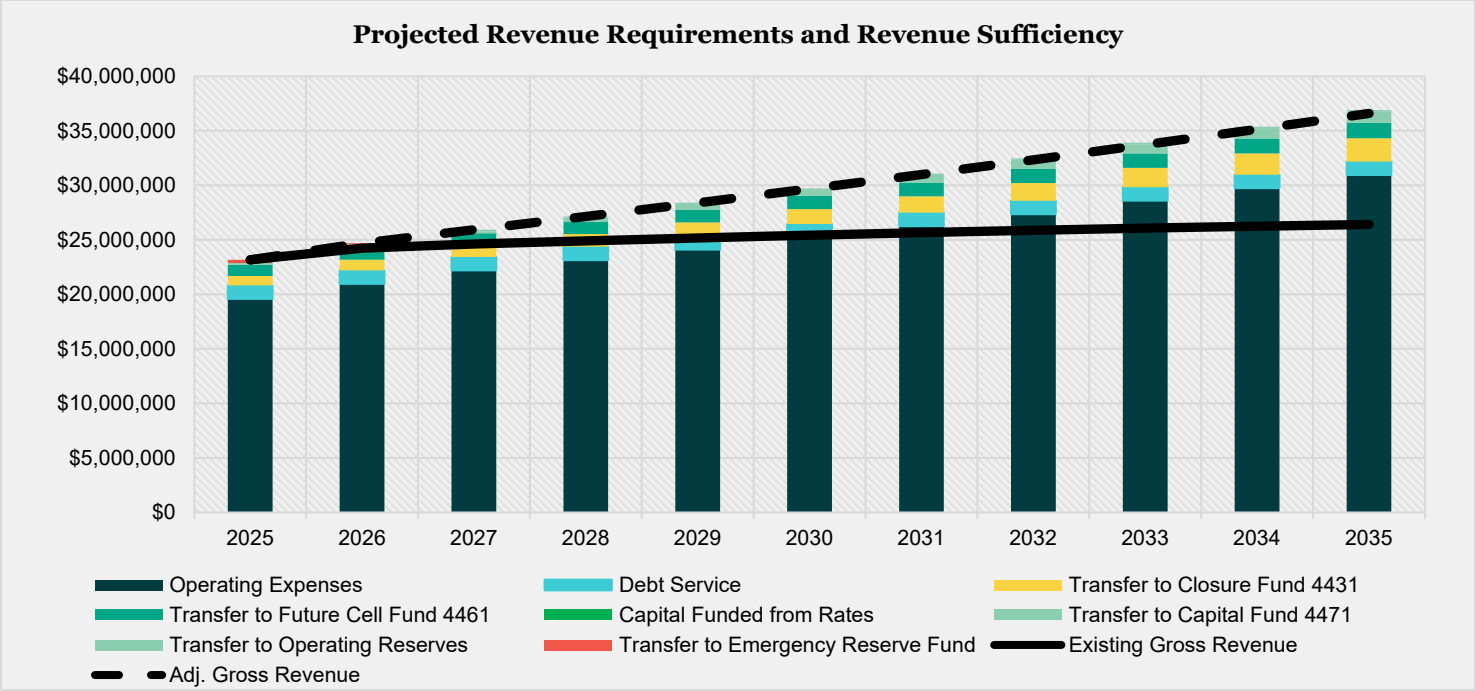
Transfers for Disaster / Debris Reserves

Due to recent natural disasters, their impacts throughout the state, and discussions with County staff, the forecast assumes the funding of the Disaster / Debris Fund 4481. The purpose of the fund is to ensure the Department has adequate cash reserves to fund major and/or unexpected storm-related expenses (e.g., debris clean-up, facility repair, etc.). Additionally, the Department having an established fund for storm-related solid waste expenses will provide relief to the General Fund, which has generally funded storm expenses. The Department is projected to transfer $300,000 per year until 2025 and $100,000 in 2026, to the emergency fund until the target amount of approximately $2.0 million has been reached in Fiscal Year 2026. It is not assumed that the County will be required to use any of these reserves for the Forecast Period. To the extent the fund is needed to fund storm-related expenses, additional deposits may be required above what is anticipated in the Study.

Section 8: Revenue Sufficiency and Fiscal Position

Based on the assumptions, as discussed throughout this report, Figure 8 provides a summary of the projected revenue requirements relative to projections of revenues under existing and adjusted rates.

Figure 8. Projected Revenue Requirements



Assuming no increase in collection or disposal rates, the growth in operating expenses from inflation relative to flat revenue growth are anticipated to erode financial margins resulting in an approximate $10.5 million annual deficiency in revenues by Fiscal Year 2035. To mitigate the decline in net revenue margins, future rate increases were recognized as shown in Table 8.

Table 8. Identified Rate Revenue Adjustments by Fiscal Year

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Disposal System Assessment [1]	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Disposal System Tipping Fees [1]	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Collection System [1] [2]	7.31%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%

[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.

[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

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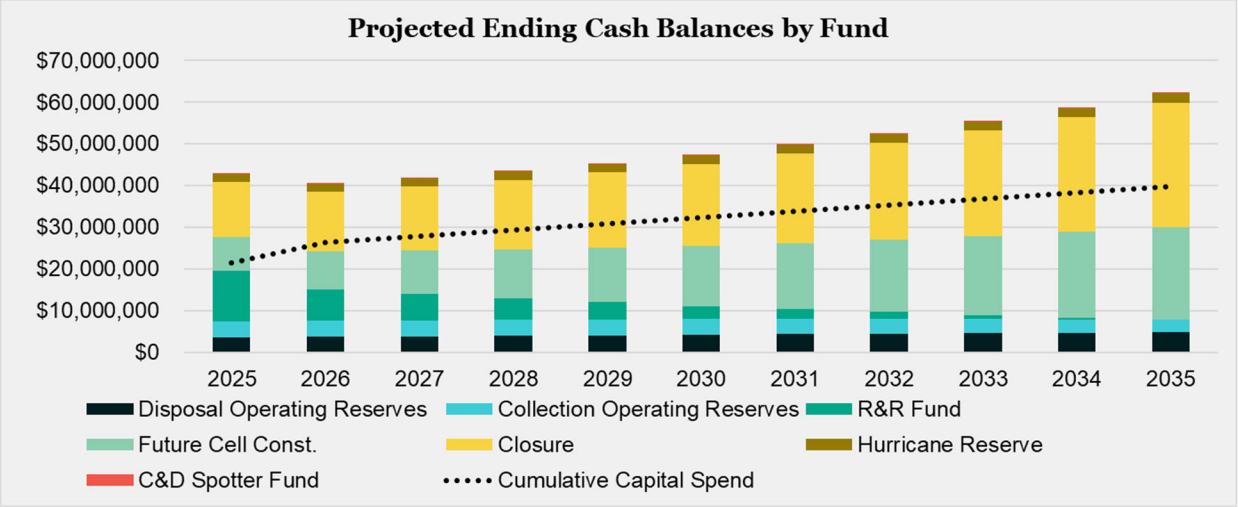
Due to the timing for the identified rate adjustment, it is recommended that the County annually update the financial forecast and consider adopting any identified rate adjustments in the prior year to expected implementation. Assuming implementation of the identified rate adjustments, the Department is expected to:

- Maintain minimum unrestricted cash reserves equal to at least 90 days of operating expenses.
- Fully fund the allocable closure and post-closure liability by the close of the Forecast Period.
- Fully fund the identified capital needs of the System, including reservation of funds for the expansion of the Northwest Landfill.
- Fund the ongoing operating expenses of the System.

Figure 9 provides a forecast of cash balances by fund recognizing implementation of the identified rate revenue adjustments.

Figure 9. Projected Ending Cash Balances by Fund



As shown in Figure 9, the overall cash balances are expected to stay level during the Forecast Period to help fund capital projects not funded from debt proceeds or grants. Reserves in the Operating Funds are generally expected to increase throughout the Forecast Period to follow the increases in operating expenditures.

Convenience Center Fee Analysis

Raftelis collaborated with County staff to develop a fee structure to recover the operational costs of the County's East and West Convenience Centers. The analysis considered estimated annual visits, total tonnage received, and total operating costs. Using data provided by County staff, the total annual cost was divided by the estimated number of annual visits to derive a per-visit fee, as detailed in Exhibit 10. The recommended $15 fee is slightly lower than the FY24 calculated rate but is designed to recover the majority of operating costs and reduce the potential need for future disposal rate adjustments to pay for these convenience centers. This approach aligns with cost-of-service principles by proportionally allocating costs based on service usage.

Early Prepayment Discount

Pursuant to Florida Statutes, customers may elect to receive a discount of up to 4% if they pay all of the charges and taxes included on the ad valorem tax bill prior to the due date of the bill. The residential solid waste assessment is collected with the tax bill as allowed by Florida Statutes, Chapter 197. The majority of residential customers in the County pay taxes and the solid waste assessment early and receive a discount. The recommended assessment for the Fiscal Year 2026 assumes a mark-up to the calculated fee for the early payment discount. Therefore, if the full 4% discount is recognized by a property owner the County will collect the full rate for service (after the discount is applied); the mark-up of fees included on the ad valorem tax bill is customary and allows the solid waste enterprise fund to fully collect the fees for service.

Identified Rates

Table 9 summarizes the identified disposal rate revenue adjustments for each option and Table 9 summarizes the proposed rates.

Table 9 Summary of Existing and Identified Rates – Fiscal Year 2025

Description	Existing 2025	Identified 2026
Assessments:		
Collection [1]	$202.56	$217.37
Disposal	98.04	101.23
Gross Assessment [2]	$300.60	$318.60
Assessment Paid in February = 1% Discount	$297.59	$315.41
Assessment Paid in January = 2% Discount	294.59	312.23
Assessment Paid in December = 3% Discount	291.58	309.04
Assessment Paid in November = 4% Discount	288.58	305.85
Multi-Family	$88.61	$91.49
Tipping Fees per Ton by Waste Type		
MSW / Garbage	$60.50	$62.47
Yard Waste	54.50	56.27
C&D	76.00	78.47
Sludge	60.50	62.47
Tires	150.00	154.88
Tires (Off Road)	200.00	206.50
Personal Watercraft	60.50	62.47
Convenience Center		
Cost Per Visit	$0.00	$15.00

[1] Existing rates for Fiscal Year 2025 as adopted by the BOCC. Recommended Fiscal Year 2026 rates represent a pass-through adjustment for collection customers in the Mandatory Collection Area of the County. Amounts based on requested adjustment by the new Franchise Hauler contract.

[2] Reflects gross assessments before early prepayment discounts as allowed by Florida Statutes, Chapter 197.

As can be seen above, the recommended rates are designed to recover the targeted revenues as indicated in Section 8 of this report. The disposal assessment and tipping fees are proposed to increase 3.25% and the collection assessment is proposed to increase approximately 7.31% to match the cost associated with the

new coastal waste contract. It is recommended that the County annually review the financial forecast and cost of service to confirm the timing and level of required future rate revenue adjustments. Below are the identified assessment rates for the next five years.

Table 10. Identified Rate Adjustments by Fiscal Year

	2026	2027	2028	2029	2030
Disposal System Assessment [1]	3.25%	3.25%	3.25%	3.25%	3.25%
Disposal System Assessment Rate [1]					
Single Family	$101.23	$104.52	$107.92	$111.43	$115.05
Multi-Family	$91.49	$94.46	$97.53	$100.70	$103.97
Collection System [1] [2]	7.31%	4.00%	4.00%	4.00%	4.00%
Collection System Assessment Rate [1] [2]	$217.37	$226.06	$235.11	$244.51	$254.29

[1] Represents the projected percent increase to rate revenues identified to meet the projected funding requirements of the respective disposal and collection system.
[2] Represents estimated pass-through adjustments for collection customers in the Mandatory Collection Area of the County. Amounts may vary based on final calculations of contractual indices.

Customer Impact

The residential solid waste bill is expected to increase by approximately $18.00 (i.e., $1.50 per month). The actual charge a customer pays may vary due to the early prepayment discount.

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Rate Comparison

In order to provide additional information relative to the fees charged for service, Table 11 provides a summary of comparable fees charged by other Florida counties for collection and disposal service to the existing and proposed fees for the County:

Table 11. Comparison of Residential Collection, Disposal, and Non-residential Tipping Fees [1]

Description	Annual Collection and Disposal Charges	Tipping Fees per Ton		
		MSW	C&D	Yard Waste
Hernando County				
Existing	$300.60	$60.50	$76.00	$54.50
Existing	$318.60	$62.47	$78.47	$56.27
Other Solid Waste Systems				
Broward County [2]	$512.00	N/A	$100.00	$75.00
Charlotte County	312.87	39.28	39.28	39.28
Citrus County [4]	411.00	40.00	120.00	30.00
Collier County [3]	255.52	88.61	96.52	54.04
Desoto County	273.63	42.00	42.00	42.00
Hillsborough County [2][3]	477.89	110.00	77.48	55.00
Lee County [2][3]	318.39	63.37	67.78	42.37
Manatee County	283.80	40.00	61.00	40.00
Miami-Dade County [2]	697.00	113.19	113.19	113.19
Orange County	300.00	48.40	36.70	41.80
Palm Beach County [2][3]	486.17	42.00	80.00	35.00
Pasco County [2][3]	365.84	97.64	97.64	97.64
Polk County	337.21	36.50	36.50	22.00
Sarasota County [3]	263.96	60.85	59.91	47.43
Seminole County	293.00	41.63	41.63	41.63
Other Systems' Average	$372.55	$61.68	$71.31	$51.76

[1] Unless otherwise noted, the amounts shown reflect rates in effect May 2025 and derived from Exhibit 9 found at the end of this report.
[2] Reflects solid waste programs that utilize a resource recovery facility (waste-to-energy), as the primary means of disposal.
[3] County is currently involved in a rate study, is planning to conduct a rate study, or will implement a rate revision within the next twelve months following the comparison preparation date.
[4] Citrus County has an open collection system and amounts shown assume an estimated collection cost of $32 per month plus $27 disposal charge based on discussions with Citrus County staff.

As can be seen above, the County's proposed rates being recommended for adoption by the BOCC for the Fiscal Year 2026 are projected to remain comparable to and / or below the average charged by the other surveyed counties for similar solid waste service except for C&D. However, the increased rate for C&D, while above average, is not the highest rate shown on the comparison and discourages excess usage of landfill airspace.

List of Attachments

Exhibit 1	Historical Assessment Units and Solid Waste Tonnages
Exhibit 2	Projected Assessment Units and Solid Waste Tonnages
Exhibit 3	Historical and Projected Assessment Revenues Under Existing Rates
Exhibit 4	Historical and Projected Tipping Fee Revenues Under Existing Rates
Exhibit 5	Projected Operating Expenses
Exhibit 6	Capital Improvement and Funding Plan
Exhibit 7	Projected Revenue Requirements and Revenue Sufficiency
Exhibit 8	Projected Cash Balances and Interest Earnings
Exhibit 9	Solid Waste Rate Comparison with Other Solid Waste Systems
Exhibit 10	Convenience Center Fee Analysis

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:							
1	Single Family							
2	Units - Beginning Units	76,165	76,448	78,387	79,637	80,625	82,023	83,507
3	Units - Growth (Total)	670	1,269	1,250	988	1,398	1,484	1,708
4	Units - Ending Units	77,118	78,387	79,637	80,625	82,023	83,507	85,215
5	Units - Average	76,642	77,418	79,012	80,131	81,324	82,765	84,361
	Multi-family							
6	Units - Beginning Units	1,824	1,825	1,860	1,747	1,768	1,768	1,768
7	Units - Growth (Total)	-	35	(113)	21	-	-	-
8	Units - Ending Units	1,825	1,860	1,747	1,768	1,768	1,768	1,768
9	Units - Average	1,825	1,843	1,804	1,758	1,768	1,768	1,768
	Total Disposal Assessments							
10	Units - Beginning Units	77,989	78,273	80,247	81,384	82,393	83,791	85,275
11	Units - Growth (Total)	670	1,304	1,137	1,009	1,398	1,484	1,708
12	Units - Ending Units	78,943	80,247	81,384	82,393	83,791	85,275	86,983
13	Units - Average	78,466	79,260	80,816	81,889	83,092	84,533	86,129
	Equivalent Disposal Units:							
14	Single Family (100.00%)	76,642	77,418	79,012	80,131	81,324	82,765	84,361
15	Multi-family (91.20%)	1,664	1,680	1,645	1,603	1,612	1,612	1,612
16	Total	78,305	79,098	80,657	81,734	82,936	84,377	85,973
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:							
	Mandatory Single Family							
17	Units - Beginning Units	N/A	41,836	42,250	42,663	43,003	43,546	44,111
18	Units - Growth (Total)	N/A	414	413	340	543	565	582
19	Units - Ending Units	N/A	42,250	42,663	43,003	43,546	44,111	44,693
20	Units - Average	N/A	42,043	42,457	42,833	43,275	43,829	44,402
	Total Collection Assessments							
21	Units - Beginning Units	-	41,836	42,250	42,663	43,003	43,546	44,111
22	Units - Growth (Total)	-	414	413	340	543	565	582
23	Units - Ending Units	-	42,250	42,663	43,003	43,546	44,111	44,693
24	Units - Average	-	42,043	42,457	42,833	43,275	43,829	44,402
	Equivalent Collection Units:							
25	Single Family (100.00%)	N/A	42,043	42,457	42,833	43,275	43,829	44,402
26	Multi-family (91.20%)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
27	Total	-	42,043	42,457	42,833	43,275	43,829	44,402
	TONNAGES BY WASTE TYPE & CUSTOMER:							
28	**Assessment Tons:**							
29	Class I Waste	71,138	73,298	83,009	90,339	93,145	93,152	86,731
30	Annual Tons per Unit	0.907	0.925	1.027	1.103	1.121	1.102	1.007
31	Construction & Demolition Waste	394	2,653	3,415	2,596	-	-	-
32	Annual Tons per Unit	0.005	0.033	0.042	0.032	-	-	-

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
34	Adjusted Construction & Demolition Waste	394	2,653	3,415	2,596	-	-	-
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	13,642	11,653	11,038	10,797	9,849	8,356	8,844
36	Annual Tons per Unit	0.174	0.147	0.137	0.132	0.119	0.099	0.103
37	Recycling	5,057	10,367	5,286	4,778	4,849	4,622	3,590
38	Annual Tons per Unit	0.064	0.131	0.065	0.058	0.058	0.055	0.042
39	Tires	407	75	-	-	-	-	-
40	Annual Tons per Unit	0.005	0.001	-	-	-	-	-
41	Other (Scrap Metal, White Goods, etc.)	745	901	1,015	1,087	696	559	443
42	Annual Tons per Unit	0.009	0.011	0.013	0.013	0.008	0.007	0.005
43	Total	91,383	98,947	103,764	109,597	108,539	106,689	99,607
44	Annual Tons per Unit	1.165	1.248	1.284	1.338	1.306	1.262	1.156
	Non-Assessment Tons							
	Revenue Generating							
	Class I Waste Residential							
45	Growth	514	(2,862)	(2,114)	(37)	1,234	(709)	(1,193)
46	Tonnage	9,240	6,379	4,265	4,228	5,462	4,752	3,559
47	Annual Percent Change	5.89%	(30.97%)	(33.14%)	(0.86%)	29.18%	(12.99%)	(25.11%)
48	Revenue Generating - Tonnage							3,480
49	Percentage of Total Tons to Revenue Generating Tons							97.80%
	Class I Waste Commercial							
50	Growth	1,696	1,533	(404)	2,517	6,276	1,816	(9,317)
51	Tonnage	42,700	44,233	43,829	46,345	52,621	54,436	45,119
52	Annual Percent Change	4.14%	3.59%	(0.91%)	5.74%	13.54%	3.45%	(17.12%)
	Construction & Demolition Waste							
53	Growth	686	(709)	(3,558)	(2,118)	(5,290)	4,292	12,226
54	Tonnage	11,675	10,966	7,408	5,290	-	4,292	16,518
55	Annual Percent Change	6.25%	(6.07%)	(32.44%)	(28.59%)	(100.00%)	0.00%	284.87%
	Yard Waste							
56	Growth	1,420	5,882	2,118	6,503	519	(14,066)	(3,318)
57	Tonnage	8,434	14,316	16,434	22,937	23,456	9,389	6,071
58	Annual Percent Change	20.24%	69.74%	14.80%	39.57%	2.26%	(59.97%)	(35.34%)
	Incoming Recycling Host Fees							
59	Growth	1,013	3,245	4,274	(4,108)	(4,896)	1	(1)
60	Tonnage	1,485	4,730	9,004	4,896	-	1	-
61	Annual Percent Change	214.74%	218.46%	90.35%	(45.62%)	(100.00%)	0.00%	(100.00%)
	Sludge							
2	Growth	389	380	276	(76)	794	(90)	(450)
3	Tonnage	6,340	6,720	6,996	6,920	7,714	7,624	7,174

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
64	Annual Percent Change	6.53%	5.99%	4.10%	(1.09%)	11.48%	(1.17%)	(5.90%)
	Tires							
65	Growth	25	54	511	(398)	(43)	(35)	11
66	Tonnage	222	276	787	389	345	310	322
67	Annual Percent Change	12.47%	24.55%	184.93%	(50.62%)	(11.18%)	(10.08%)	3.60%
	Tires (Offroad)							
68	Growth	(22)	8	10	(11)	(3)	14	(8)
69	Tonnage	2	10	20	10	7	20	12
70	Annual Percent Change	(92.42%)	468.36%	101.29%	(52.10%)	(32.89%)	207.99%	(37.71%)
	Out of County Trash							
71	Growth	-	-	-	-	-	-	-
72	Tonnage	-	-	-	-	-	-	-
73	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Other (Asbestos, Contaminated Soil, Dead Animals)							
74	Growth	1	3	0	13	(15)	13	40
75	Tonnage	3	6	6	19	4	17	57
76	Annual Percent Change	83.56%	122.39%	5.70%	202.70%	(78.24%)	319.76%	228.53%
77	Total	80,102	87,635	88,749	91,033	89,608	80,842	78,753
78	Annual Percent Change	7.69%	9.41%	1.27%	2.57%	(1.57%)	(9.78%)	(2.58%)
			82,905	79,745	86,138	89,608	80,841	78,753
	Non-Revenue Generating Tons							
	C&D Credit Material							
79	Growth	3,252	459	2,310	184	3,680	(6,717)	19,476
80	Tonnage	11,360	11,819	14,129	14,313	17,993	11,276	30,752
81	Annual Percent Change	40.11%	4.04%	19.55%	1.30%	25.71%	(37.33%)	172.72%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)							
82	Growth	(5,310)	7,861	19,386	1,567	(0)	-	-
83	Tonnage	-	7,861	27,247	28,813	28,813	28,813	28,813
84	Annual Percent Change	(100.00%)	0.00%	246.62%	5.75%	(0.00%)	0.00%	0.00%
	Leachate							
85	Growth	(51)	(28)	10,503	1,948	(438)	(2,046)	(1,033)
86	Tonnage	77	49	10,552	12,500	12,062	10,016	8,983
87	Annual Percent Change	(39.73%)	(35.94%)	21260.45%	18.46%	(3.50%)	(16.96%)	(10.31%)
	Hazardous Material							
88	Growth	(28)	16	(17)	-	-	-	-
89	Tonnage	1	17	-	-	-	-	-
90	Annual Percent Change	(97.07%)	1963.10%	(100.00%)	0.00%	0.00%	0.00%	0.00%
	Tires							
1	Growth	-	-	-	-	-	-	-
2	Tonnage	-	-	-	-	-	-	-

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
93	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
94	Total	11,438	19,746	51,928	55,626	58,868	50,105	68,548
95	Annual Percent Change	(15.74%)	72.65%	162.97%	7.12%	5.83%	(14.89%)	36.81%
	Total Inbound Tons:							
96	**Class I Waste**	123,079	123,909	131,103	140,912	151,227	152,341	135,409
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**	12,069	13,619	10,824	7,886	-	4,292	16,518
98	**C&D Credit Material (Used for Fill Dirt)**	11,360	11,819	14,129	14,313	17,993	11,276	30,752
99	**Mobile Homes**	-	-	-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**	22,076	25,969	27,472	33,734	33,304	17,745	14,915
101	**Recycling - County**	5,057	10,367	5,286	4,778	4,849	4,622	3,590
102	**Recycling - Out of County**	1,485	4,730	9,004	4,896	-	1	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**	745	901	1,015	1,087	696	559	443
104	**Sludge**	6,340	6,720	6,996	6,920	7,714	7,624	7,174
105	**Leachate**	77	49	10,552	12,500	12,062	10,016	8,983
106	**Hazardous Materials**	1	17	-	-	-	-	-
107	**Other**	3	6	6	19	4	17	57
108	**Tires**	630	361	807	398	352	330	334
109	**Total**	182,922	198,468	217,194	227,444	228,202	208,823	218,174
	Reprocessed Tons:							
110	**Mulched Yard Waste from Collection Points & at Landfill**	-	7,861	27,247	28,813	28,813	28,813	28,813
	TONNAGE / CAPACITY USE BY FACILITY:							
	Class I Landfill:							
	Tonnages Landfilled							
111	Class I Waste	123,079	123,909	131,103	140,912	151,227	152,341	135,409
112	Construction & Demolition	-	-	-	7,886	-	4,292	16,518
113	Sludge	6,340	6,720	6,996	6,920	7,714	7,624	7,174
114	Other	3	6	6	19	4	17	57
115	Tonnages to Class I Landfill	129,422	130,635	138,105	155,737	158,946	164,274	159,158
116	Composting Diversions - Sludge for Composting	-	-	-	-	-	-	-
117	Adjusted Tonnage to Class I Landfill	129,422	130,635	138,105	155,737	158,946	164,274	159,158
						#REF!	#REF!	#REF!
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):					#REF!	#REF!	#REF!
118	Total Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)	2,091,513	1,885,263	1,701,010	1,514,634	1,298,931	1,079,696	853,112
122	Tonnage sent to Class I Landfill	129,422	130,635	138,105	155,737	158,946	164,274	159,158
123	Assumed Pounds per Cubic Yard	1,255	1,418	1,482	1,444	1,450	1,450	1,450
124	Assumed Cubic Yards Disposed	206,250	184,253	186,376	215,703	219,235	226,584	219,528

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	2018	2019	2020	2021	2022	2023	2024
125	Portion of Landfill Used (Cubic Yards)	4,123,377	4,307,630	4,494,006	4,709,709	4,928,944	5,155,528	5,375,056
126	Ending Capacity Remaining (Cubic Yards)	1,885,263	1,701,010	1,514,634	1,298,931	1,079,696	853,112	633,584
127	Percentage of Capacity Utilization	68.62%	71.69%	74.79%	78.38%	82.03%	85.80%	89.46%
	Capacity Utilization of C&D Landfill:							
128	C&D Tonnages to C&D Landfill	12,069	13,619	10,824	-	-	-	-
	Capacity Utilization of C&D Landfill:							
129	Total Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4
131	Total Capacity	702,992	702,992	702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining	57,369	38,629	10,635	(3)	(3)	(3)	(3)
133	Additional Capacity	-	-	-	-	-	-	-
134	Tonnage sent to C&D Landfill	12,069	13,619	10,824	0	0	0	0
135	Assumed Pounds per Cubic Yard	1,288	973	2,035	2,035	2,035	2,035	2,035
136	Assumed Cubic Yards Disposed	18,740	27,994	10,638	0	0	0	0
137	Portion of Landfill Used	664,363	692,357	702,995	702,995	702,995	702,995	702,995
138	Ending Capacity Remaining	38,629	10,635	(3)	(3)	(3)	(3)	(3)
139	Percentage of Capacity Utilization	94.51%	98.49%	100.00%	100.00%	100.00%	100.00%	100.00%
	Off-Site Disposal - Recyclable / Yard Waste:							
140	Yard Waste	22,076	25,969	27,472	33,734	33,304	17,745	14,915
141	Recyclable	7,287	15,998	15,305	10,761	5,545	5,182	4,032
142	Tires	630	361	807	398	352	330	334
143	Leachate	77	49	10,552	12,500	12,062	10,016	8,983
144	Hazardous Materials	1	17	-	-	-	-	-
145	Mobile Homes	-	-	-	-	-	-	-
146	Construction & Demolition	-	-	-	-	-	-	-
147	Total	30,072	42,395	54,137	57,393	51,263	33,273	28,264
	Total Tons by Facility Destination:							
148	**Class I Landfill**	129,422	130,635	138,105	155,737	158,946	164,274	159,158
149	**Composting**	-	-	-	-	-	-	-
150	**C&D Landfill**	12,069	13,619	10,824	-	-	-	-
151	**Off-site Disposal**	30,072	42,395	54,137	57,393	51,263	33,273	28,264
152	**C&D Credit (Fill Dirt Accepted for Free)**	11,360	11,819	14,129	14,313	17,993	11,276	30,752
153	**Total**	182,922	198,468	217,194	227,444	228,202	208,823	218,174

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Fiscal Year Ending September 30, 2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
	RESIDENTIAL DISPOSAL ASSESSMENT UNITS:																							
1	Single Family	3.05%	1.94%	1.79%	1.64%	1.49%	1.34%	1.19%																
2	Units - Beginning Units	85,215	87,815	89,515	91,015	92,415	93,715	94,915	96,015	97,015	97,915	98,715	99,515	100,315	101,115	101,315	101,515	101,715	101,915	102,115	102,315	102,515	102,715	102,915
3	Units - Growth (Total)	2,600	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800	800	800	200	200	200	200	200	200	200	200	200	200
4	Units - Ending Units	87,815	89,515	91,015	92,415	93,715	94,915	96,015	97,015	97,915	98,715	99,515	100,315	101,115	101,315	101,515	101,715	101,915	102,115	102,315	102,515	102,715	102,915	103,115
5	Units - Average	86,515	88,665	90,265	91,715	93,065	94,315	95,465	96,515	97,465	98,315	99,115	99,915	100,715	101,215	101,415	101,615	101,815	102,015	102,215	102,415	102,615	102,815	103,015
	Multi-family																							
6	Units - Beginning Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
7	Units - Growth (Total)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8	Units - Ending Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
9	Units - Average	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
	Total Disposal Assessments																							
10	Units - Beginning Units	86,983	89,583	91,283	92,783	94,183	95,483	96,683	97,783	98,783	99,683	100,483	101,283	102,083	102,883	103,083	103,283	103,483	103,683	103,883	104,083	104,283	104,483	104,683
11	Units - Growth (Total)	2,600	1,700	1,500	1,400	1,300	1,200	1,100	1,000	900	800	800	800	800	200	200	200	200	200	200	200	200	200	200
12	Units - Ending Units	89,583	91,283	92,783	94,183	95,483	96,683	97,783	98,783	99,683	100,483	101,283	102,083	102,883	103,083	103,283	103,483	103,683	103,883	104,083	104,283	104,483	104,683	104,883
13	Units - Average	88,283	90,433	92,033	93,483	94,833	96,083	97,233	98,283	99,233	100,083	100,883	101,683	102,483	102,983	103,183	103,383	103,583	103,783	103,983	104,183	104,383	104,583	104,783
	Equivalent Disposal Units:																							
14	Single Family (100.00%)	86,515	88,665	90,265	91,715	93,065	94,315	95,465	96,515	97,465	98,315	99,115	99,915	100,715	101,215	101,415	101,615	101,815	102,015	102,215	102,415	102,615	102,815	103,015
15	Multi-family (91.20%)	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612	1,612
16	Total	88,127	90,277	91,877	93,327	94,677	95,927	97,077	98,127	99,077	99,927	100,727	101,527	102,327	102,827	103,027	103,227	103,427	103,627	103,827	104,027	104,227	104,427	104,627
	RESIDENTIAL COLLECTION ASSESSMENT UNITS:																							
	Mandatory Single Family																							
17	Units - Beginning Units	44,693	46,016	46,890	47,663	48,385	49,056	49,676	50,245	50,763	51,230	51,645	52,060	52,260	52,460	52,660	52,860	53,060	53,260	53,460	53,660	53,860	54,060	54,260
18	Units - Growth (Total)	1,323	874	773	722	671	620	569	518	467	415	415	200	200	200	200	200	200	200	200	200	200	200	200
19	Units - Ending Units	46,016	46,890	47,663	48,385	49,056	49,676	50,245	50,763	51,230	51,645	52,060	52,260	52,460	52,660	52,860	53,060	53,260	53,460	53,660	53,860	54,060	54,260	54,460
20	Units - Average	45,355	46,453	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853	52,160	52,360	52,560	52,760	52,960	53,160	53,360	53,560	53,760	53,960	54,160	54,360
	Total Collection Assessments																							
21	Units - Beginning Units	44,693	46,016	46,890	47,663	48,385	49,056	49,676	50,245	50,763	51,230	51,645	52,060	52,260	52,460	52,660	52,860	53,060	53,260	53,460	53,660	53,860	54,060	54,260
22	Units - Growth (Total)	1,323	874	773	722	671	620	569	518	467	415	415	200	200	200	200	200	200	200	200	200	200	200	200
23	Units - Ending Units	46,016	46,890	47,663	48,385	49,056	49,676	50,245	50,763	51,230	51,645	52,060	52,260	52,460	52,660	52,860	53,060	53,260	53,460	53,660	53,860	54,060	54,260	54,460
24	Units - Average	45,355	46,453	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853	52,160	52,360	52,560	52,760	52,960	53,160	53,360	53,560	53,760	53,960	54,160	54,360
	Equivalent Collection Units:																							
25	Single Family (100.00%)	45,355	46,453	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853	52,160	52,360	52,560	52,760	52,960	53,160	53,360	53,560	53,760	53,960	54,160	54,360
26	Multi-family (91.20%)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
27	Total	45,355	46,453	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853	52,160	52,360	52,560	52,760	52,960	53,160	53,360	53,560	53,760	53,960	54,160	54,360
	TONNAGES BY WASTE TYPE & CUSTOMER:																							
28	**Assessment Tons:**																							
29	Class I Waste	90,931	93,146	94,794	96,287	97,678	98,965	100,150	101,231	102,210	103,085	103,909	104,733	105,557	106,072	106,278	106,484	106,690	106,896	107,102	107,308	107,514	107,720	107,926
30	Annual Tons per Unit	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030
31	Construction & Demolition Waste	-	(181)	(368)	(561)	(759)	(961)	(1,167)	(1,179)	(1,191)	(1,201)	(1,211)	(1,220)	(1,230)	(1,236)	(1,238)	(1,241)	(1,243)	(1,245)	(1,248)	(1,250)	(1,253)	(1,255)	(1,257)
32	Annual Tons per Unit	-	(0.002)	(0.004)	(0.006)	(0.008)	(0.010)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)	(0.012)
34	Adjusted Construction & Demolition Waste	-	(181)	(368)	(561)	(759)	(961)	(1,167)	(1,179)	(1,191)	(1,201)	(1,211)												
35	Yard Waste (Includes CCC Yard Waste that is Mulched)	8,828	9,043	9,203	9,348	9,483	9,608	9,723	9,828	9,923	10,008	10,088	10,168	10,248	10,298	10,318	10,338	10,358	10,378	10,398	10,418	10,438	10,458	10,478
36	Annual Tons per Unit	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100	0.100
37	Recycling	3,531	3,617	3,681	3,739	3,793	3,843	3,889	3,931	3,969	4,003	4,035	4,067	4,099	4,119	4,127	4,135	4,143	4,151	4,159	4,167	4,175	4,183	4,191
38	Annual Tons per Unit	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040	0.040
39	Tires	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
40	Annual Tons per Unit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
41	Other (Scrap Metal, White Goods, etc.)	441	452	460	467	474	480	486	491	496	500	504	508	512	515	516	517	518	519	520	521	522	523	524
42	Annual Tons per Unit	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005	0.005
43	Total	103,733	106,078	107,771	109,282	110,670	111,937	113,082	114,303	115,408	116,397	117,327	118,257	119,188	119,769	120,002	120,234	120,467	120,700	120,932	121,165	121,397	121,630	121,863
44	Annual Tons per Unit	1.175	1.173	1.171	1.169	1.167	1.165	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163	1.163
	Non-Assessment Tons																							
	Revenue Generating																							
	Class I Waste Residential																							
45	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46	Tonnage	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559	3,559
47	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
48	Revenue Generating - Tonnage	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480
49	Percentage of Total Tons to Revenue Generating Tons	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%	97.80%
	Class I Waste Commercial																							
50	Growth	-	-	-	-	-	-	-	-	-	-	-	300	300	300	300	300	300	300	300	300	300	300	300
51	Tonnage	45,119	45,119	45,119	45,119	45,119	45,119	45,119	45,119	45,119	45,119	45,119	45,419	45,719	46,019	46,319	46,619	46,919	47,219	47,519	47,819	48,119	48,419	48,719
52	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.66%	0.66%	0.66%	0.65%	0.65%	0.64%	0.64%	0.64%	0.63%	0.63%	0.62%	0.62%
	Construction & Demolition Waste																							
53	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Tonnage	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518
55	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Yard Waste																							
56	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
57	Tonnage	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071
58	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Incoming Recycling Host Fees																							
59	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
60	Tonnage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
61	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Sludge																							
62	Growth	-	-	-	-	-	-	-	-	-	-	-	-	31	31	31	31	31	32	32	32	32	32	32
63	Tonnage	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,205	7,236	7,267	7,298	7,329	7,361	7,393	7,424	7,456	7,488	7,521
64	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%	0.43%
	Tires																							
65	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
66	Tonnage	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322	322
67	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires (Offroad)																							
68	Growth	(10)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Tonnage	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
70	Annual Percent Change	(77.66%)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Out of County Trash																							
71	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
72	Tonnage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
73	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Other (Asbestos, Contaminated Soil, Dead Animals)																							
74	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
75	Tonnage	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57
76	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
77	Total	78,822	78,822	78,822	78,822	78,822	78,822	78,822	78,822	78,822	78,822	78,822	79,122	79,453	79,784	80,115	80,446	80,778	81,109	81,441	81,773	82,105	82,437	82,769
78	Annual Percent Change	12.30%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.38%	0.42%	0.42%	0.42%	0.41%	0.41%	0.41%	0.41%	0.41%	0.41%	0.40%	0.40%

Exhibit 1
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Disposal Units and Solid Waste Tonnages

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Fiscal Year Ending September 30, 2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
	Non-Revenue Generating Tons																							
	C&D Credit Material																							
79	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
80	Tonnage	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752
81	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Mulched Yard Waste (Estimated Tons of Processed Mulch Tracked)																							
82	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
83	Tonnage	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813
84	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Leachate																							
85	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Tonnage	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983
87	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Hazardous Material																							
88	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
89	Tonnage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
90	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Tires																							
91	Growth	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
92	Tonnage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
94	Total	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548	68,548
95	Annual Percent Change	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	Total Inbound Tons:																							
96	**Class I Waste**	139,609	141,824	143,472	144,965	146,356	147,643	148,828	149,909	150,888	151,763	152,587	153,711	154,835	155,650	156,156	156,662	157,168	157,674	158,180	158,686	159,192	159,698	160,204
97	**Construction & Demolition Waste (Excludes C&D Credit Fill)**	16,518	16,337	16,150	15,957	15,759	15,557	15,351	15,338	15,327	15,317	15,307	15,298	15,288	15,282	15,280	15,277	15,275	15,272	15,270	15,268	15,265	15,263	15,260
98	**C&D Credit Material (Used for Fill Dirt)**	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752
99	**Mobile Homes**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
100	**Yard Waste (Includes Convenience Center Mulched Yard Waste)**	14,900	15,115	15,275	15,420	15,555	15,680	15,795	15,900	15,995	16,080	16,160	16,240	16,320	16,370	16,390	16,410	16,430	16,450	16,470	16,490	16,510	16,530	16,550
101	**Recycling - County**	3,531	3,617	3,681	3,739	3,793	3,843	3,889	3,931	3,969	4,003	4,035	4,067	4,099	4,119	4,127	4,135	4,143	4,151	4,159	4,167	4,175	4,183	4,191
102	**Recycling - Out of County**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
103	**Other Recycling (Scrap Metal, White Goods, etc.)**	441	452	460	467	474	480	486	491	496	500	504	508	512	515	516	517	518	519	520	521	522	523	524
104	**Sludge**	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,205	7,236	7,267	7,298	7,329	7,361	7,393	7,424	7,456	7,488	7,521
105	**Leachate**	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983
106	**Hazardous Materials**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
107	**Other**	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57
108	**Tires**	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324
109	**Total**	222,290	224,635	226,328	227,839	229,227	230,494	231,639	232,860	233,965	234,954	235,884	237,114	238,376	239,288	239,852	240,416	240,980	241,544	242,108	242,672	243,237	243,802	244,366
	Reprocessed Tons:																							
110	**Mulched Yard Waste from Collection Points & at Landfill**	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813	28,813
	TONNAGE / CAPACITY USE BY FACILITY:																							
	Class I Landfill:																							
	Tonnages Landfilled																							
111	Class I Waste	139,609	141,824	143,472	144,965	146,356	147,643	148,828	149,909	150,888	151,763	152,587	153,711	154,835	155,650	156,156	156,662	157,168	157,674	158,180	158,686	159,192	159,698	160,204
112	Construction & Demolition	16,518	16,337	16,150	15,957	15,759	15,557	15,351	15,338	15,327	15,317	15,307	15,298	15,288	15,282	15,280	15,277	15,275	15,272	15,270	15,268	15,265	15,263	15,260
113	Sludge	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,205	7,236	7,267	7,298	7,329	7,361	7,393	7,424	7,456	7,488	7,521
114	Other	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57	57
115	Tonnages to Class I Landfill	163,358	165,392	166,852	168,153	169,346	170,431	171,410	172,479	173,446	174,311	175,125	176,240	177,385	178,225	178,760	179,295	179,830	180,365	180,900	181,435	181,971	182,507	183,042
116	Composting Diversions - Sludge for Composting	-	-	-	-	-	-	-	-	-	-	-	7,174	7,205	7,236	7,267	7,298	7,329	7,361	7,393	7,424	7,456	7,488	7,521
117	Adjusted Tonnage to Class I Landfill	163,358	165,392	166,852	168,153	169,346	170,431	171,410	172,479	173,446	174,311	175,125	169,066	170,180	170,989	171,493	171,997	172,500	173,004	173,507	174,011	174,515	175,018	175,522
	Capacity Utilization of Class I Landfill (Existing Cells 1-3):																							
118	Total Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
119	Active Acreage - Info Only	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0	54.0
120	Total Capacity (Cubic Yards)	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
121	Beginning Capacity Remaining (Cubic Yards)	633,584	400,215	163,941	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
122	Tonnage sent to Class I Landfill	163,358	165,392	114,758.70	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
123	Assumed Pounds per Cubic Yard	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
124	Assumed Cubic Yards Disposed	233,369	236,274	163,941	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
125	Portion of Landfill Used (Cubic Yards)	5,608,425	5,844,699	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640	6,008,640
126	Ending Capacity Remaining (Cubic Yards)	400,215	163,941	-	-	-	-	-	-	-	-	-	0	0	0	0	0	0	0	0	0	0	0	0
127	Percentage of Capacity Utilization	93.34%	97.27%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Capacity Utilization of C&D Landfill:																							
128	C&D Tonnages to C&D Landfill	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Capacity Utilization of C&D Landfill:																							
129	Total Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
130	Active Acreage - Info Only	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4	12.4
131	Total Capacity	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992	702,992
132	Beginning Capacity Remaining	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
133	Additional Capacity	-	-	-	-	-	-	-	-	-	-	-												
134	Tonnage sent to C&D Landfill	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
135	Assumed Pounds per Cubic Yard	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849	849
136	Assumed Cubic Yards Disposed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
137	Portion of Landfill Used	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995	702,995
138	Ending Capacity Remaining	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)	(3)
139	Percentage of Capacity Utilization	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	Off-Site Disposal - Recyclable / Yard Waste:																							
140	Yard Waste	14,900	15,115	15,275	15,420	15,555	15,680	15,795	15,900	15,995	16,080	16,160	16,240	16,320	16,370	16,390	16,410	16,430	16,450	16,470	16,490	16,510	16,530	16,550
141	Recyclable	3,973	4,069	4,141	4,207	4,267	4,324	4,375	4,423	4,465	4,504	4,540	4,576	4,612	4,634	4,643	4,652	4,661	4,670	4,679	4,688	4,697	4,706	4,715
142	Tires	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324	324
143	Leachate	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983	8,983
144	Hazardous Materials	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
145	Mobile Homes	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
146	Construction & Demolition	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
147	Total	28,179	28,491	28,723	28,933	29,129	29,310	29,477	29,629	29,767	29,890	30,006	30,122	30,238	30,311	30,340	30,369	30,398	30,427	30,456	30,485	30,514	30,543	30,572
	Total Tons by Facility Destination:																							
148	**Class I Landfill**	163,358	165,392	166,852	168,153	169,346	170,431	171,410	172,479	173,446	174,311	175,125	169,066	170,180	170,989	171,493	171,997	172,500	173,004	173,507	174,011	174,515	175,018	175,522
149	**Composting**	-	-	-	-	-	-	-	-	-	-	-	7,174	7,205	7,236	7,267	7,298	7,329	7,361	7,393	7,424	7,456	7,488	7,521
150	**C&D Landfill**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
151	**Off-site Disposal**	28,179	28,491	28,723	28,933	29,129	29,310	29,477	29,629	29,767	29,890	30,006	30,122	30,238	30,311	30,340	30,369	30,398	30,427	30,456	30,485	30,514	30,543	30,572
152	**C&D Credit (Fill Dirt Accepted for Free)**	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752	30,752
153	**Total**	222,290	224,635	226,328	227,839	229,227	230,494	231,639	232,860	233,965	234,954	235,884	237,114	238,376	239,288	239,852	240,416	240,980	241,544	242,108	242,672	243,237	243,802	244,366

Exhibit 3
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Historical and Projected Assessment Revenues Under Existing Rates

Line No.	Description	Historical 2024	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	ASSESSMENT REVENUE - DISPOSAL												
	Single Family, Regular - Units												
1	Average Units	84,361	86,515	88,665	90,265	91,715	93,065	94,315	95,465	96,515	97,465	98,315	99,115
2	Existing and Adopted Disposal Assessment	$ 94.91	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04	$ 98.04
3	Total Single Family, Regular Assessment Revenue - Disposal	$ 8,006,703	$ 8,481,931	$ 8,692,717	$ 8,849,581	$ 8,991,739	$ 9,124,093	$ 9,246,643	$ 9,359,389	$ 9,462,331	$ 9,555,469	$ 9,638,803	$ 9,717,235
	Multifamily, Regular - Units												
4	Average Units	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768	1,768
5	Existing and Adopted Disposal Assessment	$ 85.78	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61	$ 88.61
6	Total Single Family, Regular Assessment Revenue - Disposal	$ 151,659	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662	$ 156,662
7	Assessment Revenue Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
8	Assessment Revenue - Disposal - Before Discounts and Adjustments	$ 8,158,362	$ 8,638,593	$ 8,849,379	$ 9,006,243	$ 9,148,401	$ 9,280,755	$ 9,403,305	$ 9,516,051	$ 9,618,993	$ 9,712,131	$ 9,795,465	$ 9,873,897
	Average Discount For Early Payment												
9	Percent	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
10	Amount	$ (244,751)	$ (259,158)	$ (265,481)	$ (270,187)	$ (274,452)	$ (278,423)	$ (282,099)	$ (285,482)	$ (288,570)	$ (291,364)	$ (293,864)	$ (296,217)
11	Assessment Revenue - Disposal - Subtotal	$ 7,913,611	$ 8,379,435	$ 8,583,898	$ 8,736,056	$ 8,873,949	$ 9,002,332	$ 9,121,206	$ 9,230,570	$ 9,330,423	$ 9,420,767	$ 9,501,601	$ 9,577,680
	Percent Collection of Disposal Assessments												
12	Current - Delinquent	$ (7,914)	$ (8,379)	$ (8,584)	$ (8,736)	$ (8,874)	$ (9,002)	$ (9,121)	$ (9,231)	$ (9,330)	$ (9,421)	$ (9,502)	$ (9,578)
13	Prior Year Delinquent - Back Bill Revenue	2,915	-	-	-	-	-	-	-	-	-	-	-
14	Assessment Revenue - Disposal - After Discounts and Adjustments	$ 7,908,612	$ 8,371,056	$ 8,575,314	$ 8,727,320	$ 8,865,075	$ 8,993,330	$ 9,112,085	$ 9,221,339	$ 9,321,093	$ 9,411,346	$ 9,492,099	$ 9,568,102
	ASSESSMENT REVENUE - COLLECTION												
	Mandatory Single Family, Regular - Units												
15	Average Units	44,402	45,355	46,453	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853
16	Existing and Adopted Collection Assessment	$ 194.88	$ 202.56	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37	$ 217.37
17	Total Mandatory Single Family, Regular Assessment Revenue - Collection	$ 8,653,062	$ 9,187,008	$ 10,097,415	$ 10,276,418	$ 10,438,901	$ 10,590,298	$ 10,730,609	$ 10,859,835	$ 10,977,975	$ 11,085,029	$ 11,180,888	$ 11,271,096
	Non-mandatory Single Family, Regular - Units												
18	Average Units	-	-	-	-	-	-	-	-	-	-	-	-
19	Existing and Adopted Collection Assessment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
20	Total Non-mandatory Single Family, Regular Assessment Revenue - Collection	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
21	Assessment Revenue Adjustment	-	-	-	-	-	-	-	-	-	-	-	-
22	Assessment Revenue - Collection - Before Discounts and Adjustments	$ 8,653,062	$ 9,187,008	$ 10,097,415	$ 10,276,418	$ 10,438,901	$ 10,590,298	$ 10,730,609	$ 10,859,835	$ 10,977,975	$ 11,085,029	$ 11,180,888	$ 11,271,096
	Average Discount For Early Payment												
23	Percent	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
24	Amount	$ (259,592)	$ (275,610)	$ (302,922)	$ (308,293)	$ (313,167)	$ (317,709)	$ (321,918)	$ (325,795)	$ (329,339)	$ (332,551)	$ (335,427)	$ (338,133)
25	Assessment Revenue - Collection - Subtotal	$ 8,393,470	$ 8,911,397	$ 9,794,493	$ 9,968,126	$ 10,125,734	$ 10,272,589	$ 10,408,691	$ 10,534,040	$ 10,648,635	$ 10,752,478	$ 10,845,462	$ 10,932,963
	Percent Collection of Collection Assessments												
26	Current - Delinquent	$ (8,393)	$ (8,911)	$ (9,794)	$ (9,968)	$ (10,126)	$ (10,273)	$ (10,409)	$ (10,534)	$ (10,649)	$ (10,752)	$ (10,845)	$ (10,933)
27	Prior Year Delinquent - Back Bill Revenue	-	-	-	-	-	-	-	-	-	-	-	-
28	Assessment Revenue - Collection - After Discounts and Adjustments	$ 8,385,077	$ 8,902,486	$ 9,784,699	$ 9,958,158	$ 10,115,608	$ 10,262,316	$ 10,398,282	$ 10,523,506	$ 10,637,986	$ 10,741,726	$ 10,834,617	$ 10,922,030
29	Total Assessment Revenue	$ 16,293,689	$ 17,273,543	$ 18,360,013	$ 18,685,477	$ 18,980,683	$ 19,255,647	$ 19,510,367	$ 19,744,844	$ 19,959,080	$ 20,153,072	$ 20,326,716	$ 20,490,132

Exhibit 4
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2024	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	WASTE DISPOSAL FEE REVENUE												
	Class I Residential												
1	Waste Deliveries - Tons	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480	3,480
2	Rate Per Ton	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
3	Annual Revenue Class I Residential	$ 210,559	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565	$ 210,565
	Class I Commercial												
4	Waste Deliveries - Tons	45,224	44,596	44,583	44,574	44,565	44,557	44,550	44,543	44,537	44,531	44,526	44,521
5	Rate Per Ton	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
6	Annual Revenue Class I Commercial	$ 2,736,047	$ 2,698,056	$ 2,697,285	$ 2,696,712	$ 2,696,192	$ 2,695,709	$ 2,695,261	$ 2,694,848	$ 2,694,472	$ 2,694,132	$ 2,693,827	$ 2,693,540
	C&D												
7	Waste Deliveries to Class I Landfill	-	-	-	-	-	-	-	-	-	-	-	-
8	Rate Per Ton (Class I)	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
9	Waste Deliveries - Tons	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518	16,518
10	Rate Per Ton (C & D)	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00	$ 76.00
11	Annual Revenue C&D	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354	$ 1,255,354
	Tires												
12	Waste Deliveries - Tons	322	322	322	322	322	322	322	322	322	322	322	322
13	Rate Per Ton	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00	$ 150.00
14	Waste Deliveries - Tons (Offroad Tires)	12	3	3	3	3	3	3	3	3	3	3	3
15	Rate Per Ton	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00	$ 200.00
16	Annual Revenue Tires	$ 50,732	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792	$ 48,792
17	**Yard Waste**	$ 148,747	$ 148,747	$ 148,747									
18	Waste Deliveries - Tons	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071	6,071
19	Rate Per Ton	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50	$ 54.50
20	Annual Revenue Yard Waste	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887	$ 330,887
	Host Fees												
21	Waste Deliveries - Tons	-	-	-	-	-	-	-	-	-	-	-	-
22	Rate Per Ton	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50	$ 2.50
23	Annual Revenue Host Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Travel Trailer/Mobile Homes												
24	Units	-	-	-	-	-	-	-	-	-	-	-	-
25	Rate Per Unit	$ 200.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00	$ 230.00
26	Units	-	-	-	-	-	-	-	-	-	-	-	-
27	Rate Per Unit	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
28	Units	-	-	-	-	-	-	-	-	-	-	-	-
29	Rate Per Unit	$ 600.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00	$ 790.00
30	Annual Revenue Travel Trailer/Mobile Homes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sludge												
31	Waste Deliveries - Tons	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174	7,174
32	Rate Per Ton	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
33	Annual Revenue Sludge	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019	$ 434,019

Exhibit 4
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Historical and Projected Tipping Fee Revenues Under Existing Rates

Line No.	Description	Historical 2024	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Other (Asbestos, Contaminated Soil, Dead Animals)												
34	Waste Deliveries - Tons	57	57	57	57	57	57	57	57	57	57	57	57
35	Rate Per Ton	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
36	Annual Revenue Other	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462	$ 3,462
	Recycling Residual Tons												
37	Recycling Tons Inbound	3,590	3,531	3,617	3,681	3,739	3,793	3,843	3,889	3,931	3,969	4,003	4,035
38	Recycling Tons Sold	3,695	3,008	3,082	3,136	3,186	3,232	3,274	3,313	3,349	3,382	3,410	3,438
39	Implied Recycling Residuals Sent to Landfill	(105)	523	536	545	554	562	569	576	582	588	593	598
40	Adjustment	-	(523)	(536)	(545)	(554)	(562)	(569)	(576)	(582)	(588)	(593)	(598)
41	Adjusted Recycling Residuals	(105)	-	-	-	-	-	-	-	-	-	-	-
42	Rate per Ton	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50	$ 60.50
43	Annual Recycling Revenue	$ (6,353)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
44	Adjustment	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000
45	**Total Disposal Fee Revenue**	$ 5,214,707	$ 5,181,135	$ 5,180,364	$ 5,179,791	$ 5,179,271	$ 5,178,788	$ 5,178,340	$ 5,177,927	$ 5,177,551	$ 5,177,211	$ 5,176,906	$ 5,176,619

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
						Fiscal Year Ending September 30,									
			FUND 4411 - OPERATING												
			07602 - CLASS I OPERATIONS												
			SALARIES & WAGES												
1	5101200	07602	Salaries/Wages - Regular	Salary	$ 1,009,223	$ 1,039,500	$ 1,070,685	$ 1,102,805	$ 1,135,889	$ 1,169,966	$ 1,205,065	$ 1,241,217	$ 1,278,454	$ 1,316,807	$ 1,356,311
2	5101230	07602	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
3	5101212	07602	Salary - Market Adjustment	Salary	13,772	14,185	14,611	15,049	15,501	15,966	16,444	16,938	17,446	17,969	18,508
4	5101400	07602	Salaries/Wages - Overtime	Salary	80,040	82,441	84,914	87,462	90,086	92,788	95,572	98,439	101,392	104,434	107,567
5	5101501	07602	Special Pay - Stipends	Salary	2,075	2,137	2,201	2,267	2,335	2,405	2,478	2,552	2,629	2,707	2,789
6	5102100	07602	FICA Taxes - Matching	Salary	77,109	79,422	81,805	84,259	86,787	89,390	92,072	94,834	97,679	100,610	103,628
7	5102200	07602	Retirement Contributions	Benefit	164,168	169,093	174,166	179,391	184,773	190,316	196,025	201,906	207,963	214,202	220,628
8	5102210	07602	Retirement Contributions - GASB	Benefit	32,691	33,672	34,682	35,722	36,794	37,898	39,035	40,206	41,412	42,654	43,934
9	5102300	07602	Life & Health Insurance	Benefit	256,114	263,797	271,711	279,863	288,259	296,906	305,814	314,988	324,438	334,171	344,196
10	5102400	07602	Workman's Comp Premiums	Salary	32,180	33,145	34,140	35,164	36,219	37,305	38,425	39,577	40,765	41,988	43,247
11	5102500	07602	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
12	5102600	07602	Other Post Employee Benefits - OPEB	Benefit	7,232	7,449	7,672	7,903	8,140	8,384	8,635	8,894	9,161	9,436	9,719
13	AddPer	07602	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
14	5102602	07602	OPEB - Def Inf Portion	Benefit	-	-	-	-	-	-	-	-	-	-	-
15			TOTAL PERSONNEL SERVICES		$ 1,674,604	$ 1,724,842	$ 1,776,587	$ 1,829,885	$ 1,884,782	$ 1,941,325	$ 1,999,565	$ 2,059,552	$ 2,121,338	$ 2,184,978	$ 2,250,528
			OPERATING EXPENSES												
16	5303103	07602	Professional Serv - Engineering	Prof Class I	$ 292,500	$ 300,047	$ 307,548	$ 314,621	$ 321,858	$ 329,260	$ 337,163	$ 345,254	$ 353,541	$ 361,672	$ 369,990
17	5303401	07602	Contract Services	Contract Class I	585,874	600,990	616,014	630,183	644,677	659,504	675,332	691,540	708,137	724,425	741,086
18	5303401a	07602	Mulch Processing	Calculated	97,891	136,032	141,596	147,228	152,973	158,828	164,793	170,865	177,042	183,323	189,762
19	5303401b	07602	Mulch Hauling	Calculated	242,119	252,981	263,329	273,803	284,487	295,376	306,469	317,761	329,249	340,929	352,904
20	5303401c	07602	Leachate Treatment/Hauling	Calculated	522,917	575,000	585,000	595,000	605,000	615,000	625,000	637,500	650,000	660,000	670,000
21	5303405	07602	Contract Services - Uniforms	Inflation	1,750	1,795	1,840	1,882	1,926	1,970	2,017	2,066	2,115	2,164	2,214
22	5303416	07602	Contract Services - Tire Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
23	5303431	07602	Contract Services - HHW Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
24	5303435	07602	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
25	5303437	07602	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
26	5303495	07602	Contract Services - Garbage Hauling	Inflation	-	-	-	-	-	-	-	-	-	-	-
27	5303496	07602	Contract Services - Composting	Calculated	-	-	70,304	72,321	74,626	76,931	79,236	81,541	83,846	86,439	89,032
28	5304001	07602	Travel & Per Diem	Inflation	4,441	4,556	4,669	4,777	4,887	4,999	5,119	5,242	5,368	5,491	5,618
29	5304004	07602	Travel & Per Diem - Class C	Inflation	36	37	38	39	40	41	41	42	44	45	46
30	5304101	07602	Communication Services	Inflation	4,260	4,370	4,479	4,582	4,688	4,795	4,910	5,028	5,149	5,267	5,389
31	5304205	07602	Postage/Express	Inflation	8,920	9,150	9,379	9,595	9,815	10,041	10,282	10,529	10,781	11,029	11,283
32	5304301	07602	Utility Serv - Elec/Water/Sewer	Inflation	32,824	33,671	34,513	35,306	36,118	36,949	37,836	38,744	39,674	40,586	41,520
33	5304401	07602	Rentals/Leases - Equip (Exc. Veh)	Inflation	193,599	198,594	203,559	208,241	213,030	217,930	223,160	228,516	234,000	239,382	244,888
34	5304406	07602	Rentals/Leases - Heavy Equipment	Calculated	1,228,215	1,228,215	1,324,738	1,327,259	1,330,858	1,426,989	1,433,771	1,443,006	1,557,571	1,574,845	1,598,772
35	5304406a	07602	Rentals/Leases - Heavy Equipment for Composting	Calculated	-	-	33,338	34,105	34,889	35,691	36,548	37,425	38,323	39,205	40,107
36	5304501	07602	Insurance & Bonds - Premiums	Inflation	120,500	123,609	126,699	129,613	132,594	135,644	138,899	142,233	145,647	148,996	152,423
37	5304601	07602	Repair/Maint - Building & Ground	Repair	16,500	17,325	18,191	19,101	20,056	21,059	22,112	23,217	24,378	25,597	26,877
38	5304602	07602	Repair/Maint - Vehicles	Repair	65,000	68,250	71,663	75,246	79,008	82,958	87,106	91,462	96,035	100,836	105,878
39	5304603	07602	Repair/Maint - Equipment	LeaseRepair	95,500	100,275	105,289	110,553	116,081	121,885	127,979	134,378	141,097	148,152	155,559
40	5304606	07602	Repair/Maint - Software	Repair	26,652	27,985	29,384	30,853	32,396	34,015	35,716	37,502	39,377	41,346	43,413
41	5304607	07602	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
42	5304609	07602	Repair/Maintenance - Radios	Repair	2,500	2,625	2,756	2,894	3,039	3,191	3,350	3,518	3,694	3,878	4,072
43	5304701	07602	Printing & Binding	Inflation	4,900	5,026	5,152	5,271	5,392	5,516	5,648	5,784	5,923	6,059	6,198
44	5304801	07602	Promotional Activities	Inflation	-	-	-	-	-	-	-	-	-	-	-
45	5304901	07602	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
46	5304902	07602	Advertising - Other	Inflation	750	769	789	807	825	844	865	885	907	927	949
47	5304919	07602	Operating Expense - Special Assessments	Inflation	5,439	5,579	5,719	5,850	5,985	6,123	6,269	6,420	6,574	6,725	6,880
48	5304921	07602	Reimbursement of Special Assessments	Inflation	1,500	1,539	1,577	1,613	1,651	1,689	1,729	1,771	1,813	1,855	1,897
49	5304922	07602	Fees/Costs - Other	Inflation	125	128	131	134	138	141	144	148	151	155	158
50	5304923	07602	Fees/Costs - Filing Fees	Inflation	900	923	946	968	990	1,013	1,037	1,062	1,088	1,113	1,138
51	5304924	07602	Fees - Permit Applications	Inflation	10,772	11,050	11,326	11,587	11,853	12,126	12,417	12,715	13,020	13,319	13,626
52	5304933	07602	Fees/Costs - Cost Allocation Plan	Inflation	339,597	348,359	357,068	365,280	373,682	382,276	391,451	400,846	410,466	419,907	429,565
53	5304936	07602	Fees/Costs - Tax Collector	Calculated	172,772	182,740	191,833	201,001	210,340	219,845	229,510	239,330	249,295	259,399	269,765
54	5304937	07602	Fees/Costs - Bill Notification	Calculated	-	90,433	92,033	93,483	94,833	96,083	97,233	98,283	99,233	100,083	100,883
55	5304940	07602	Fees/Costs - Property Appraiser	Calculated	172,772	274,110	287,749	301,501	315,509	329,767	344,265	358,994	373,943	389,099	404,648
56	5304950	07602	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
57	5304953	07602	Fees/Costs - Fleet GPS Tracking	Inflation	4,566	4,684	4,801	4,911	5,024	5,140	5,263	5,390	5,519	5,646	5,776
58	5304955	07602	Fees/Costs - Flt Cap Recv	Inflation	89,945	92,266	94,572	96,747	98,973	101,249	103,679	106,167	108,715	111,216	113,774
59	5304956	07602	Fees/Costs - Flt Fac Allo	Inflation	2,272	2,331	2,389	2,444	2,500	2,558	2,619	2,682	2,746	2,809	2,874
60	5304957	07602	Fees & Costs - Fleet Administration Fees	Inflation	8,160	8,371	8,580	8,777	8,979	9,186	9,406	9,632	9,863	10,090	10,322
61	5304959	07602	Fees/Costs - Bank Charges	Inflation	1,680	1,723	1,766	1,807	1,849	1,891	1,937	1,983	2,031	2,077	2,125
62	5304965	07602	Fees/Costs - New Hires	Inflation	1,032	1,059	1,085	1,110	1,136	1,162	1,190	1,218	1,247	1,276	1,305
63	5304970	07602	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
64	5304975	07602	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
65	5305101	07602	Office Supplies	Inflation	5,000	5,129	5,257	5,378	5,502	5,628	5,763	5,902	6,043	6,182	6,325
66	5305103	07602	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
67	5305201	07602	Operating Supplies	Inflation	163,000	167,205	171,386	175,327	179,360	183,485	187,889	192,398	197,016	201,547	206,183
68	5305201a	07602	Concrete for Alternative Daily Cover	Inflation	-	-	-	-	-	-	-	-	-	-	-
69	5305201b	07602	Alternative Daily Cover	Inflation	-	-	-	-	-	-	-	-	-	-	-
70	5305202	07602	Gasoline, Oil & Lubricants	Fuel+Tons	356,175	383,854	408,064	432,251	457,402	483,679	511,118	539,755	570,277	602,148	635,410
71	5305205	07602	Clothing & Uniform Apparel	Inflation	1,850	1,898	1,945	1,990	2,036	2,083	2,132	2,184	2,236	2,287	2,340
72	5305221	07602	Operating Supplies - Computer Software	Inflation	4,000	4,103	4,206	4,303	4,401	4,503	4,611	4,721	4,835	4,946	5,060
73	5305222	07602	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
74	5305264	07602	Uncapitalized Equipment	Inflation	57,500	58,984	60,458	61,849	63,271	64,726	66,280	67,871	69,499	71,098	72,733
75	5305265	07602	Uncapitalized Equipment ($1000-$4999)	Inflation	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
76	5305274	07602	Uncapitalized Equipment - Technology	Inflation	34,550	35,441	36,327	37,163	38,018	38,892	39,826	40,781	41,760	42,721	43,703
77	5305401	07602	Books/Publications/Subscriptions	Inflation	1,000	1,026	1,051	1,076	1,100	1,126	1,153	1,180	1,209	1,236	1,265
78	5305402	07602	Dues/Memberships	Inflation	2,655	2,723	2,792	2,856	2,921	2,989	3,060	3,134	3,209	3,283	3,358
79	5305506	07602	Educational - Train and Tuition	Inflation	6,755	6,929	7,103	7,266	7,433	7,604	7,786	7,973	8,165	8,352	8,545
80	5305508	07602	Educational - Grant Funds	Inflation	-	-	-	-	-	-	-	-	-	-	-
81	5305510	07602	Educational - Tuition Reimbursement	Inflation	4,000	4,103	4,206	4,303	4,401	4,503	4,611	4,721	4,835	4,946	5,060
82	5305901	07602	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
83			TOTAL OPERATING EXPENSES		$ 4,995,663	$ 5,387,989	$ 5,724,635	$ 5,864,254	$ 6,008,547	$ 6,248,881	$ 6,405,731	$ 6,571,298	$ 6,846,684	$ 7,024,110	$ 7,212,697
			CAPITAL OUTLAY												
84	5626201	07602	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
85	5626401	07602	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
86			TOTAL CAPITAL EXPENSES		$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
87	5909508	07602	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
88	5909907	07602	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
89	5909910	07602	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
90	5909914	07602	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
91	5909982	07602	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
92			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
93	5944312	07602	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
94	5944610	07602	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-
95	5944710	07602	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
96	5920830	07602	Transfer - Non-Ad Valorem Rev S2022 Bond	Eliminate	-	-	-	-	-	-	-	-	-	-	-
97	5950610	07602	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
98	5944810	07602	Transfer - Disaster/Debris Removal Fund 4481	Eliminate	-	-	-	-	-	-	-	-	-	-	-
99	5951210	07602	Transfer - Health Self Insurance	Benefit	28,800	29,664	30,554	31,471	32,415	33,387	34,389	35,420	36,483	37,577	38,705
100	5910012	07602	Transfer - General Fund Capital Project	Eliminate	-	-	-	-	-	-	-	-	-	-	-
101	5999078	07602	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-
102			TOTAL TRANSFERS		$ 28,800	$ 29,664	$ 30,554	$ 31,471	$ 32,415	$ 33,387	$ 34,389	$ 35,420	$ 36,483	$ 37,577	$ 38,705
103			**TOTAL OPERATIONS EXPENSES - CLASS I**		$ 6,699,067	$ 7,142,495	$ 7,531,777	$ 7,725,610	$ 7,925,743	$ 8,223,593	$ 8,439,684	$ 8,666,270	$ 9,004,505	$ 9,246,666	$ 9,501,929
			07603 - RECYCLING OPERATIONS												
			SALARIES & WAGES												
104	5101200	07603	Salaries/Wages - Regular	Salary	$ 227,909	$ 234,746	$ 241,789	$ 249,042	$ 256,514	$ 264,209	$ 272,135	$ 280,299	$ 288,708	$ 297,370	$ 306,291
105	5101230	07603	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
106	5101212	07603	Salary - Market Adjustment	Salary	2,267	2,335	2,405	2,477	2,552	2,628	2,707	2,788	2,872	2,958	3,047
107	5101400	07603	Salaries/Wages - Overtime	Salary	6,900	7,107	7,320	7,540	7,766	7,999	8,239	8,486	8,741	9,003	9,273
108	5101501	07603	Special Pay - Stipends	Salary	437	450	464	478	492	507	522	537	554	570	587
109	5102100	07603	FICA Taxes - Matching	Salary	17,435	17,958	18,497	19,052	19,623	20,212	20,818	21,443	22,086	22,749	23,431
110	5102200	07603	Retirement Contributions	Benefit	39,258	40,436	41,649	42,898	44,185	45,511	46,876	48,282	49,731	51,223	52,759
111	5102210	07603	Retirement Contributions - GASB	Benefit	7,086	7,299	7,518	7,743	7,975	8,215	8,461	8,715	8,976	9,246	9,523
112	5102300	07603	Life & Health Insurance	Benefit	56,236	57,923	59,661	61,451	63,294	65,193	67,149	69,163	71,238	73,375	75,576
113	5102400	07603	Workman's Comp Premiums	Salary	7,738	7,970	8,209	8,456	8,709	8,970	9,240	9,517	9,802	10,096	10,399
114	5102500	07603	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
115	5102600	07603	Other Post Employee Benefits - OPEB	Benefit	1,482	1,526	1,572	1,619	1,668	1,718	1,770	1,823	1,877	1,934	1,992
116	AddPer	07603	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
117	5102602	07603	OPEB - Def Inf Portion	Benefit	-	-	-	-	-	-	-	-	-	-	-
118			TOTAL PERSONNEL SERVICES		$ 366,748	$ 377,750	$ 389,083	$ 400,755	$ 412,778	$ 425,161	$ 437,916	$ 451,054	$ 464,585	$ 478,523	$ 492,879
			OPERATING EXPENSES												
119	5303103	07603	Professional Serv - Engineering	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
120	5303401	07603	Contract Services	Inflation	104,062	106,747	109,415	111,932	114,506	117,140	119,951	122,830	125,778	128,671	131,630
121	5303405	07603	Contract Services - Uniforms	Inflation	500	513	526	538	550	563	576	590	604	618	632
122	5303416	07603	Contract Services - Tire Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
123	5303431	07603	Contract Services - HHW Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
124	5303435	07603	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
125	5303437	07603	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
126	5303401a	07603	Contract Services - Recycling Disposal and Hauling	Calculated	337,488	354,627	369,923	384,394	398,914	413,468	428,458	443,479	458,512	473,076	487,825
127	5304001	07603	Travel & Per Diem	Inflation	6,519	6,687	6,854	7,012	7,173	7,338	7,514	7,695	7,879	8,061	8,246
128	5304004	07603	Travel & Per Diem - Class C	Inflation	12	12	13	13	13	14	14	14	15	15	15
129	5304101	07603	Communication Services	Inflation	660	677	694	710	726	743	761	779	798	816	835
130	5304205	07603	Postage and Freight	Inflation	300	308	315	323	330	338	346	354	363	371	379
131	5304301	07603	Utility Serv - Elec/Water/Sewer	Inflation	-	-	-	-	-	-	-	-	-	-	-
132	5304401	07603	Rentals/Leases - Equip (Exc. Veh)	Constant	20,920	20,920	20,920	20,920	20,920	20,920	20,920	20,920	20,920	20,920	20,920
133	5304406	07603	Rentals/Leases - Heavy Equipment	Calculated	71,214	71,214	74,877	74,877	74,877	80,163	80,163	80,163	86,075	86,075	86,075
134	5304501	07603	Insurance & Bonds - Premiums	Inflation	14,891	15,275	15,657	16,017	16,386	16,762	17,165	17,577	17,999	18,413	18,836
135	5304601	07603	Repair/Maint - Building & Ground	Repair	2,500	2,625	2,756	2,894	3,039	3,191	3,350	3,518	3,694	3,878	4,072
136	5304602	07603	Repair/Maint - Vehicles	Repair	22,500	23,625	24,806	26,047	27,349	28,716	30,152	31,660	33,243	34,905	36,650
137	5304603	07603	Repair/Maint - Equipment	Repair	18,500	19,425	20,396	21,416	22,487	23,611	24,792	26,031	27,333	28,700	30,135
138	5304606	07603	Repair/Maint - Software	Repair	1,200	1,260	1,323	1,389	1,459	1,532	1,608	1,689	1,773	1,862	1,955
139	5304607	07603	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
140	5304609	07603	Repair/Maintenance - Radios	Repair	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
141	5304701	07603	Printing & Binding	Inflation	1,000	1,026	1,051	1,076	1,100	1,126	1,153	1,180	1,209	1,236	1,265
142	5304801	07603	Promotional Activities	Inflation	20,000	20,516	21,029	21,513	22,007	22,514	23,054	23,607	24,174	24,730	25,298
143	5304901	07603	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
144	5304902	07603	Advertising - Other	Inflation	7,250	7,437	7,623	7,798	7,978	8,161	8,357	8,558	8,763	8,965	9,171
145	5304919	07603	Operating Expense - Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-
146	5304921	07603	Reimbursement of Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-
147	5304922	07603	Fees/Costs - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
148	5304923	07603	Fees/Costs - Filing Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
149	5304924	07603	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
150	5304933	07603	Fees/Costs - Cost Allocation Plan	Inflation	35,963	36,891	37,813	38,683	39,573	40,483	41,454	42,449	43,468	44,468	45,490
151	5304937	07603	Fees/Costs - Tax Collector Refunds	Inflation	-	-	-	-	-	-	-	-	-	-	-
152	5304950	07603	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
153	5304953	07603	Fees/Costs - Fleet GPS Tracking	Inflation	1,626	1,668	1,710	1,749	1,789	1,830	1,874	1,919	1,965	2,011	2,057
154	5304955	07603	Fees/Costs - Flt Cap Recv	Inflation	35,501	36,417	37,327	38,186	39,064	39,963	40,922	41,904	42,910	43,896	44,906
155	5304956	07603	Fees/Costs - Flt Fac Allo	Inflation	699	717	735	752	769	787	806	825	845	864	884
156	5304957	07603	Fees & Costs - Fleet Administration Fees	Inflation	3,360	3,447	3,533	3,614	3,697	3,782	3,873	3,966	4,061	4,155	4,250
157	5304959	07603	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
158	5304965	07603	Fees/Costs - New Hires	Inflation	344	353	362	370	379	387	397	406	416	425	435
159	5304970	07603	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
160	5304975	07603	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
161	5305101	07603	Office Supplies	Inflation	600	615	631	645	660	675	692	708	725	742	759
162	5305103	07603	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
163	5305201	07603	Operating Supplies	Inflation	26,250	26,927	27,600	28,235	28,885	29,549	30,258	30,984	31,728	32,458	33,204
164	5305202	07603	Gasoline, Oil & Lubricants	Fuel	84,485	88,709	93,145	97,802	102,692	107,827	113,218	118,879	124,823	131,064	137,617
165	5305205	07603	Clothing & Uniform Apparel	Inflation	250	256	263	269	275	281	288	295	302	309	316
166	5305221	07603	Operating Supplies - Computer Software	Inflation	-	-	-	-	-	-	-	-	-	-	-
167	5305222	07603	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
168	5305264	07603	Uncapitalized Equipment	Inflation	19,440	19,942	20,440	20,910	21,391	21,883	22,408	22,946	23,497	24,037	24,590
169	5305274	07603	Uncapitalized Equipment - Technology	Inflation	-	-	-	-	-	-	-	-	-	-	-
170	5305401	07603	Books/Publications/Subscriptions	Inflation	-	-	-	-	-	-	-	-	-	-	-
171	5305402	07603	Dues/Memberships	Inflation	2,145	2,200	2,255	2,307	2,360	2,415	2,473	2,532	2,593	2,652	2,713
172	5305506	07603	Educational - Train and Tuition	Inflation	4,708	4,829	4,950	5,064	5,181	5,300	5,427	5,557	5,690	5,821	5,955
173	5305508	07603	Educational - Grant Funds	Inflation	-	-	-	-	-	-	-	-	-	-	-
174	5305510	07603	Educational - Tuition Reimbursement	Inflation	1,000	1,026	1,051	1,076	1,100	1,126	1,153	1,180	1,209	1,236	1,265
175	5305901	07603	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
176			TOTAL OPERATING EXPENSES		$ 845,887	$ 876,891	$ 909,996	$ 938,530	$ 967,629	$ 1,002,586	$ 1,033,577	$ 1,065,196	$ 1,103,361	$ 1,135,449	$ 1,168,383
			CAPITAL OUTLAY												
177	5626201	07603	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
178	5626401	07603	Equipment (Greater than $5,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
179			TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
180	5909508	07603	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
181	5909907	07603	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
182	5909910	07603	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
183	5909914	07603	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
184	5909982	07603	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
185			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
186	5944312	07603	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
187	5944610	07603	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-
188	5944710	07603	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
189	5950610	07603	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
190	5951210	07603	Transfer - Health Self Insurance	Benefit	7,088	7,301	7,520	7,745	7,978	8,217	8,463	8,717	8,979	9,248	9,526
191	5999078	07603	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-
192			TOTAL TRANSFERS		$ 7,088	$ 7,301	$ 7,520	$ 7,745	$ 7,978	$ 8,217	$ 8,463	$ 8,717	$ 8,979	$ 9,248	$ 9,526
193			**TOTAL OPERATIONS EXPENSES - RECYCLING**		$ 1,219,723	$ 1,261,942	$ 1,306,598	$ 1,347,031	$ 1,388,385	$ 1,435,965	$ 1,479,957	$ 1,524,967	$ 1,576,926	$ 1,623,220	$ 1,670,787
			07604 - CONVENIENCE CENTERS OPERATIONS												
			SALARIES & WAGES												
194	5101200	07604	Salaries/Wages - Regular	Salary	$ 470,292	$ 484,401	$ 498,933	$ 513,901	$ 529,318	$ 545,197	$ 561,553	$ 578,400	$ 595,752	$ 613,624	$ 632,033
195	5101230	07604	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
196	5101212	07604	Salary - Market Adjustment	Salary	7,909	8,146	8,391	8,642	8,902	9,169	9,444	9,727	10,019	10,319	10,629
197	5101400	07604	Salaries/Wages - Overtime	Salary	62,100	63,963	65,882	67,858	69,894	71,991	74,151	76,375	78,666	81,026	83,457
198	5101501	07604	Special Pay - Stipends	Salary	1,457	1,501	1,546	1,592	1,640	1,689	1,740	1,792	1,846	1,901	1,958
199	5102100	07604	FICA Taxes - Matching	Salary	35,977	37,056	38,168	39,313	40,492	41,707	42,958	44,247	45,575	46,942	48,350
200	5102200	07604	Retirement Contributions	Benefit	70,528	72,644	74,823	77,068	79,380	81,761	84,214	86,741	89,343	92,023	94,784
201	5102210	07604	Retirement Contributions - GASB	Benefit	17,841	18,376	18,928	19,495	20,080	20,683	21,303	21,942	22,600	23,278	23,977
202	5102300	07604	Life & Health Insurance	Benefit	149,666	154,156	158,781	163,544	168,450	173,504	178,709	184,070	189,592	195,280	201,139
203	5102400	07604	Workman's Comp Premiums	Salary	20,263	20,871	21,497	22,142	22,806	23,490	24,195	24,921	25,669	26,439	27,232
204	5102500	07604	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
205	5102600	07604	Other Post Employee Benefits - OPEB	Benefit	4,454	4,588	4,725	4,867	5,013	5,163	5,318	5,478	5,642	5,811	5,986
206	AddPer	07604	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
207	5102602	07604	OPEB - Def Inf Portion	Benefit	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
208			TOTAL PERSONNEL SERVICES		$ 840,487	$ 865,702	$ 891,673	$ 918,423	$ 945,976	$ 974,355	$ 1,003,585	$ 1,033,693	$ 1,064,704	$ 1,096,645	$ 1,129,544
			OPERATING EXPENSES												
209	5303103	07604	Professional Serv - Engineering	Inflation	$ 92,250	$ 94,630	$ 96,996	$ 99,227	$ 101,509	$ 103,844	$ 106,336	$ 108,888	$ 111,501	$ 114,066	$ 116,689
210	5303401	07604	Contract Services	Contract-CCC	27,420	28,127	28,831	29,494	30,172	30,866	31,607	32,365	33,142	33,904	34,684
211	5303405	07604	Contract Services - Uniforms	Inflation	1,500	1,539	1,577	1,613	1,651	1,689	1,729	1,771	1,813	1,855	1,897
212	5303416	07604	Contract Services - Tire Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
213	5303431	07604	Contract Services - HHW Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
214	5303435	07604	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
215	5303437	07604	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
216	5303495	07604	Contract Services - Garbage Hauling	Inflation	-	-	-	-	-	-	-	-	-	-	-
217	5304001	07604	Travel & Per Diem	Inflation	600	615	631	645	660	675	692	708	725	742	759
218	5304004	07604	Travel & Per Diem - Class C	Inflation	24	25	25	26	26	27	28	28	29	30	30
219	5304101	07604	Communication Services	Inflation	720	739	757	774	792	810	830	850	870	890	911
220	5304205	07604	Postage/Express	Inflation	-	-	-	-	-	-	-	-	-	-	-
221	5304301	07604	Utility Serv - Elec/Water/Sewer	Inflation	9,402	9,645	9,886	10,113	10,346	10,584	10,838	11,098	11,364	11,625	11,893
222	5304401	07604	Rentals/Leases - Equip (Exc. Veh)	Constant	900	900	900	900	900	900	900	900	900	900	900
223	5304406	07604	Rentals/Leases - Heavy Equipment	Calculated	163,413	163,413	171,820	171,820	171,820	183,951	183,951	183,951	197,515	197,515	197,515
224	5304501	07604	Insurance & Bonds - Premiums	Inflation	62,470	64,082	65,684	67,194	68,740	70,321	72,009	73,737	75,507	77,243	79,020
225	5304601	07604	Repair/Maint - Building & Ground	Repair	209,000	219,450	230,423	241,944	254,041	266,743	280,080	294,084	308,788	324,228	340,439
226	5304602	07604	Repair/Maint - Vehicles	Repair	171,000	179,550	188,528	197,954	207,852	218,244	229,156	240,614	252,645	265,277	278,541
227	5304603	07604	Repair/Maint - Equipment	Repair	29,500	30,975	32,524	34,150	35,857	37,650	39,533	41,509	43,585	45,764	48,052
228	5304606	07604	Repair/Maint - Software	Repair	-	-	-	-	-	-	-	-	-	-	-
229	5304607	07604	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
230	5304609	07604	Repair/Maintenance - Radios	Repair	-	-	-	-	-	-	-	-	-	-	-
231	5304701	07604	Printing & Binding	Inflation	2,200	2,257	2,313	2,366	2,421	2,476	2,536	2,597	2,659	2,720	2,783
232	5304801	07604	Promotional Activities	Inflation	-	-	-	-	-	-	-	-	-	-	-
233	5304901	07604	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
234	5304902	07604	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
235	5304919	07604	Operating Expense - Special Assessments	Inflation	1,566	1,606	1,647	1,684	1,723	1,763	1,805	1,848	1,893	1,936	1,981
236	5304921	07604	Reimbursement of Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-
237	5304922	07604	Fees/Costs - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
238	5304923	07604	Fees/Costs - Filing Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
239	5304924	07604	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
240	5304933	07604	Fees/Costs - Cost Allocation Plan	Inflation	41,061	42,120	43,173	44,166	45,182	46,221	47,331	48,467	49,630	50,771	51,939
241	5304937	07604	Fees/Costs - Tax Collector Refunds	Inflation	-	-	-	-	-	-	-	-	-	-	-
242	5304950	07604	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
243	5304953	07604	Fees/Costs - Fleet GPS Tracking	Inflation	3,642	3,736	3,829	3,917	4,008	4,100	4,198	4,299	4,402	4,503	4,607
244	5304955	07604	Fees/Costs - Flt Cap Recv	Inflation	129,751	133,099	136,426	139,564	142,774	146,058	149,563	153,152	156,828	160,435	164,125
245	5304956	07604	Fees/Costs - Flt Fac Allo	Inflation	1,660	1,703	1,745	1,786	1,827	1,869	1,913	1,959	2,006	2,053	2,100
246	5304957	07604	Fees & Costs - Fleet Administration Fees	Inflation	9,120	9,355	9,589	9,810	10,035	10,266	10,513	10,765	11,023	11,277	11,536
247	5304959	07604	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
248	5304965	07604	Fees/Costs - New Hires	Inflation	1,720	1,764	1,808	1,850	1,893	1,936	1,983	2,030	2,079	2,127	2,176
249	5304970	07604	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
250	5304975	07604	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
251	5305101	07604	Office Supplies	Inflation	450	462	473	484	495	507	519	531	544	556	569
252	5305103	07604	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
253	5305201	07604	Operating Supplies	Inflation	8,250	8,463	8,674	8,874	9,078	9,287	9,510	9,738	9,972	10,201	10,436
254	5305202	07604	Gasoline, Oil & Lubricants	Fuel	177,875	186,769	196,107	205,913	216,208	227,019	238,370	250,288	262,802	275,943	289,740
255	5305205	07604	Clothing & Uniform Apparel	Inflation	750	769	789	807	825	844	865	885	907	927	949
256	5305221	07604	Operating Supplies - Computer Software	Inflation	-	-	-	-	-	-	-	-	-	-	-
257	5305222	07604	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
258	5305264	07604	Uncapitalized Equipment	Inflation	3,000	3,077	3,154	3,227	3,301	3,377	3,458	3,541	3,626	3,709	3,795
259	5305274	07604	Uncapitalized Equipment - Technology	Inflation	7,850	8,053	8,254	8,444	8,638	8,837	9,049	9,266	9,488	9,706	9,930
260	5305401	07604	Books/Publications/Subscriptions	Inflation	-	-	-	-	-	-	-	-	-	-	-
261	5305402	07604	Dues/Memberships	Inflation	495	508	520	532	545	557	571	584	598	612	626
262	5305506	07604	Educational - Train and Tuition	Inflation	600	615	631	645	660	675	692	708	725	742	759
263	5305508	07604	Educational - Grant Funds	Inflation	-	-	-	-	-	-	-	-	-	-	-
264	5305510	07604	Educational - Tuition Reimbursement	Inflation	1,000	1,026	1,051	1,076	1,100	1,126	1,153	1,180	1,209	1,236	1,265
265	5305901	07604	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
266			TOTAL OPERATING EXPENSES		$ 1,159,189	$ 1,199,072	$ 1,248,766	$ 1,291,000	$ 1,335,079	$ 1,393,221	$ 1,441,713	$ 1,492,343	$ 1,558,776	$ 1,613,496	$ 1,670,645
			CAPITAL OUTLAY												
267	5626201	07604	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
268	5626401	07604	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
269			TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
270	5909508	07604	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
271	5909907	07604	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
272	5909910	07604	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
273	5909914	07604	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
274	5909982	07604	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
275			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
276	5944312	07604	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
277	5944610	07604	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
278	5944710	07604	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
279	5950610	07604	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
280	5951210	07604	Transfer - Health Self Insurance	Benefit	17,520	18,046	18,587	19,145	19,719	20,310	20,920	21,547	22,194	22,860	23,545
281	5999078	07604	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-
282			TOTAL TRANSFERS		$ 17,520	$ 18,046	$ 18,587	$ 19,145	$ 19,719	$ 20,310	$ 20,920	$ 21,547	$ 22,194	$ 22,860	$ 23,545
283			**TOTAL OPERATIONS EXPENSES - CONVENIENCE CENTERS**		$ 2,017,196	$ 2,082,819	$ 2,159,026	$ 2,228,567	$ 2,300,774	$ 2,387,886	$ 2,466,218	$ 2,547,583	$ 2,645,674	$ 2,733,000	$ 2,823,735
			07605 - C&D DEBRIS OPERATIONS												
			SALARIES & WAGES												
284	5101200	07605	Salaries/Wages - Regular	Salary	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
285	5101230	07605	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
286	5101212	07605	Salary - Market Adjustment	Salary	-	-	-	-	-	-	-	-	-	-	-
287	5101400	07605	Salaries/Wages - Overtime	Salary	-	-	-	-	-	-	-	-	-	-	-
288	5101501	07605	Special Pay - Stipends	Salary	-	-	-	-	-	-	-	-	-	-	-
289	5102100	07605	FICA Taxes - Matching	Salary	-	-	-	-	-	-	-	-	-	-	-
290	5102200	07605	Retirement Contributions	Benefit	-	-	-	-	-	-	-	-	-	-	-
291	5102210	07605	Retirement Contributions - GASB	Benefit	-	-	-	-	-	-	-	-	-	-	-
292	5102300	07605	Life & Health Insurance	Benefit	-	-	-	-	-	-	-	-	-	-	-
293	5102400	07605	Workman's Comp Premiums	Salary	-	-	-	-	-	-	-	-	-	-	-
294	5102500	07605	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
295	5102600	07605	Other Post Employee Benefits - OPEB	Benefit	-	-	-	-	-	-	-	-	-	-	-
296	AddPer	07605	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
297			TOTAL PERSONNEL SERVICES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			OPERATING EXPENSES												
298	5303103	07605	Professional Serv - Engineering	PSC&D	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
299	5303401	07605	Contract Services	Inflation	-	-	-	-	-	-	-	-	-	-	-
300	5303405	07605	Contract Services - Uniforms	Inflation	-	-	-	-	-	-	-	-	-	-	-
301	5303416	07605	Contract Services - C&D Off-Site Disposal	Calculated	-	-	-	-	-	-	-	-	-	-	-
302	5303431	07605	Contract Services - HHW Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
303	5303435	07605	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
304	5303437	07605	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
305	5303495	07605	Contract Services - Garbage Hauling	Inflation	-	-	-	-	-	-	-	-	-	-	-
306	5304001	07605	Travel & Per Diem	Inflation	-	-	-	-	-	-	-	-	-	-	-
307	5304004	07605	Travel & Per Diem - Class C	Inflation	-	-	-	-	-	-	-	-	-	-	-
308	5304101	07605	Communication Services	Inflation	-	-	-	-	-	-	-	-	-	-	-
309	5304205	07605	Postage/Express	Inflation	-	-	-	-	-	-	-	-	-	-	-
310	5304301	07605	Utility Serv - Elec/Water/Sewer	Inflation	-	-	-	-	-	-	-	-	-	-	-
311	5304401	07605	Rentals/Leases - Equip (Exc. Veh)	Constant	-	-	-	-	-	-	-	-	-	-	-
312	5304406	07605	Rentals/Leases - Heavy Equipment	Calculated	-	-	-	-	-	-	-	-	-	-	-
313	5304501	07605	Insurance & Bonds - Premiums	Inflation	-	-	-	-	-	-	-	-	-	-	-
314	5304601	07605	Repair/Maint - Building & Ground	Repair	-	-	-	-	-	-	-	-	-	-	-
315	5304602	07605	Repair/Maint - Vehicles	Repair	-	-	-	-	-	-	-	-	-	-	-
316	5304603	07605	Repair/Maint - Equipment	Repair	-	-	-	-	-	-	-	-	-	-	-
317	5304606	07605	Repair/Maint - Software	Repair	-	-	-	-	-	-	-	-	-	-	-
318	5304607	07605	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
319	5304609	07605	Repair/Maintenance - Radios	Repair	-	-	-	-	-	-	-	-	-	-	-
320	5304701	07605	Printing & Binding	Inflation	-	-	-	-	-	-	-	-	-	-	-
321	5304801	07605	Promotional Activities	Inflation	-	-	-	-	-	-	-	-	-	-	-
322	5304901	07605	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
323	5304902	07605	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
324	5304921	07605	Reimbursement of Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-
325	5304922	07605	Fees/Costs - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
326	5304923	07605	Fees/Costs - Filing Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
327	5304924	07605	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
328	5304933	07605	Fees/Costs - Cost Allocation Plan	Inflation	-	-	-	-	-	-	-	-	-	-	-
329	5304937	07605	Fees/Costs - Tax Collector Refunds	Inflation	-	-	-	-	-	-	-	-	-	-	-
330	5304950	07605	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
331	5304953	07605	Fees/Costs - Fleet GPS Tracking	Inflation	-	-	-	-	-	-	-	-	-	-	-
332	5304955	07605	Fees/Costs - Flt Cap Recv	Inflation	-	-	-	-	-	-	-	-	-	-	-
333	5304956	07605	Fees/Costs - Flt Fac Allo	Inflation	-	-	-	-	-	-	-	-	-	-	-
334	5304957	07605	Fees & Costs - Fleet Administration Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
335	5304959	07605	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
336	5304965	07605	Fees/Costs - New Hires	Inflation	-	-	-	-	-	-	-	-	-	-	-
337	5304970	07605	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
338	5304975	07605	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
339	5305101	07605	Office Supplies	Inflation	-	-	-	-	-	-	-	-	-	-	-
340	5305103	07605	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
341	5305201	07605	Operating Supplies	Inflation	-	-	-	-	-	-	-	-	-	-	-
342	5305202	07605	Gasoline, Oil & Lubricants	Fuel+Tons	-	-	-	-	-	-	-	-	-	-	-
343	5305205	07605	Clothing & Uniform Apparel	Inflation	-	-	-	-	-	-	-	-	-	-	-
344	5305221	07605	Operating Supplies - Computer Software	Inflation	-	-	-	-	-	-	-	-	-	-	-
345	5305222	07605	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
346	5305264	07605	Uncapitalized Equipment	Inflation	-	-	-	-	-	-	-	-	-	-	-
347	5305274	07605	Uncapitalized Equipment - Technology	Inflation	-	-	-	-	-	-	-	-	-	-	-
348	5305401	07605	Books/Publications/Subscriptions	Inflation	-	-	-	-	-	-	-	-	-	-	-
349	5305402	07605	Dues/Memberships	Inflation	-	-	-	-	-	-	-	-	-	-	-
350	5305506	07605	Educational - Train and Tuition	Inflation	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
351	5305508	07605	Educational - Grant Funds	Inflation	-	-	-	-	-	-	-	-	-	-	-
352	5305510	07605	Educational - Tuition Reimbursement	Inflation	-	-	-	-	-	-	-	-	-	-	-
353	5305901	07605	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
354			TOTAL OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			CAPITAL OUTLAY												
355	5626201	07605	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
356	5626401	07605	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
357			TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
358	5909508	07605	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
359	5909907	07605	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
360	5909910	07605	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
361	5909914	07605	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
362	5909982	07605	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
363			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
364	5944312	07605	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
365	5944610	07605	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-
366	5944710	07605	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
367	5950610	07605	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
368	5951210	07605	Transfer - Health Self Insurance	Benefit	-	-	-	-	-	-	-	-	-	-	-
369	5999078	07605	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-
370			TOTAL TRANSFERS		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
371			**TOTAL OPERATIONS EXPENSES - C&D**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			07606 - HHW/SQG												
			SALARIES & WAGES												
372	5101200	07606	Salaries/Wages - Regular	Salary	$ 125,232	$ 128,989	$ 132,859	$ 136,844	$ 140,950	$ 145,178	$ 149,534	$ 154,020	$ 158,640	$ 163,399	$ 168,301
373	5101230	07606	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
374	5101212	07606	Salary - Market Adjustment	Salary	2,624	2,703	2,784	2,867	2,953	3,042	3,133	3,227	3,324	3,424	3,526
375	5101400	07606	Salaries/Wages - Overtime	Salary	3,243	3,340	3,440	3,544	3,650	3,760	3,872	3,988	4,108	4,231	4,358
376	5101501	07606	Special Pay - Stipends	Salary	333	343	353	364	375	386	398	410	422	434	448
377	5102100	07606	FICA Taxes - Matching	Salary	9,580	9,867	10,163	10,468	10,782	11,106	11,439	11,782	12,136	12,500	12,875
378	5102200	07606	Retirement Contributions	Benefit	21,519	22,165	22,830	23,514	24,220	24,946	25,695	26,466	27,260	28,077	28,920
379	5102210	07606	Retirement Contributions - GASB	Benefit	4,856	5,002	5,152	5,306	5,465	5,629	5,798	5,972	6,151	6,336	6,526
380	5102300	07606	Life & Health Insurance	Benefit	45,490	46,855	48,260	49,708	51,199	52,735	54,317	55,947	57,625	59,354	61,135
381	5102400	07606	Workman's Comp Premiums	Salary	4,779	4,922	5,070	5,222	5,379	5,540	5,706	5,878	6,054	6,236	6,423
382	5102500	07606	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
383	5102600	07606	Other Post Employee Benefits - OPEB	Benefit	984	1,014	1,044	1,075	1,108	1,141	1,175	1,210	1,247	1,284	1,322
384	AddPer	07606	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
385	5102602	07606	OPEB - Def Inf Portion	Benefit	-	-	-	-	-	-	-	-	-	-	-
386			TOTAL PERSONNEL SERVICES		$ 218,640	$ 225,199	$ 231,955	$ 238,914	$ 246,081	$ 253,464	$ 261,068	$ 268,900	$ 276,967	$ 285,276	$ 293,834
			OPERATING EXPENSES												
387	5303103	07606	Professional Serv - Engineering	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
388	5303401	07606	Contract Services	Inflation	1,050	1,077	1,104	1,129	1,155	1,182	1,210	1,239	1,269	1,298	1,328
389	5303405	07606	Contract Services - Uniforms	Inflation	375	385	394	403	413	422	432	443	453	464	474
390	5303416	07606	Contract Services - Tire Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
391	5303431	07606	Contract Services - HHW Disposal	Inflation	57,000	58,471	59,932	61,311	62,721	64,164	65,703	67,280	68,895	70,480	72,101
392	5303435	07606	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
393	5303437	07606	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
394	5303495	07606	Contract Services - Garbage Hauling	Inflation	-	-	-	-	-	-	-	-	-	-	-
395	5304001	07606	Travel & Per Diem	Inflation	50	51	53	54	55	56	58	59	60	62	63
396	5304004	07606	Travel & Per Diem - Class C	Inflation	12	12	13	13	13	14	14	14	15	15	15
397	5304101	07606	Communication Services	Inflation	-	-	-	-	-	-	-	-	-	-	-
398	5304205	07606	Postage/Express	Inflation	-	-	-	-	-	-	-	-	-	-	-
399	5304301	07606	Utility Serv - Elec/Water/Sewer	Inflation	-	-	-	-	-	-	-	-	-	-	-
400	5304401	07606	Rentals/Leases - Equip (Exc. Veh)	Constant	-	-	-	-	-	-	-	-	-	-	-
401	5304406	07606	Rentals/Leases - Heavy Equipment	Calculated	-	-	-	-	-	-	-	-	-	-	-
402	5304501	07606	Insurance & Bonds - Premiums	Inflation	5,745	5,893	6,041	6,179	6,322	6,467	6,622	6,781	6,944	7,104	7,267
403	5304601	07606	Repair/Maint - Building & Ground	Inflation	-	-	-	-	-	-	-	-	-	-	-
404	5304602	07606	Repair/Maint - Vehicles	Repair	2,500	2,625	2,756	2,894	3,039	3,191	3,350	3,518	3,694	3,878	4,072
405	5304603	07606	Repair/Maint - Equipment	Repair	2,000	2,100	2,205	2,315	2,431	2,553	2,680	2,814	2,955	3,103	3,258
406	5304606	07606	Repair/Maint - Software	Repair	-	-	-	-	-	-	-	-	-	-	-
407	5304607	07606	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
408	5304609	07606	Repair/Maintenance - Radios	Repair	-	-	-	-	-	-	-	-	-	-	-
409	5304701	07606	Printing & Binding	Inflation	500	513	526	538	550	563	576	590	604	618	632
410	5304801	07606	Promotional Activities	Inflation	-	-	-	-	-	-	-	-	-	-	-
411	5304901	07606	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
412	5304902	07606	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
413	5304919	07606	Operating Expense - Special Assessments	Inflation	732	751	770	787	805	824	844	864	885	905	926
414	5304921	07606	Reimbursement of Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
415	5304922	07606	Fees/Costs - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
416	5304923	07606	Fees/Costs - Filing Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
417	5304924	07606	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
418	5304933	07606	Fees/Costs - Cost Allocation Plan	Inflation	31,632	32,448	33,259	34,024	34,807	35,607	36,462	37,337	38,233	39,113	40,012
419	5304937	07606	Fees/Costs - Tax Collector Refunds	Inflation	-	-	-	-	-	-	-	-	-	-	-
420	5304950	07606	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
421	5304953	07606	Fees/Costs - Fleet GPS Tracking	Inflation	1,122	1,151	1,180	1,207	1,235	1,263	1,293	1,324	1,356	1,387	1,419
422	5304955	07606	Fees/Costs - Flt Cap Recv	Inflation	7,218	7,404	7,589	7,764	7,942	8,125	8,320	8,520	8,724	8,925	9,130
423	5304956	07606	Fees/Costs - Flt Fac Allo	Inflation	350	359	368	376	385	394	403	413	423	433	443
424	5304957	07606	Fees & Costs - Fleet Administration Fees	Inflation	1,920	1,970	2,019	2,065	2,113	2,161	2,213	2,266	2,321	2,374	2,429
425	5304959	07606	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
426	5304965	07606	Fees/Costs - New Hires	Inflation	344	353	362	370	379	387	397	406	416	425	435
427	5304970	07606	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
428	5304975	07606	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
429	5305101	07606	Office Supplies	Inflation	250	256	263	269	275	281	288	295	302	309	316
430	5305103	07606	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
431	5305201	07606	Operating Supplies	Inflation	14,000	14,361	14,720	15,059	15,405	15,759	16,138	16,525	16,922	17,311	17,709
432	5305202	07606	Gasoline, Oil & Lubricants	Fuel	10,612	11,143	11,700	12,285	12,899	13,544	14,221	14,932	15,679	16,463	17,286
433	5305205	07606	Clothing & Uniform Apparel	Inflation	250	256	263	269	275	281	288	295	302	309	316
434	5305221	07606	Operating Supplies - Computer Software	Inflation	-	-	-	-	-	-	-	-	-	-	-
435	5305222	07606	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
436	5305264	07606	Uncapitalized Equipment	Inflation	2,500	2,565	2,629	2,689	2,751	2,814	2,882	2,951	3,022	3,091	3,162
437	5305265	07606	Uncapitalized Equipment ($1,000-$,999)	Inflation	-	-	-	-	-	-	-	-	-	-	-
438	5305274	07606	Uncapitalized Equipment - Technology	Inflation	4,240	4,349	4,458	4,561	4,666	4,773	4,887	5,005	5,125	5,243	5,363
439	5305401	07606	Books/Publications/Subscriptions	Inflation	-	-	-	-	-	-	-	-	-	-	-
440	5305402	07606	Dues/Memberships	Inflation	1,340	1,375	1,409	1,441	1,474	1,508	1,545	1,582	1,620	1,657	1,695
441	5305506	07606	Educational - Train and Tuition	Inflation	1,175	1,205	1,235	1,264	1,293	1,323	1,354	1,387	1,420	1,453	1,486
442	5305510	07606	Educational - Tuition Reimbursement	Inflation	500	513	526	538	550	563	576	590	604	618	632
443	5305901	07606	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
444			TOTAL OPERATING EXPENSES		$ 147,417	$ 151,586	$ 155,772	$ 159,805	$ 163,953	$ 168,220	$ 172,758	$ 177,431	$ 182,242	$ 187,037	$ 191,972
			CAPITAL OUTLAY												
445	5626201	07606	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
446	5626401	07606	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
447			TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
448	5909508	07606	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
449	5909907	07606	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
450	5909910	07606	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
451	5909914	07606	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
452	5909982	07606	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
453			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
454	5944312	07606	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
455	5944610	07606	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-
456	5944710	07606	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
457	5950610	07606	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
458	5951210	07606	Transfer - Health Self Insurance	Benefit	3,680	3,790	3,904	4,021	4,142	4,266	4,394	4,526	4,662	4,802	4,946
459	5999078	07606	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-
460			TOTAL TRANSFERS		$ 3,680	$ 3,790	$ 3,904	$ 4,021	$ 4,142	$ 4,266	$ 4,394	$ 4,526	$ 4,662	$ 4,802	$ 4,946
461			**TOTAL OPERATIONS EXPENSES - HHW/SQG**		$ 369,737	$ 380,576	$ 391,632	$ 402,740	$ 414,176	$ 425,950	$ 438,220	$ 450,857	$ 463,871	$ 477,114	$ 490,751
			07607 - WASTE TIRES												
			SALARIES & WAGES												
462	5101200	07607	Salaries/Wages - Regular	Salary	$ 28,498	$ 29,353	$ 30,234	$ 31,141	$ 32,075	$ 33,037	$ 34,028	$ 35,049	$ 36,100	$ 37,183	$ 38,299
463	5101230	07607	Salaries/Wages-Emergency Diff	Salary	-	-	-	-	-	-	-	-	-	-	-
464	5101212	07607	Salary - Market Adjustment	Salary	406	418	431	444	457	471	485	499	514	530	546
465	5101400	07607	Salaries/Wages - Overtime	Salary	4,830	4,975	5,124	5,278	5,436	5,599	5,767	5,940	6,118	6,302	6,491
466	5101501	07607	Special Pay - Stipends	Salary	60	62	64	66	68	70	72	74	76	78	81
467	5102100	07607	FICA Taxes - Matching	Salary	2,180	2,245	2,313	2,382	2,454	2,527	2,603	2,681	2,762	2,844	2,930
468	5102200	07607	Retirement Contributions	Benefit	4,837	4,982	5,132	5,286	5,444	5,607	5,776	5,949	6,127	6,311	6,501
469	5102210	07607	Retirement Contributions - GASB	Benefit	1,257	1,295	1,334	1,374	1,415	1,457	1,501	1,546	1,592	1,640	1,689
470	5102300	07607	Life & Health Insurance	Benefit	6,671	6,871	7,077	7,290	7,508	7,734	7,966	8,204	8,451	8,704	8,965
471	5102400	07607	Workman's Comp Premiums	Salary	757	780	803	827	852	878	904	931	959	988	1,017
472	5102500	07607	Unemployment Compensation	Benefit	-	-	-	-	-	-	-	-	-	-	-
473	5102600	07607	Other Post Employee Benefits - OPEB	Benefit	264	272	280	288	297	306	315	325	334	344	355
474	AddPer	07607	Additional Personnel	Calculated	-	-	-	-	-	-	-	-	-	-	-
475	5102602	07607	OPEB - Def Inf Portion	Benefit	-	-	-	-	-	-	-	-	-	-	-
476			TOTAL PERSONNEL SERVICES		$ 49,760	$ 51,253	$ 52,790	$ 54,374	$ 56,005	$ 57,685	$ 59,416	$ 61,199	$ 63,034	$ 64,926	$ 66,873

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
					Fiscal Year Ending September 30,										
			OPERATING EXPENSES												
477	5303103	07607	Professional Serv - Engineering	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
478	5303401	07607	Contract Services	Inflation	400	410	421	430	440	450	461	472	483	495	506
479	5303405	07607	Contract Services - Uniforms	Inflation	125	128	131	134	138	141	144	148	151	155	158
480	5303416	07607	Contract Services - Tire Disposal	Inflation	45,000	46,161	47,315	48,403	49,517	50,655	51,871	53,116	54,391	55,642	56,922
481	5303431	07607	Contract Services - HHW Disposal	Inflation	-	-	-	-	-	-	-	-	-	-	-
482	5303435	07607	Contract Services - RMPC	Inflation	-	-	-	-	-	-	-	-	-	-	-
483	5303437	07607	Contract Services - Curbside Recycling	Inflation	-	-	-	-	-	-	-	-	-	-	-
484	5303495	07607	Contract Services - Garbage Hauling	Inflation	-	-	-	-	-	-	-	-	-	-	-
485	5304001	07607	Travel & Per Diem	Inflation	-	-	-	-	-	-	-	-	-	-	-
486	5304004	07607	Travel & Per Diem - Class C	Inflation	-	-	-	-	-	-	-	-	-	-	-
487	5304101	07607	Communication Services	Inflation	-	-	-	-	-	-	-	-	-	-	-
488	5304205	07607	Postage/Express	Inflation	-	-	-	-	-	-	-	-	-	-	-
489	5304301	07607	Utility Serv - Elec/Water/Sewer	Inflation	-	-	-	-	-	-	-	-	-	-	-
490	5304401	07607	Rentals/Leases - Equip (Exc. Veh)	Constant	-	-	-	-	-	-	-	-	-	-	-
491	5304406	07607	Rentals/Leases - Heavy Equipment	Calculated	11,097	11,097	11,668	11,668	11,668	12,492	12,492	12,492	13,413	13,413	13,413
492	5304501	07607	Insurance & Bonds - Premiums	Inflation	1,871	1,919	1,967	2,013	2,059	2,106	2,157	2,208	2,261	2,313	2,367
493	5304601	07607	Repair/Maint - Building & Ground	Repair	-	-	-	-	-	-	-	-	-	-	-
494	5304602	07607	Repair/Maint - Vehicles	Repair	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551	1,629
495	5304603	07607	Repair/Maint - Equipment	Repair	1,000	1,050	1,103	1,158	1,216	1,276	1,340	1,407	1,477	1,551	1,629
496	5304606	07607	Repair/Maint - Software	Repair	-	-	-	-	-	-	-	-	-	-	-
497	5304607	07607	Repair/Maint - Phones	Repair	-	-	-	-	-	-	-	-	-	-	-
498	5304609	07607	Repair/Maintenance - Radios	Repair	-	-	-	-	-	-	-	-	-	-	-
499	5304701	07607	Printing & Binding	Inflation	-	-	-	-	-	-	-	-	-	-	-
500	5304801	07607	Promotional Activities	Inflation	-	-	-	-	-	-	-	-	-	-	-
501	5304901	07607	Advertising - Legal	Inflation	-	-	-	-	-	-	-	-	-	-	-
502	5304902	07607	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
503	5304921	07607	Reimbursement of Special Assessments	Inflation	-	-	-	-	-	-	-	-	-	-	-
504	5304922	07607	Fees/Costs - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
505	5304923	07607	Fees/Costs - Filing Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
506	5304924	07607	Fees - Permit Applications	Inflation	280	287	294	301	308	315	323	330	338	346	354
507	5304933	07607	Fees/Costs - Cost Allocation Plan	Inflation	13,312	13,655	13,997	14,319	14,648	14,985	15,345	15,713	16,090	16,460	16,839
508	5304937	07607	Fees/Costs - Tax Collector Refunds	Inflation	-	-	-	-	-	-	-	-	-	-	-
509	5304950	07607	Fees/Costs - Legal Fees	Inflation	-	-	-	-	-	-	-	-	-	-	-
510	5304953	07607	Fees/Costs - Fleet GPS Tracking	Inflation	156	160	164	168	172	176	180	184	189	193	197
511	5304955	07607	Fees/Costs - Flt Cap Recv	Inflation	5,614	5,759	5,903	6,039	6,177	6,320	6,471	6,627	6,786	6,942	7,101
512	5304956	07607	Fees/Costs - Flt Fac Allo	Inflation	175	180	184	188	193	197	202	207	212	216	221
513	5304957	07607	Fees & Costs - Fleet Administration Fees	Inflation	960	985	1,009	1,033	1,056	1,081	1,107	1,133	1,160	1,187	1,214
514	5304959	07607	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
515	5304965	07607	Fees/Costs - New Hires	Inflation	344	353	362	370	379	387	397	406	416	425	435
516	5304970	07607	Fees/Costs - Tech Services Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
517	5304975	07607	Bad Debt Expense on Accounts Receivable	Eliminate	-	-	-	-	-	-	-	-	-	-	-
518	5305101	07607	Office Supplies	Inflation	-	-	-	-	-	-	-	-	-	-	-
519	5305103	07607	Office Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
520	5305201	07607	Operating Supplies	Inflation	-	-	-	-	-	-	-	-	-	-	-
521	5305202	07607	Gasoline, Oil & Lubricants	Fuel	2,657	2,790	2,929	3,076	3,230	3,391	3,561	3,739	3,926	4,122	4,328
522	5305205	07607	Clothing & Uniform Apparel	Inflation	100	103	105	108	110	113	115	118	121	124	126
523	5305221	07607	Operating Supplies - Computer Software	Inflation	-	-	-	-	-	-	-	-	-	-	-
524	5305222	07607	Operating Supplies - Computer Hardware	Inflation	-	-	-	-	-	-	-	-	-	-	-
525	5305264	07607	Uncapitalized Equipment	Inflation	-	-	-	-	-	-	-	-	-	-	-
526	5305274	07607	Uncapitalized Equipment - Technology	Inflation	-	-	-	-	-	-	-	-	-	-	-
527	5305401	07607	Books/Publications/Subscriptions	Inflation	-	-	-	-	-	-	-	-	-	-	-
528	5305402	07607	Dues/Memberships	Inflation	-	-	-	-	-	-	-	-	-	-	-
529	5305506	07607	Educational - Train and Tuition	Inflation	-	-	-	-	-	-	-	-	-	-	-
530	5305508	07607	Educational - Grant Funds	Inflation	-	-	-	-	-	-	-	-	-	-	-
531	5305901	07607	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
532			TOTAL OPERATING EXPENSES		$ 84,091	$ 86,087	$ 88,655	$ 90,565	$ 92,525	$ 95,361	$ 97,504	$ 99,707	$ 102,892	$ 105,135	$ 107,440
			CAPITAL OUTLAY												
533	5626201	07607	Buildings - Construction/Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
534	5626401	07607	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
535			TOTAL CAPITAL EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
536	5909508	07607	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
537	5909907	07607	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
538	5909910	07607	Budget Reserve for Contingencies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
539	5909914	07607	Budget Reserve - Pay Plan	Eliminate	-	-	-	-	-	-	-	-	-	-	-
540	5909982	07607	Budget Reserve - OPEB	Eliminate	-	-	-	-	-	-	-	-	-	-	-
541			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			TRANSFERS TO OTHER FUNDS												
542	5944312	07607	Transfer - NW SL Escrow Fund 4431	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
543	5944610	07607	Transfer - NW Construction Fund 4461	Eliminate	-	-	-	-	-	-	-	-	-	-	-
544	5944710	07607	Transfer - Capital Fund 4471	Eliminate	-	-	-	-	-	-	-	-	-	-	-
545	5950610	07607	Transfer - Computer Replacement	Eliminate	-	-	-	-	-	-	-	-	-	-	-
546	5951210	07607	Transfer - Health Self Insurance	Benefit	752	775	798	822	846	872	898	925	953	981	1,011
547	5999078	07607	Transfer - Grant Match	Eliminate	-	-	-	-	-	-	-	-	-	-	-

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
548			TOTAL TRANSFERS		$ 752	$ 775	$ 798	$ 822	$ 846	$ 872	$ 898	$ 925	$ 953	$ 981	$ 1,011
549			**TOTAL OPERATIONS EXPENSES - WASTE TIRES**		$ 134,603	$ 138,115	$ 142,243	$ 145,760	$ 149,376	$ 153,918	$ 157,818	$ 161,830	$ 166,879	$ 171,042	$ 175,324
			33401 - COMPOST PILOT PROJECT												
			OPERATING EXPENSES												
550	5303103	44411	Professional Services - Engineering	Eliminate	$ 31,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
551	5305101	44411	Office Supplies	Eliminate	-	-	-	-	-	-	-	-	-	-	-
552	5305201	44411	Operating Supplies	Eliminate	1,990	-	-	-	-	-	-	-	-	-	-
553	5626401	44411	Equipment $5,000 Or More	Eliminate	-	-	-	-	-	-	-	-	-	-	-
554			TOTAL OPERATING EXPENSES		$ 32,990	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
555			**TOTAL OPERATIONS EXPENSES - COMPOST PILOT PROJECT**		$ 32,990	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
556			**GRAND TOTAL FUND 4411**		$ 10,473,317	$ 11,005,946	$ 11,531,276	$ 11,849,708	$ 12,178,454	$ 12,627,311	$ 12,981,897	$ 13,351,507	$ 13,857,855	$ 14,251,042	$ 14,662,527
			FUND 7034 - COLLECTION OPERATING												
			09034 - SOLID WASTE COLLECTION												
			OPERATING EXPENSES												
557	5303401	09034	Contract Services	Calculated	$ 8,384,233	$ 9,073,664	$ 9,686,955	$ 10,283,859	$ 10,902,186	$ 11,544,239	$ 12,210,846	$ 12,901,247	$ 13,614,536	$ 14,349,519	$ 15,117,078
558	5304902	09034	Advertising - Other	Calculated	750	-	47,277	48,024	48,721	49,366	49,961	50,504	50,997	51,438	51,853
559	5304701	09034	Printing & Binding	Inflation	10,000	10,258	10,514	10,756	11,004	11,257	11,527	11,804	12,087	12,365	12,649
560	5304205	09034	Postage and Freight	Inflation	30,000	30,774	31,543	32,269	33,011	33,770	34,581	35,411	36,261	37,095	37,948
561	5304921	09034	Oper EXP - RMB Special Assessment	Inflation	1,000	1,026	1,051	1,076	1,100	1,126	1,153	1,180	1,209	1,236	1,265
562	5304933	09034	Fees/Costs - Cost Allocation Plan	Inflation	29,053	29,803	30,548	31,250	31,969	32,704	33,489	34,293	35,116	35,924	36,750
563	5304934	09034	Fees & Costs - TC Commission	Calculated	183,740	201,948	213,749	217,129	220,278	223,197	225,885	228,342	230,569	232,562	234,439
564	5304936	09034	Fees/Costs - Tax Collector	Inflation	-	-	-	-	-	-	-	-	-	-	-
565	5304940	09034	Fees/Cossts - Prop Appraiser	Calculated	183,740	302,922	320,624	325,694	330,417	334,795	338,827	342,513	345,853	348,844	351,658
566	5304959	09034	Fees/Costs - Bank Charges	Inflation	50	51	53	54	55	56	58	59	60	62	63
567			TOTAL OPERATING EXPENSES		$ 8,822,566	$ 9,650,446	$ 10,342,314	$ 10,950,111	$ 11,578,741	$ 12,230,510	$ 12,906,325	$ 13,605,352	$ 14,326,687	$ 15,069,044	$ 15,843,702
			NON-OPERATING EXPENSES												
568	5909910	09034	Budget Reserve For Contingency	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
569			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
570	Cont	Cont	Operating Contingency (1.0% of O&M)	Calculated	88,226	96,504	103,423	109,501	115,787	122,305	129,063	136,054	143,267	150,690	158,437
571			**TOTAL OPERATIONS EXPENSES - SOLID WASTE COLLECTION**		$ 8,910,792	$ 9,746,951	$ 10,445,737	$ 11,059,612	$ 11,694,528	$ 12,352,815	$ 13,035,389	$ 13,741,406	$ 14,469,953	$ 15,219,735	$ 16,002,139
			FUND 4431 - CLOSURE / LONG-TERM CARE												
			OPERATING EXPENSES												
572	5303103	4431	Professional Serv - Engineering	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
573	5304603	4431	Repair/Maintenance - Equipment	Inflation	-	-	-	-	-	-	-	-	-	-	-
574	5303401	4431	Contract Services	Inflation	-	-	-	-	-	-	-	-	-	-	-
575	5304501	4431	Insurance & Bonds - Premiums	Eliminate	-	-	-	-	-	-	-	-	-	-	-
576	5304924	4431	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
577	5304933	4431	Fees/Costs - Cost Allocation Plan	Inflation	-	-	-	-	-	-	-	-	-	-	-
578	5304959	4431	Fees/Costs - Bank Charges	Inflation	-	-	-	-	-	-	-	-	-	-	-
579	5304980	4431	Fees/Costs - Cells 1 & 2	Inflation	-	-	-	-	-	-	-	-	-	-	-
580	5305240	4431	Operating Supplies - Croom LTC	Inflation	-	-	-	-	-	-	-	-	-	-	-
581	5305241	4431	Operating Supplies - NW Closure	Inflation	-	-	-	-	-	-	-	-	-	-	-
582	5305243	4431	Operating Supplies - C&D LTC	Inflation	-	-	-	-	-	-	-	-	-	-	-
583	5305901	4431	Depreciation Expense	Inflation	-	-	-	-	-	-	-	-	-	-	-
584	5305264	4431	Uncapitalized Equipment	Inflation	-	-	-	-	-	-	-	-	-	-	-
585			TOTAL OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			CAPITAL OUTLAY												
586	5626401	4431	Equipment (Greater than $1,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
587			TOTAL CAPITAL OUTLAY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
588	5909907	4431	Budget P.O. Carry Forward	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
589	5909921	4431	Budget Reserve - Croom Long Term Care	Eliminate	-	-	-	-	-	-	-	-	-	-	-
590	5909922	4431	Budget Reserve - NW Class I Closure	Eliminate	-	-	-	-	-	-	-	-	-	-	-
591	5909923	4431	Budget Reserve - NW Class I Long Term Care	Eliminate	-	-	-	-	-	-	-	-	-	-	-
592	5909944	4431	Budget Reserve - C&D Long Term Care	Eliminate	-	-	-	-	-	-	-	-	-	-	-
593	5909945	4431	Budget Reserve - C&D Closure	Eliminate	-	-	-	-	-	-	-	-	-	-	-
594	5909946	4431	Budget Reserve - C&D Spotter	Eliminate	-	-	-	-	-	-	-	-	-	-	-
595			TOTAL OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
596			**TOTAL CLOSURE & LTC EXPENSES**		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			FUND 4461 - FUTURE CELL CONSTRUCTION												

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
			OPERATING EXPENSES												
597	5303101	07681	Professional Services	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
598	5303103	4461	Professional Serv - Engineering	Inflation	-	-	-	-	-	-	-	-	-	-	-
599	5304902	4461	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
600	5304924	4461	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
601	5304933	07681	Fees/Costs - Cost Allocation Plan	Inflation	38,907	39,911	40,909	41,849	42,812	43,797	44,848	45,924	47,026	48,108	49,214
602	5304959	07681	Fees/Costs - Bank Charges	Inflation	50	51	53	54	55	56	58	59	60	62	63
603	5305901	4461	Depreciation Expense	Eliminate	-	-	-	-	-	-	-	-	-	-	-
604			TOTAL OPERATING EXPENSES		$ 38,957	$ 39,962	$ 40,961	$ 41,903	$ 42,867	$ 43,853	$ 44,905	$ 45,983	$ 47,087	$ 48,170	$ 49,278
			CAPITAL OUTLAY												
605	5666533	4461	CIP - NW Cell #3	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
606	5666572	4461	CIP - NW Cell #4	Eliminate	-	-	-	-	-	-	-	-	-	-	-
607	5666575	4461	CIP - Class I L/F Construction	Eliminate	-	-	-	-	-	-	-	-	-	-	-
608	5666605	4461	C&D Expansion	Eliminate	-	-	-	-	-	-	-	-	-	-	-
609			TOTAL CAPITAL OUTLAY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			DEBT SERVICE												
610	5707201	4461	Interest - Bonds	Eliminate	-	-	-	-	-	-	-	-	-	-	-
611			TOTAL DEBT SERVICE		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
612	5909924	4461	Budget Reserve - Future Cell Construction	Eliminate	-	-	-	-	-	-	-	-	-	-	-
613	5909501	4461	Amortization - Bond Iss Cs	Eliminate	-	-	-	-	-	-	-	-	-	-	-
614			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
615			**TOTAL FUTURE CELL CONSTRUCTION EXPENSES**		$ 38,957	$ 39,962	$ 40,961	$ 41,903	$ 42,867	$ 43,853	$ 44,905	$ 45,983	$ 47,087	$ 48,170	$ 49,278
			FUND 4471 - CAPITAL												
			OPERATING EXPENSES												
616	5303101	07691	Professional Services	Inflation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
617	5303103	4471	Professional Serv - Engineering	Eliminate	-	-	-	-	-	-	-	-	-	-	-
618	5304601	4471	Repair/Maint - Building & Ground	Inflation	-	-	-	-	-	-	-	-	-	-	-
619	5304902	07691	Advertising - Other	Inflation	-	-	-	-	-	-	-	-	-	-	-
620	5304924	07691	Fees - Permit Applications	Inflation	-	-	-	-	-	-	-	-	-	-	-
621	5304933	07691	Fees/Costs - Cost Allocation Plan	Inflation	36,416	37,356	38,289	39,170	40,071	40,993	41,976	42,984	44,015	45,028	46,063
622	5304946	07691	Fees/Costs - Admin/Other	Inflation	20,000	20,516	21,029	21,513	22,007	22,514	23,054	23,607	24,174	24,730	25,298
623	5304955	07691	Fees/Costs - Fleet Capital Recovery	Inflation	-	-	-	-	-	-	-	-	-	-	-
624	5304959	07691	Fees/Costs - Bank Charges	Inflation	45	46	47	48	50	51	52	53	54	56	57
625	5305265	4471	Uncapzd Equip $1000-$4999	Inflation	-	-	-	-	-	-	-	-	-	-	-
626	5305901	4471	Depreciation Expense	Inflation	-	-	-	-	-	-	-	-	-	-	-
627			TOTAL OPERATING EXPENSES		$ 56,461	$ 57,918	$ 59,366	$ 60,731	$ 62,128	$ 63,557	$ 65,082	$ 66,644	$ 68,244	$ 69,813	$ 71,419
			CAPITAL OUTLAY												
628	5626101	4471	Land Acquisition	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
629	5626201	4471	Buildings - Construction/Acquisition	Eliminate	-	-	-	-	-	-	-	-	-	-	-
630	5626301	4471	Improvements (Greater than $10,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
631	5626401	4471	Equipment (Greater than $5,000)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
632			TOTAL CAPITAL OUTLAY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
633	5909508	4471	Loss On Disposal of Fixed Assets	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
634	5909907	4471	Budget P.O. Carry Forward	Eliminate	-	-	-	-	-	-	-	-	-	-	-
635	5909920	4471	Budget Reserve - Repair & Replace	Eliminate	-	-	-	-	-	-	-	-	-	-	-
636	5950810	4471	Transfer - Fleet Replacement (5081)	Eliminate	-	-	-	-	-	-	-	-	-	-	-
637			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
638			**TOTAL CAPITAL EXPENSES**		$ 56,461	$ 57,918	$ 59,366	$ 60,731	$ 62,128	$ 63,557	$ 65,082	$ 66,644	$ 68,244	$ 69,813	$ 71,419

Exhibit 5
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Operating Expenses

Line No.	Account No.	Cost Center	Description	Escalation Factors	Adjusted 2025	Fiscal Year Ending September 30, 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
			FUND 4481 - Disaster / Debris Removal												
			OPERATING EXPENSES												
639	5305201	44481	Operating Supplies	Inflation	$ 1,500	$ 1,539	$ 1,577	$ 1,613	$ 1,651	$ 1,689	$ 1,729	$ 1,771	$ 1,813	$ 1,855	$ 1,897
640	5303401	4481	Contracted Services	Constant	-	-	-	-	-	-	-	-	-	-	-
641	5304959	44481	Fees/Costs - Bank Charges	Inflation	15	15	16	16	17	17	17	18	18	19	19
642			TOTAL OPERATING EXPENSES		$ 1,515	$ 1,554	$ 1,593	$ 1,630	$ 1,667	$ 1,705	$ 1,746	$ 1,788	$ 1,831	$ 1,873	$ 1,916
			CAPITAL OUTLAY												
643	5626401	44481	Equipment (Greater than $1,000)	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
644			TOTAL CAPITAL OUTLAY		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			NON-OPERATING EXPENSES												
645	5909963	44481	Budget Reserve for Contingency	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
646		44481	Budget Reserve - Diaster / Debris Removal	Eliminate	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			GRANTS AND AIDS												
647	5808123	44481	AID-COB Disaster Debris	Constant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
648			TOTAL NON-OPERATING EXPENSES		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
649			**TOTAL DIASTER / DEBRIS REMOVAL**		$ 1,515	$ 1,554	$ 1,593	$ 1,630	$ 1,667	$ 1,705	$ 1,746	$ 1,788	$ 1,831	$ 1,873	$ 1,916
650	Cont	Cont	Operating Contingency (1.0% of O&M)	Calculated	105,702	111,054	116,332	119,540	122,851	127,364	130,936	134,659	139,750	143,709	147,851
651			**TOTAL EXPENSES**		$ 19,586,744	$ 20,963,385	$ 22,195,264	$ 23,133,124	$ 24,102,495	$ 25,216,606	$ 26,259,956	$ 27,341,988	$ 28,584,720	$ 29,734,342	$ 30,935,130

Exhibit 6
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Capital Improvement Funding Plan [1]

Line No.	Project Description	Escalation Factor	Funding Source	Projected Fiscal Year ending September 30 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	Total
	CIP Escalation Factor Alternatives														
	General Project Escalators														
1	No Assumed Escalation	None		1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
2	CBO Forecast	Inflation		1.000	1.026	1.025	1.023	1.023	1.023	1.024	1.024	1.024	1.023	1.023	
3	ENR Index	ENR		1.000	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	1.030	
4	High Increase	High		1.000	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	1.050	
	Solid Waste Fund Capital Projects														
5	Composting Facility - Design - 5303103 (110550)	None	Cap/R&R	$ -	$ 287,359	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 287,359
6	Composting Facility - Const. - Grant?/Acct.? (110550)	None	Cap/R&R	-	3,100,000	-	-	-	-	-	-	-	-	-	3,100,000
7	Adminstration Building - 5626201 (107960) (PO)	None	Cap/R&R	1,641,382	-	-	-	-	-	-	-	-	-	-	1,641,382
8	Class I Cell 4 - 5666572 (110530) (PO)	None	Future	7,642,829	-	-	-	-	-	-	-	-	-	-	7,642,829
9	Class I Landfill Cell 4 Construction (Second Funding Source)	None	Debt1	73,039	-	-	-	-	-	-	-	-	-	-	73,039
10	Class I Landfill Cell 4 Construction (Third Funding Source)	None	Op	-	-	-	-	-	-	-	-	-	-	-	-
11	Class I Cell 4 - 5666572 (110530) (PO)	None	Debt1	9,994,486	-	-	-	-	-	-	-	-	-	-	9,994,486
12	West Convenience Center Concrete- 5626301 (111901)	None	Cap/R&R	200,000	-	-	-	-	-	-	-	-	-	-	200,000
13	Cell 3 Lateral Gas Coll. Sys-5303103 (111840) (Des.)	None	Cap/R&R	50,000	-	-	-	-	-	-	-	-	-	-	50,000
14	Cell 3 Lateral Gas Coll. Sys-5626302 (111840) (Const.)	None	Cap/R&R	500,000	-	-	-	-	-	-	-	-	-	-	500,000
15	Placeholder	None	Cap/R&R	-	-	-	-	-	-	-	-	-	-	-	-
16	Placeholder	None	Cap/R&R	-	-	-	-	-	-	-	-	-	-	-	-
17	Placeholder	None	Op	-	-	-	-	-	-	-	-	-	-	-	-
18	Placeholder	None	Cap/R&R	-	-	-	-	-	-	-	-	-	-	-	-
19	Placeholder	None	Cap/R&R	-	-	-	-	-	-	-	-	-	-	-	-
20	Placeholder	None	Op	-	-	-	-	-	-	-	-	-	-	-	-
21	**Subtotal Solid Waste Fund Capital Projects**			$ 20,101,736	$ 3,387,359	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 23,489,095
	Capital Outlay														
22	Capital Outlay - Fund 4411 - Operating	None	Cap/R&R	$ 114,500	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 1,114,500
23	Capital Outlay - Fund 4471 - Capital	None	Cap/R&R	1,237,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	15,237,000
24	Subtotal Capital Outlay			1,351,500	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	16,351,500
25	**Total Capital Improvement Plan - Disposal System**			$ 21,453,236	$ 4,887,359	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 39,840,595
	Project Funding Sources Summary														
26	Rate Revenues		Rev-Rates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
27	Operating Fund		Op	-	-	-	-	-	-	-	-	-	-	-	-
28	Capital / Renewal and Replacement Fund		Cap/R&R	3,742,882	4,887,359	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	22,130,241
29	Future Cell Construction Fund		Future	7,642,829	-	-	-	-	-	-	-	-	-	-	7,642,829
30	Grants		Grant	-	-	-	-	-	-	-	-	-	-	-	-
31	New Debt - Senior - 1		Debt1	10,067,525	-	-	-	-	-	-	-	-	-	-	10,067,525
32	**Grand Total Funding Sources**			$ 21,453,236	$ 4,887,359	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 39,840,595

Footnotes:
[1] Amounts as provided by County Staff.

Exhibit 7
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Operation and Maintenance Expenses *(Excludes Changes in Closure Liability):*											
1	Fund 4411 - Operating	$ 10,473,317	$ 11,005,946	$ 11,531,276	$ 11,849,708	$ 12,178,454	$ 12,627,311	$ 12,981,897	$ 13,351,507	$ 13,857,855	$ 14,251,042	$ 14,662,527
2	Fund 7034 - Collection Operating	8,822,566	9,650,446	10,342,314	10,950,111	11,578,741	12,230,510	12,906,325	13,605,352	14,326,687	15,069,044	15,843,702
3	Fund 4431 - Closure & Long-Term Care	-	-	-	-	-	-	-	-	-	-	-
4	Fund 4461 - Future Cell Construction	38,957	39,962	40,961	41,903	42,867	43,853	44,905	45,983	47,087	48,170	49,278
5	Fund 4471 - Capital	56,461	57,918	59,366	60,731	62,128	63,557	65,082	66,644	68,244	69,813	71,419
6	Fund 4481 - Disaster and Debris Removal	1,515	1,554	1,593	1,630	1,667	1,705	1,746	1,788	1,831	1,873	1,916
7	Adjustment for Contingency (1.00% of O&M)	193,928	207,558	219,755	229,041	238,639	249,669	260,000	270,713	283,017	294,399	306,288
8	Total Operation and Maintenance Expenses (Excludes Changes in Closure Liability):	$ 19,586,744	$ 20,963,385	$ 22,195,264	$ 23,133,124	$ 24,102,495	$ 25,216,606	$ 26,259,956	$ 27,341,988	$ 28,584,720	$ 29,734,342	$ 30,935,130
	Debt Service Payments:											
9	Proposed Debt Service	$ 1,234,715	$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815
10	Total Debt Service Payments	$ 1,234,715	$ 1,238,131	$ 1,235,631	$ 1,237,298	$ 1,233,048	$ 1,232,965	$ 1,236,798	$ 1,234,465	$ 1,231,131	$ 1,231,715	$ 1,232,815
	Other Transfers and Funding Requirements:											
11	Capital Funded From Rates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
12	Transfer to Future Cell Construction Fund 4461	1,029,157	1,066,976	1,102,234	1,137,485	1,173,047	1,208,897	1,245,018	1,282,849	1,321,005	1,359,457	1,398,585
13	Transfer to Capital / Renewal and Replacement Fund 4471	158,697	169,765	155,344	368,726	516,539	530,095	710,142	846,523	803,407	950,742	1,035,957
14	Transfer to Emergency Reserve Fund	300,000	100,000	-	-	-	-	-	-	-	-	-
15	Transfer to Closure and Long-Term Care, Croom	37,958	38,937	39,911	40,829	41,768	42,728	43,754	44,804	45,879	46,935	48,014
16	Transfer to Closure and Long-Term Care, Class I	816,344	934,859	1,022,221	1,115,052	1,216,523	1,328,081	1,451,051	1,587,014	1,739,825	1,910,265	2,101,173
17	Transfer to Closure and Long-Term Care, Cell 4	-	-	-	-	-	-	-	-	-	-	-
18	Transfer to Operating Reserves	-	177,693	175,264	106,515	109,958	149,860	118,612	123,621	169,047	131,455	137,551
19	Total Other Transfers and Funding Requirements	$ 2,342,157	$ 2,488,230	$ 2,494,973	$ 2,768,608	$ 3,057,836	$ 3,259,660	$ 3,568,576	$ 3,884,811	$ 4,079,163	$ 4,398,852	$ 4,721,280
20	Gross Revenue Requirements	$ 23,163,615	$ 24,689,746	$ 25,925,869	$ 27,139,030	$ 28,393,379	$ 29,709,231	$ 31,065,330	$ 32,461,264	$ 33,895,014	$ 35,364,909	$ 36,889,225
	Less Income and Funds from Other Sources:											
21	Interest Income	$ 270,754	$ 219,570	$ 183,474	$ 169,370	$ 157,281	$ 146,432	$ 136,389	$ 127,624	$ 119,132	$ 110,678	$ 102,739
22	Franchise Fees	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000	38,000
23	Excess Fees - Tax Collector	119,413	157,878	165,733	173,654	181,722	189,934	198,284	206,768	215,378	224,107	233,063
24	Compost Revenues	-	-	-	-	-	-	-	-	-	-	-
25	Miscellaneous Revenues	280,771	282,548	356,415	358,309	360,265	362,284	364,369	366,522	368,744	371,039	373,409
26	Transfer from Operating Reserves	-	-	-	-	-	-	-	-	-	-	-
27	Net Revenue Requirements from Rates	$ 22,454,678	$ 23,991,750	$ 25,182,246	$ 26,399,697	$ 27,656,111	$ 28,972,580	$ 30,328,288	$ 31,722,349	$ 33,153,759	$ 34,621,085	$ 36,142,015
	Disposal Fee Revenue:											
	Existing Rate Revenues:											
28	Assessment Revenue	$ 8,371,056	$ 8,575,314	$ 8,727,320	$ 8,865,075	$ 8,993,330	$ 9,112,085	$ 9,221,339	$ 9,321,093	$ 9,411,346	$ 9,492,099	$ 9,568,102
29	Tip Fee Revenue	5,181,135	5,180,364	5,179,791	5,179,271	5,178,788	5,178,340	5,177,927	5,177,551	5,177,211	5,176,906	5,176,619
30	Total Disposal Fee Revenue	$ 13,552,191	$ 13,755,678	$ 13,907,111	$ 14,044,346	$ 14,172,118	$ 14,290,425	$ 14,399,266	$ 14,498,644	$ 14,588,557	$ 14,669,005	$ 14,744,721
	Residential Assessment:											
31	Additional Incremental Rate Adjustments	0.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
32	Effective Month	12	12	12	12	12	12	12	12	12	12	12
33	Percent of Current Month Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
34	Effective Incremental Rate Adjustment (%)	0.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
35	Cumulative Prior Period Rate Adjustment (%)	N/A	0.00%	3.25%	6.61%	10.07%	13.65%	17.34%	21.15%	25.09%	29.16%	33.36%
	Charge for Service:											
36	Additional Incremental Rate Adjustments	0.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
37	Effective Month	12	12	12	12	12	12	12	12	12	12	12
38	Percent of Current Month Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
39	Recognized Incremental Rate Adjustment (%)	0.00%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
40	Cumulative Prior Period Rate Adjustment (%)	N/A	0.00%	3.25%	6.61%	10.07%	13.65%	17.34%	21.15%	25.09%	29.16%	33.36%

Exhibit 7
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Revenue Requirements and Revenue Sufficiency

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Additional Rate Revenues:											
	Current Period Rate Revenue Adjustment											
41	Residential Assessment Revenue	$ -	$ 278,698	$ 292,856	$ 307,147	$ 321,717	$ 336,559	$ 351,664	$ 367,021	$ 382,618	$ 398,443	$ 414,686
42	Tip Fee Revenue	-	168,362	173,814	179,445	185,260	191,264	197,465	203,868	210,479	217,307	224,357
	Cumulative Prior Period Rate Adjustment											
43	Residential Assessment Revenue	N/A	$ -	$ 283,638	$ 585,594	$ 905,656	$ 1,243,580	$ 1,599,085	$ 1,971,852	$ 2,361,519	$ 2,767,683	$ 3,191,477
44	Tip Fee Revenue	N/A	-	168,343	342,123	521,520	706,719	897,912	1,095,297	1,299,079	1,509,469	1,726,681
45	Total Disposal Fee Revenue Received	$ 13,552,191	$ 14,202,737	$ 14,825,762	$ 15,458,655	$ 16,106,271	$ 16,768,547	$ 17,445,391	$ 18,136,681	$ 18,842,253	$ 19,561,908	$ 20,301,923
	Collection Fee Revenue:											
	Existing Rate Revenues:											
46	Assessment Revenue	$ 8,902,486	$ 9,784,699	$ 9,958,158	$ 10,115,608	$ 10,262,316	$ 10,398,282	$ 10,523,506	$ 10,637,986	$ 10,741,726	$ 10,834,617	$ 10,922,030
47	Total Collection Fee Revenue	$ 8,902,486	$ 9,784,699	$ 9,958,158	$ 10,115,608	$ 10,262,316	$ 10,398,282	$ 10,523,506	$ 10,637,986	$ 10,741,726	$ 10,834,617	$ 10,922,030
	Residential Assessment:											
48	Additional Incremental Rate Adjustments	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
49	Effective Month	12	12	12	12	12	12	12	12	12	12	12
50	Percent of Current Month Effective	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
51	Effective Incremental Rate Adjustment (%)	0.00%	0.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%	4.00%
52	Cumulative Prior Period Rate Adjustment (%)	N/A	0.00%	0.00%	4.00%	8.16%	12.49%	16.99%	21.67%	26.53%	31.59%	36.86%
	Additional Rate Revenues:											
	Current Period Rate Revenue Adjustment											
53	Residential Assessment Revenue	$ -	$ -	$ 398,326	$ 420,809	$ 443,989	$ 467,866	$ 492,441	$ 517,709	$ 543,668	$ 570,305	$ 597,902
	Cumulative Prior Period Rate Adjustment											
54	Residential Assessment Revenue	N/A	$ -	$ -	$ 404,624	$ 837,405	$ 1,298,371	$ 1,787,508	$ 2,304,751	$ 2,849,984	$ 3,423,000	$ 4,025,522
55	Total Collection Fee Revenue Received	$ 8,902,486	$ 9,784,699	$ 10,356,484	$ 10,941,042	$ 11,543,710	$ 12,164,519	$ 12,803,454	$ 13,460,447	$ 14,135,378	$ 14,827,921	$ 15,545,455
	Revenue Surplus / (Deficiency) Under Proposed Rate Adjustments											
56	Amount of Surplus / (Deficiency)	$ -	$ (4,314)	$ 0	$ 0	$ (6,129)	$ (39,513)	$ (79,443)	$ (125,222)	$ (176,128)	$ (231,257)	$ (294,638)
57	As Percent of Existing Revenue	0.00%	(0.03%)	0.00%	0.00%	(0.04%)	(0.24%)	(0.47%)	(0.71%)	(0.97%)	(1.22%)	(1.50%)

Exhibit 8
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Ending Cash Balance Summary:											
1	Disposal Operating Fund 4411	$ 3,509,902	$ 3,675,281	$ 3,842,544	$ 3,941,060	$ 4,043,018	$ 4,184,877	$ 4,295,489	$ 4,411,110	$ 4,572,157	$ 4,695,612	$ 4,825,162
	Closure/Long-Term Care Escrow Fund 4431											
2	NW Landfill Cells 1-3	12,909,586	14,011,658	15,215,413	16,527,627	17,958,349	19,519,209	21,223,319	23,085,544	25,124,812	27,361,076	29,817,395
3	NW Landfill C & D Cells 1 & 2	226,816	195,940	164,679	133,027	134,690	136,373	138,078	138,078	138,078	138,078	138,078
4	NW Landfill Cell 4	-	-	-	-	-	-	-	-	-	-	-
5	Future Cell Construction Fund 4461	8,061,255	9,235,665	10,460,234	11,735,581	13,062,655	14,442,391	15,875,720	17,365,033	18,911,357	20,515,703	22,179,476
6	Renewal & Replacement Fund 4471	12,279,486	7,561,892	6,217,236	5,085,963	4,102,502	3,132,597	2,342,738	1,689,261	992,668	443,410	(20,633)
7	C&D Spotter Fund	8,000	16,000	24,000	32,000	40,000	48,000	56,000	64,000	72,000	80,000	88,000
8	Disaster / Debris Removal Fund 4481	1,888,359	2,012,589	2,037,746	2,063,218	2,089,008	2,115,121	2,141,560	2,168,329	2,195,433	2,222,876	2,250,662
9	Collection Operating Fund 7034	3,830,276	3,830,276	3,830,276	3,830,276	3,824,147	3,784,633	3,705,190	3,579,969	3,403,840	3,172,584	2,877,946
10	Total Projected End of Year Balances	$ 42,713,680	$40,539,300	$41,792,128	$43,348,751	$45,254,368	$47,363,201	$49,778,095	$52,501,324	$55,410,346	$58,629,338	$62,156,086
11	Total Projected End of Year Balances Without Closure Fund and Future Cell Fund	$21,516,023	$17,096,037	$15,951,802	$14,952,516	$14,098,674	$13,265,228	$12,540,978	$11,912,669	$11,236,099	$10,614,482	$10,021,137
12	Total Projected End of Year Balances Less All Closure / Capital Funds	**$ 7,340,178**	**$ 7,505,556**	**$ 7,672,820**	**$ 7,771,335**	**$ 7,867,164**	**$ 7,969,511**	**$ 8,000,679**	**$ 7,991,079**	**$ 7,975,997**	**$ 7,868,195**	**$ 7,703,108**
	Operating Revenue Fund 4411											
13	Adjusted Beginning Balance	$ 10,566,771	$ 3,509,902	$ 3,675,281	$ 3,842,544	$ 3,941,060	$ 4,043,018	$ 4,184,877	$ 4,295,489	$ 4,411,110	$ 4,572,157	$ 4,695,612
14	Transfers In - Operations	-	177,693	175,264	106,515	109,958	149,860	118,612	123,621	169,047	131,455	137,551
17	Transfers Out - Operations	-	4,314	-	-	-	-	-	-	-	-	-
21	Transfers Out / (In) - R&R / Capital Fund 4471	7,048,869		-								
22	Transfers Out / (In) - C&D Spotter Fund	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
23	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
24	Interest Income	87,979	44,907	46,986	48,648	49,900	51,424	53,002	54,416	56,145	57,924	59,505
25	Use of Interest Income to Fund Revenue Requirements	87,979	44,907	46,986	48,648	49,900	51,424	53,002	54,416	56,145	57,924	59,505
26	Ending Balance - Subtotal	$ 3,509,902	$ 3,675,281	$ 3,842,544	$ 3,941,060	$ 4,043,018	$ 4,184,877	$ 4,295,489	$ 4,411,110	$ 4,572,157	$ 4,695,612	$ 4,825,162
27	Minimum Balance - 90 Days of Operation and Maintenance Expenses	2,632,427	2,765,696	2,897,144	2,977,030	3,059,499	3,171,894	3,260,852	3,353,568	3,480,353	3,578,944	3,682,107
28	Ending Balance	$ 3,509,902	$ 3,675,281	$ 3,842,544	$ 3,941,060	$ 4,043,018	$ 4,184,877	$ 4,295,489	$ 4,411,110	$ 4,572,157	$ 4,695,612	$ 4,825,162
	Closure/Long-Term Care Escrow Fund 4431											
	Closure - Croom Landfill Fund:											
29	Beginning Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
30	Transfers In - Revenue Requirements	37,958	38,937	39,911	40,829	41,768	42,728	43,754	44,804	45,879	46,935	48,014
36	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
37	Interest Income	-	-	-	-	-	-	-	-	-	-	-
38	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
39	Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Closure - NW Landfill Cells 1-3 Fund:											
40	Beginning Balance	$ 11,938,903	$ 12,909,586	$ 14,011,658	$ 15,215,413	$ 16,527,627	$ 17,958,349	$ 19,519,209	$ 21,223,319	$ 23,085,544	$ 25,124,812	$ 27,361,076
41	Transfers In - Revenue Requirements	816,344	934,859	1,022,221	1,115,052	1,216,523	1,328,081	1,451,051	1,587,014	1,739,825	1,910,265	2,101,173
43	Transfers Out - Closure Expense	-	-	-	-	-	-	-	-	-	-	-
44	Transfers Out - Long-Term Care Expense	-	-	-	-	-	-	-	-	-	-	-
45	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
46	Interest Income	154,338	167,213	181,535	197,162	214,199	232,780	253,059	275,210	299,443	325,999	355,146
47	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
48	Ending Balance	$ 12,909,586	$ 14,011,658	$ 15,215,413	$ 16,527,627	$ 17,958,349	$ 19,519,209	$ 21,223,319	$ 23,085,544	$ 25,124,812	$ 27,361,076	$ 29,817,395
	Closure - NW Landfill C&D Cells 1 & 2 Fund:											
49	Beginning Balance	$ 257,310	$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078
50	Transfers In - Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
51	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
52	Interest Income	3,007	2,626	2,240	1,849	1,663	1,684	1,705	1,726	1,726	1,726	1,726
53	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	1,726	1,726	1,726	1,726
54	Ending Balance	$ 226,816	$ 195,940	$ 164,679	$ 133,027	$ 134,690	$ 136,373	$ 138,078	$ 138,078	$ 138,078	$ 138,078	$ 138,078
	Closure - NW Landfill Future Cell 4 Fund:											
55	Beginning Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
56	Transfers In - Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
57	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
58	Interest Income	-	-	-	-	-	-	-	-	-	-	-
59	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
60	Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit 8
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Projected Cash Balances and Interest Earnings

Line No.	Description	Fiscal Year Ending September 30, 2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Future Cell Construction Fund 4461											
61	Beginning Balance	$ 14,534,580	$ 8,061,255	$ 9,235,665	$ 10,460,234	$ 11,735,581	$ 13,062,655	$ 14,442,391	$ 15,875,720	$ 17,365,033	$ 18,911,357	$ 20,515,703
62	Transfers In - Revenue Requirements	1,029,157	1,066,976	1,102,234	1,137,485	1,173,047	1,208,897	1,245,018	1,282,849	1,321,005	1,359,457	1,398,585
63	Transfers In - Capacity Reservation	-	-	-	-	-	-	-	-	-	-	-
64	Transfers Out - Capital Improvements	7,642,829	-	-	-	-	-	-	-	-	-	-
65	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
66	Interest Income	140,347	107,434	122,335	137,862	154,026	170,839	188,311	206,464	225,319	244,889	265,187
67	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
68	Ending Balance	$ 8,061,255	$ 9,235,665	$ 10,460,234	$ 11,735,581	$ 13,062,655	$ 14,442,391	$ 15,875,720	$ 17,365,033	$ 18,911,357	$ 20,515,703	$ 22,179,476
	Capital / Renewal & Replacement Fund 4471											
69	Beginning Balance	$ 8,814,802	$ 12,279,486	$ 7,561,892	$6,217,236	$5,085,963	$4,102,502	$3,132,597	$2,342,738	$1,689,261	$992,668	$443,410
70	Transfers In - Revenue Requirements	158,697	169,765	155,344	368,726	516,539	530,095	710,142	846,523	803,407	950,742	1,035,957
71	Transfers In - Future Cell Construction Fund 4461	-	-	-	-	-	-	-	-	-	-	-
72	Transfers In - Operating Reserves	7,048,869	-	-	-	-	-	-	-	-	-	-
73	Transfers Out - Capital Improvements	3,742,882	4,887,359	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
74	Transfers Out - Operating Reserves	-	-	-	-	-	-	-	-	-	-	-
75	Transfers Out -	-	-	-	-	-	-	-	-	-	-	-
76	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
77	Interest Income	131,839	124,009	86,120	70,645	57,428	45,219	34,221	25,200	16,762	8,975	2,642
78	Use of Interest Income to Fund Revenue Requirements	131,839	124,009	86,120	70,645	57,428	45,219	34,221	25,200	16,762	8,975	2,642
79	Ending Balance	$ 12,279,486	$ 7,561,892	$6,217,236	$5,085,963	$ 4,102,502	$ 3,132,597	$ 2,342,738	$ 1,689,261	$ 992,668	$ 443,410	$ (20,633)
	Collection Fund 7034											
80	Adjusted Beginning Balance	$ 3,830,276	$ 3,830,276	$ 3,830,276	$ 3,830,276	$ 3,830,276	$ 3,824,147	$ 3,784,633	$ 3,705,190	$ 3,579,969	$ 3,403,840	$ 3,172,584
81	Transfers In - Operations	-	0	0	0	-	-	-	-	-	-	-
89	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
90	Interest Income	47,878	47,878	47,878	47,878	47,840	47,555	46,811	45,532	43,649	41,103	37,816
91	Use of Interest Income to Fund Revenue Requirements	47,878	47,878	47,878	47,878	47,840	47,555	46,811	45,532	43,649	41,103	37,816
94	Ending Balance	$ 3,830,276	$ 3,830,276	$ 3,830,276	$ 3,830,276	$ 3,824,147	$ 3,784,633	$ 3,705,190	$ 3,579,969	$ 3,403,840	$ 3,172,584	$ 2,877,946
	C&D Spotter Fund											
95	Beginning Balance	$ -	$ 8,000	$16,000	$24,000	$32,000	$40,000	$48,000	$56,000	$64,000	$72,000	$80,000
96	Transfers In - Operating Reserves	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000
102	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
103	Interest Income	50	150	250	350	450	550	650	750	850	950	1,050
104	Use of Interest Income to Fund Revenue Requirements	50	150	250	350	450	550	650	750	850	950	1,050
105	Ending Balance	$ 8,000	$ 16,000	$24,000	$32,000	$ 40,000	$ 48,000	$ 56,000	$ 64,000	$ 72,000	$ 80,000	$ 88,000
	Disaster / Debris Removal Reserve Fund											
106	Beginning Balance	$ 1,566,898	$ 1,888,359	$2,012,589	$2,037,746	$2,063,218	$2,089,008	$2,115,121	$2,141,560	$2,168,329	$2,195,433	$2,222,876
107	Transfers In - Revenue Requirements	300,000	100,000	-	-	-	-	-	-	-	-	-
113	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
114	Interest Income	21,461	24,229	25,157	25,472	25,790	26,113	26,439	26,769	27,104	27,443	27,786
115	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
116	Ending Balance	$ 1,888,359	$ 2,012,589	$2,037,746	$2,063,218	$ 2,089,008	$ 2,115,121	$ 2,141,560	$ 2,168,329	$ 2,195,433	$ 2,222,876	$ 2,250,662
	Debt Proceeds Fund											
117	Beginning Balance	$ 10,067,525	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
118	Transfers In	-	-	-	-	-	-	-	-	-	-	-
119	Transfers Out - Capital Improvements	10,067,525	-	-	-	-	-	-	-	-	-	-
120	Interest Rate	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
121	Interest Income	-	-	-	-	-	-	-	-	-	-	-
122	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
123	Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Debt Service Sinking Fund											
131	Beginning Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
132	Transfers In - Accrued Debt Service	1,234,715	1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815
133	Transfers Out - Debt Payment	1,234,715	1,238,131	1,235,631	1,237,298	1,233,048	1,232,965	1,236,798	1,234,465	1,231,131	1,231,715	1,232,815
134	Interest Rate	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
135	Interest Income	-	-	-	-	-	-	-	-	-	-	-
136	Use of Interest Income to Fund Revenue Requirements	-	-	-	-	-	-	-	-	-	-	-
137	Ending Balance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Exhibit 9
Hernando County, FL
Fiscal Year 2025 Solid Waste Analysis

Solid Waste Rate Comparison with Other Solid Waste Facilities [1]

Line No.	Description	Total	Tipping Fees per Ton: MSW / Garbage	Tipping Fees per Ton: Construction Debris	Tipping Fees per Ton: Yard Waste
1	Hernando County - Existing	$300.60	$60.50	$76.00	$54.50
2	Hernando County - Proposed (2026)	318.60	62.47	78.47	56.27
	Other Solid Waste Systems:				
3	Broward County	$512.00	N/A	$100.00	$75.00
4	Charlotte County	312.87	39.28	39.28	39.28
5	Citrus County	411.00	40.00	120.00	30.00
6	Collier County	255.52	88.61	96.52	54.04
7	DeSoto County	273.63	42.00	42.00	42.00
8	Hillsborough County	477.89	110.00	77.48	55.00
9	Lee County	318.39	63.37	67.78	42.37
10	Manatee County	283.80	40.00	61.00	40.00
11	Miami-Dade County	697.00	113.19	113.19	113.19
12	Orange County	300.00	48.40	36.70	41.80
13	Palm Beach County	486.17	42.00	80.00	35.00
14	Pasco County	365.84	97.64	97.64	97.64
15	Polk County	337.21	36.50	36.50	22.00
16	Sarasota County	263.96	60.85	59.91	47.43
17	Seminole County	293.00	41.63	41.63	41.63
18	Other Solid Waste Systems' Average	$372.55	$61.68	$71.31	$51.76
19	Minimum	$255.52	$36.50	$36.50	$22.00
20	Maximum	$697.00	$113.19	$120.00	$113.19

Exhibit 10

Hernando County, Florida
Fiscal Year 2025 Solid Waste Analysis

Convenience Center Fee Analysis

Line No.	Description	Fiscal Year Ending September 30, 2017	2018	2019	2020	2021	2022	2023	2024
	West Convenience Center								
1	Tons Transported to Landfill [1]	4,677	4,459	4,241	4,922	5,727	7,630	5,193	3,116
2	Lbs per Ton	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
3	Lbs. Transported to Landfill	9,354,000	8,917,280	8,482,080	9,844,140	11,454,420	15,259,020	10,385,420	6,232,100
4	Assumed Lbs per Trip	61	62	64	69	83	119	93	98
5	Est. Annual # of Visits [2]	154,512	144,105	132,786	142,726	138,723	128,413	111,253	63,432
	East Convenience Center								
6	Tons Transported to Landfill [1]	3,290	3,527	3,129	3,109	2,905	2,776	2,783	2,103
7	Lbs per Ton	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
8	Lbs. Transported to Landfill	6,580,000	7,054,300	6,257,380	6,217,700	5,810,500	5,551,040	5,566,180	4,205,820
9	Assumed Lbs per Trip	102	99	86	116	111	166	163	147
10	Est. Annual # of Visits [2]	64,216	71,548	72,469	53,438	52,546	33,531	34,060	28,705
11	Total Tons	7,967	7,986	7,370	8,031	8,632	10,405	7,976	5,219
12	Total Est. # of Visits	218,728	215,653	205,255	196,164	191,269	161,944	145,313	92,137
13	Total Operating Costs	$ 1,018,272	$ 1,164,476	$ 1,407,781	$ 1,392,973	$ 1,402,648	$ 1,437,231	$ 1,463,162	$ 1,550,247
14	Cost per Ton	$127.81	$145.82	$191.02	$173.45	$162.49	$138.13	$183.45	$297.04
15	Est. Cost per Visit	$4.66	$5.40	$6.86	$7.10	$7.33	$8.87	$10.07	$16.83
16	Recommended Rate								$15.00

Footnotes:

[1] Amounts shown are provided by the County through an operations summary report.

[2] Amounts shown are provided by the County through an operations summary report except for FY24 which was based on a 3 year average as the data from the County was not available.

CLK_____

NOTICE OF PUBLIC HEARING

Notice is hereby given, pursuant to Section 14-64.14 of the Hernando County Code of Ordinances, that the Board of County Commissioners of Hernando County, Florida, will conduct a public hearing to consider the adoption of a resolution incorporating a schedule of revised tipping fees to be charged by the County for receiving and disposing of solid waste and special waste within the County.

The public hearing will be held on **Tuesday, April 28, 2026 at 9:00 a.m**., or as soon thereafter as possible, in the County Commission Chambers, located in the Hernando County Government Center, 20 North Main Street, Room 160, Brooksville, Florida, for the purpose of receiving public comment on the proposed fees. All interested persons may appear at the meeting or public hearing and be heard with respect to the proposed resolution.

The proposed resolution is available for inspection at the Hernando County Northwest Solid Waste Management Facility (Main Landfill) located at 14450 Landfill Rd., Brooksville, FL 34614, between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday, legal holidays excepted, telephone 352-754-4112.

You have a right to appear and be heard at this public meeting and/or to send any written objections to the County Commissioners at 15470 Flight Path Drive, Brooksville, FL 34604.

If a person decides to appeal any decision made by the Board of County Commissioners with respect to any matter considered at the meeting or public hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. In accordance with the Americans with Disabilities Act, persons with disabilities needing special accommodations to participate in this proceeding should contact Maryellen Waite, Risk Management, 15470 Flight Path Dr, Brooksville, Florida 34604, Telephone 352-540-6289. If hearing impaired, please call 711 for assistance.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA
/s/_____**(SEAL)**
Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

By:_____
Deputy Clerk

Publish Two (2) Times –
First Publication During Week of April 13, 2026
Second Publication During Week of April 20, 2026

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

Hernando County
20 N. Main St. Rm. 362, Brooksville, FL 34601
(352) 754-4180

State of Florida, County of Broward, ss:

I, Laquansay Nickson Watkins, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Hernando County, a Daily newspaper of general circulation, printed and published in City of Brooksville, Hernando County, State of Florida; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates.

Publication Dates:
- Apr 9, 2026
- Apr 20, 2026

Notice ID: cCWGSUxTrXudvYtxWhwK

Notice Name: Notice of Public Hearing

Publication Fee: $0.00

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Laquansay Nickson Watkins
Agent

VERIFICATION

State of Florida
County of Broward

Signed or attested before me on this: 04/21/2026

S Smith
Notary Public

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, will hold a public hearing Tuesday, April 28, 2026 beginning at 9:00 a.m. or soon thereafter as agenda items may be heard in the County Commission Chambers, Hernando County Government Center, 20 N. Main Street, Room 160, Brooksville, Florida. The purpose of the public hearing is to consider an increase of the annual non-ad valorem assessments for one (1) Municipal Service Benefit Unit.

The proposed FY 2027 annual assessment is as follows:

MSBU Name	Authorizing Ordinance	CURRENT FY26 Asmt Rate	PROPOSED FY27 Asmt Rate	PROPOSED Maximum Rate
Ridge Manor Lighting	92-17	$10.00	$13.00	$20.00

It is also proposed that the assessment approved, as a result of this public hearing, be placed on the annual property tax bill. The effect of this will be that the Tax Collector will use the same procedure now used to collect delinquent ad valorem property taxes, the issuance of a tax certificate, to collect these non-ad valorem assessments, should they become delinquent. The issuance of a tax certificate against property may result in a loss of title.

You have a right to appear and be heard at the public hearing Tuesday, April 28, 2026 at the location described above, and/or to send written comments to Hernando County Department of Public Works, 1525 East Jefferson Street, Brooksville, Florida 34601. Written comments will be entered into the record at the hearing. Should you have questions regarding this issue, please call (352) 754-4060.

In accordance with the Americans with Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact County Administration, 20 N. Main Street, Room 263, Brooksville, FL 34601, telephone 352-754-4000, not later than three (3) days prior to the proceedings. If hearing impaired (TDD) 352-754-4120.

You are further advised that if a person decides to appeal any decision made by the Commission, agency or board with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings, and that, for such purposes, they 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. All persons interested in this matter are invited to attend and be heard.

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA

/s/_____
DOUGLAS A. CHORVAT, JR., CLERK

By: Paige Jefferys
DEPUTY CLERK

Publish: April 9, 2026

Ridge Manor Street Lighting MSBU

RESOLUTION NO. 2026-085

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, ADOPTING REVISED RATES, FEES AND CHARGES FOR SOLID WASTE DISPOSAL SERVICES PROVIDED BY HERNANDO COUNTY; INCORPORATING WHEREAS CLAUSES; ADOPTING REVISED TIPPING FEES AND CHARGES FOR DISPOSAL OF SOLID WASTE AT THE HERNANDO COUNTY SOLID WASTE MANAGEMENT FACILITY; REPEALING AND SUPERSEDING PRIOR AND CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Paragraph 125.01(1)(k), Florida Statutes, authorizes and empowers the Board of County Commissioners of Hernando County, Florida, to provide and regulate waste disposal; and

WHEREAS, pursuant to Subsection 403.706(1), Florida Statutes, the Board of County Commissioners of Hernando County has the responsibility and power to provide for the operation of solid waste disposal facilities to meet the needs of all incorporated and unincorporated areas of the County; and

WHEREAS, pursuant to Article II of Chapter 14, Hernando County Code of Ordinances, Hernando County owns and operates a solid waste management facility to provide adequate solid waste disposal for the County; and

WHEREAS, Subsection 403.706(1) authorizes Hernando County to charge reasonable fees for the handling and disposal of solid waste at its solid waste management facility; and

WHEREAS, Subsection 403.7049(5), Florida Statutes, authorizes Hernando County to charge solid waste disposal fees which may vary based on a number of factors, including, but not limited to, the amount, characteristics, and form of recyclable materials present in the solid waste that is brought to the County's solid waste management facility for processing or disposal; and

WHEREAS, Paragraph 14-64.14(b)(4), Hernando County Code of Ordinances, authorizes the Board of County Commissioners to adopt a resolution incorporating a schedule of tipping fees to be charged by the County for receiving and disposing of solid waste within the County and for receiving and disposing of special waste; and

WHEREAS, pursuant to Subsection 14-64.14(b), Hernando County Code of Ordinances, the Board of County Commissioners may reasonably classify types of solid waste in fixing tipping fees for solid waste disposal; and

WHEREAS, on June 13, 2023, the Board of County Commissioners of Hernando County adopted Resolution No. 2023-126, which established revised tipping fees and charges for disposal of solid waste at the Hernando County solid waste management facility; and

WHEREAS, the County retained Raftelis Financial Consultants, Inc. to prepare a report entitled Fiscal Year 2025 Solid Waste Revenue Sufficiency Study dated May 30, 2025 (the "Report"), relating to revised rates, fees, assessments, and other charges to fund the solid waste

INSTR #2026039844 BK: 4721 PG: 1771 Page 1 of 4
FILED & RECORDED 6/11/2026 3:25 PM TP Deputy Clk
Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court
Rec Fees: $35.50

disposal and resource recovery system, which Report is incorporated in this Resolution by reference; and

WHEREAS, based on the Report, the consultant retained by the County and County staff have recommended changes to tipping fees and charges for disposal of construction and demolition debris, yard trash, travel trailers and mobile homes at the solid waste management facility; and

WHEREAS, the Board of County Commissioners has reviewed the recommended changes and has determined that the revised tipping fees and charges set forth in this Resolution are necessary for disposal of construction and demolition debris, yard trash, travel trailers and mobile homes at the solid waste management facility to cover the costs of providing disposal services and to finance operation and maintenance of the solid waste disposal and resource recovery system in a fiscally responsible manner; and

WHEREAS, Subsection 14-64.14(b) requires that the resolution incorporating the schedule of tipping fees for solid waste disposal services must be adopted by the Board of County Commissioners after a public hearing; and

WHEREAS, Subsection 14-64.14(b) requires that notice of the time, place and purpose of the public hearing shall be given by publication in a newspaper of general circulation in the County once each week for two (2) weeks prior to the hearing; and

WHEREAS, Notice of Public Hearing to consider this Resolution was duly published in a newspaper of general circulation in Hernando County; and

WHEREAS, on December 16, 2025, the Board of County Commissioners held a public hearing to consider this Resolution; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the County and the solid waste disposal and resource recovery system to adopt revised tipping fees and charges for disposal of construction and demolition debris, yard trash, travel trailers and mobile homes at the solid waste management facility.

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

SECTION 1. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

SECTION 2. Pursuant to Sections 125.01, 403.7049, and 403.706, Florida Statutes, and Division 3 of Article II of Chapter 14, Hernando County Code of Ordinances, the Board of County Commissioners of Hernando County hereby adopts the following revised tipping fees and charges for receiving and disposal of various types of solid waste at the Hernando County solid waste management facility generated from within the County:

Type of Waste	**Disposal Fee (* indicates increase)**
Class 1 Solid Waste – Garbage, rubbish, refuse, or other discarded material resulting from domestic, industrial, commercial,	$62.47 per ton*

agricultural, or government operations.

Construction and Demolition Debris – Discarded material considered not water soluble and non-hazardous, including, but not limited to, steel, glass, brick, concrete, asphalt, pipe, wallboard, lumber, and roofing materials from construction, demolition, or renovation of structures.	$78.47 per ton*
Yard Trash – Vegetative matter resulting from landscaping maintenance, which includes tree and shrub trimmings, grass clippings, palm fronds, trees, and tree stumps.	$56.27 per ton*
Personal Watercraft – Boats, jet-skis, and wave runners.	$62.47 per ton*
Sludge	$62.47 per ton*
Automobile Tires – Passenger car, motorcycle, and light truck tires (16 inches or less).	$154.88 per ton*
Semi-Truck Tires – Road-type, heavy truck, and semi-tractor tires (greater than 16 inches).	$154.88 per ton*
Off-Road Tires – Heavy equipment tires and racing slicks.	$206.50 per ton*
Travel Trailer – Without tires.	$230.00 flat fee
Travel Trailer – With tires.	$255.00 flat fee
Single-Wide Mobile Home – Without tires.	$400.00 flat fee
Single-Wide Mobile Home – With tires.	$450.00 flat fee
Double-Wide Mobile Home – Without tires.	$790.00 flat fee
Double-Wide Mobile Home – With tires.	$825.00 flat fee
Convenience Center Fee – Up to 5 bags; maximum of 60 gallons per bag	$5.00 flat fee
Convenience Center Fee – Per visit	$15.00 per visit

SECTION 3. All prior and conflicting resolutions or parts of resolutions, including but not limited to, Resolution No. 2023-126, shall be repealed, rescinded, superseded and replaced by this Resolution effective April 1, 2026.

SECTION 4. In the event that any provision, portion or section of this Resolution is

determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining provisions, portions or sections of this Resolution which shall remain in full force and effect.

SECTION 5. This Resolution and the revised rates, fees and charges established in this Resolution shall become effective April 1, 2026.

ADOPTED in Regular Session this 28th day of April, 2026.

ATTEST:

SEAL

Douglas A. Chorvat, Jr.
Clerk of the Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____
Jerry Campbell, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney's Office

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: HCFRD
Prepared By: Louise Galajda
Initiator: Paul Hasenmeier
DOC ID: 17291
Legal Request Number: 2026-197-1
Bid/Contract Number:

TITLE

Resolution Providing for Modifications of Established Schedule of Fees and Charges to be Imposed by Hernando County Fire and Emergency Services

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

Exhibit A

BILLING RATES

Effective May 1, 2026

EMS BILLING:

• Advance Life Support 1 Emergency Services (A0427) (ALS Unit and Assessments and/or One or More ALS Interventions):	$1,584.00
• Advanced Life Support 2 Emergency Services (A0433) (ALS Unit and Assessments/Three Medications/Minimum of One ALS Intervention:	$1,484.00
• Advanced Life Support 1 Transport Services (A029 & A028) (ALS unit and Assessment - Basic Life Support Services):	$1,350.00
• Advanced Life Support 1 Transport Services (A0426) (ALS Unit and Assessment/Scheduled Transport):	$1,400.00
• Mileage (per mile):	$ 15.00
• Rescue Assist (Services without Transport):	$ 154.00
• Wait Time Per Hour (Billed Per 1/4 hour Increments): After the first 30 minutes	$ 204.00

SPECIAL EVENTS:	Hourly Rate
• Dedicated Advanced Life Support Standby (One ALS Ambulance, One Paramedic, One EMT):	$ 188.63
• Dedicated Paramedic Standby (One Paramedic, One Staff Vehicle):	$ 110.54
• Dedicated Chief Officer Standby (One Battalion Chief, One Staff Vehicle):	$ 128.60
• Dedicated Fire Engine Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Fire Engine)	$ 422.21
• Dedicated Ladder Crew Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Ladder Truck)	$ 451.95
• Dedicated Haz Mat Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 314.52
• Dedicated Rescue Boat Response/Standby (One Captain, One Paramedic, One Firefighter, One Boat)	$ 203.88
• Dedicated Tactical Rescue (TRT) Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 276.38
• Dedicated Brush Truck Response/Standby (One Driver Engineer, One Firefighter, One Brush Truck)	$ 297.51
• Dedicated Tanker Truck Response/Standby (One Driver Engineer, One Firefighter, One Tanker Truck)	$ 269.01

A three-hour minimum is required.

Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

Hernando County Fire Rescue
Special Event Rate Calculations
Per Hour Cost, 3 Hour Minimum

Last updated: 03-24-26

Ladder Crew Response — $451.95

Vehicle	Engine, 1500 GPM	FEMA Code	8684	FEMA Rate	$220.55

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Engine Crew Response — $422.21

Vehicle	Engine, 1000 gal	FEMA Code	8685	FEMA Rate	$190.81

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Chief Officer Response — $128.60

Vehicle	F 250 4x4, 4WD, 1/2 ton	FEMA Code	8810	FEMA Rate	$35.87

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Batallion Chief	$42.53	$63.80	$3.25	$14.97	$1.62	$9.09	$92.73

Haz Mat Response* — $314.52

Vehicle	FEMA Code	FEMA Rate
Misc Semi Trailer	8710	$12.40
Truck	8791	$70.72
		$83.12

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Rescue Boat Response — $203.88

Vehicle	Airboat or Runabout	FEMA Code	8131	FEMA Rate	$20.51

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
FF/Medic 1	$31.62	$47.43	$2.42	$11.13	$1.20	$9.09	$71.27
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$183.37

TRT Response Team* — $276.38

Vehicle	FEMA Code	FEMA Rate
Trailer, enclosed	8643	$48.17
4x4, 3/4 ton	8811	$36.62
		$84.79

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$191.59

Brush Truck Response — $297.51

Vehicle	F550, 4x4, 3/4 ton, 500 gal	FEMA Code	8699	FEMA Rate	$156.74

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Tanker Response — $269.01

Vehicle	200 gPM, 2500+ Tender	FEMA Code	8688	FEMA Rate	$128.24

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Advanced Life Support Standby - 2 Person — $188.63

Vehicle	GVW 8600 #	FEMA Code	8040	FEMA Rate	$39.28

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$149.35

Dedicated Paramedic Standby - 1 Person — $110.54

Vehicle	Pickup, 1/2 ton	FEMA Code	8810	FEMA Rate	$35.87

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$74.67

Note: Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

DEPARTMENT OF PUBLIC SAFETY
HERNANDO COUNTY FIRE RESCUE

60 VETERANS AVENUE • BROOKSVILLE, FLORIDA 34601
P 352.540.4353 • F 352.540.4355 • W www.HernandoCounty.us

Exhibit B
BILLING RATES
Effective August 1, 2023

EMS BILLING:

• Advance Life Support 1 Emergency Services (A0427) (ALS Unit and Assessments and/or One or More ALS Interventions):	$1,073.00
• Advanced Life Support 2 Emergency Services (A0433) (ALS Unit and Assessments/Three Medications/Minimum of One ALS Intervention:	$1,073.00
• Advanced Life Support 1 Transport Services (A029 & A028) (ALS unit and Assessment - Basic Life Support Services):	$1,052.00
• Advanced Life Support 1 Transport Services (A0426) (ALS Unit and Assessment/Scheduled Transport):	$1,073.00
• Mileage (per mile):	$ 12.00
• Rescue Assist (Services without Transport):	$ 154.00
• Wait Time Per Hour (Billed Per 1/4 hour Increments): After the first 30 minutes	$ 204.00

SPECIAL EVENTS:	Hourly Rate
• Dedicated Advanced Life Support Standby (One ALS Ambulance, One Paramedic, One EMT, Three hour Minimum):	$ 237.00
• Dedicated Paramedic Standby (One Paramedic, Three hour Minimum):	$ 53.00
• Dedicated Supervisory Standby (As required, includes operating costs of supervisory vehicle):	$ 60.00

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, RELATING TO HERNANDO COUNTY FIRE AND EMERGENCY SERVICES 2026 EMERGENCY MEDICAL SERVICES (EMS) BILLING RATES AND SPECIAL EVENT RATES; PROVIDING MODIFICATIONS OF THE ESTABLISHED SCHEDULE OF FEES AND RATES TO BE IMPOSED BY THE HERNANDO COUNTY FIRE AND EMERGENCY SERVICES; PROVIDING FOR THE INCORPORATION OF WHEREAS CLAUSES; PROVIDING FOR ADOPTION; PROVIDING PUBIC RECORD AND POSTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hernando County Fire and Emergency Services is responsible for providing emergency response to the community; and

WHEREAS, the Board of County Commissioners of Hernando County desires that a portion of the cost of these services be borne by the users; and

WHEREAS; Hernando County Fire and Emergency Services has determined that modifications are needed to the Emergency Medical Services (EMS) Billing Rates Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

Section 1. Incorporated Whereas Clauses. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

Section 2. Adoption. The Hernando County Fire and Emergency Services Billing Rates relating to emergency medical services (EMS) billing and special event rates, which are attached hereto and made part hereof by reference as **"EXHIBIT A"**, are hereby adopted in its entirety.

Section 3. Prior Fee Schedule. The prior fee schedule is hereby repealed and replaced by the fees and rates set forth in **"EXHIBIT A"**.

Section 4. Public Record and Posting. This Resolution shall be filed with the Clerk to the Board of County Commissioners of Hernando County, Florida, and the fees and charges and other necessary information related to this Resolution shall be posted on the Hernando County Fire and Emergency Services website.

Section 5. Severability. If any section, subsection, clause, sentence, phrase, or provision

of this Resolution is held unconstitutional or invalid for any reason, the invalidity thereof shall not affect the validity of the remaining portions of this Resolution.

Section 6. Conflicts. Any resolutions, or parts thereof, in conflict with this Resolution are hereby repealed to the extent of such conflict. Any fees not listed in **"EXHIBIT A"** shall remain in effect.

Section 7. Effective Date. This Resolution, which adopts the Hernando County Fire and Emergency Services Billing Rates relating to emergency medical services (EMS) billing and special event rates, shall take effect on **MAY 1, 2026**, and shall remain in effect until such time as this Resolution is repealed, amended, or replaced.

ADOPTED IN REGULAR SESSION THE 28TH DAY OF APRIL 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: Natasha López Perez
County Attorney's Office

Exhibit A

BILLING RATES

Effective May 1, 2026

EMS BILLING:

• Advance Life Support 1 Emergency Services (A0427) (ALS Unit and Assessments and/or One or More ALS Interventions):	$1,584.00
• Advanced Life Support 2 Emergency Services (A0433) (ALS Unit and Assessments/Three Medications/Minimum of One ALS Intervention:	$1,484.00
• Advanced Life Support 1 Transport Services (A029 & A028) (ALS unit and Assessment - Basic Life Support Services):	$1,350.00
• Advanced Life Support 1 Transport Services (A0426) (ALS Unit and Assessment/Scheduled Transport):	$1,400.00
• Mileage (per mile):	$ 15.00
• Rescue Assist (Services without Transport):	$ 154.00
• Wait Time Per Hour (Billed Per 1/4 hour Increments): After the first 30 minutes	$ 204.00

SPECIAL EVENTS:	Hourly Rate
• Dedicated Advanced Life Support Standby (One ALS Ambulance, One Paramedic, One EMT):	$ 188.63
• Dedicated Paramedic Standby (One Paramedic, One Staff Vehicle):	$ 110.54
• Dedicated Chief Officer Standby (One Battalion Chief, One Staff Vehicle):	$ 128.60
• Dedicated Fire Engine Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Fire Engine)	$ 422.21
• Dedicated Ladder Crew Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Ladder Truck)	$ 451.95
• Dedicated Haz Mat Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 314.52
• Dedicated Rescue Boat Response/Standby (One Captain, One Paramedic, One Firefighter, One Boat)	$ 203.88
• Dedicated Tactical Rescue (TRT) Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 276.38
• Dedicated Brush Truck Response/Standby (One Driver Engineer, One Firefighter, One Brush Truck)	$ 297.51
• Dedicated Tanker Truck Response/Standby (One Driver Engineer, One Firefighter, One Tanker Truck)	$ 269.01

A three-hour minimum is required.

Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

Hernando County Fire Rescue
Special Event Rate Calculations
Per Hour Cost, 3 Hour Minimum

Last updated: 03-24-26

Ladder Crew Response							**$451.95**
Vehicle	Engine, 1500 GPM		**FEMA Code**	8684		**FEMA Rate**	$220.55
Personnel	**Hrly Rate**	**OT Rate**	**FICA**	**Retire**	**W/C**	**Medical**	**Hourly Rate**
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Engine Crew Response							**$422.21**
Vehicle	Engine, 1000 gal		**FEMA Code**	8685		**FEMA Rate**	$190.81
Personnel	**Hrly Rate**	**OT Rate**	**FICA**	**Retire**	**W/C**	**Medical**	**Hourly Rate**
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Chief Officer Response							**$128.60**
Vehicle	F 250 4x4, 4WD, 1/2 ton		**FEMA Code**	8810		**FEMA Rate**	$35.87
Personnel	**Hrly Rate**	**OT Rate**	**FICA**	**Retire**	**W/C**	**Medical**	**Hourly Rate**
Batallion Chief	$42.53	$63.80	$3.25	$14.97	$1.62	$9.09	$92.73

Haz Mat Response*							**$314.52**
Vehicle			**FEMA Code**				**FEMA Rate**
Misc Semi Trailer			8710				$12.40
Truck			8791				$70.72
							$83.12
Personnel	**Hrly Rate**	**OT Rate**	**FICA**	**Retire**	**W/C**	**Medical**	**Hourly Rate**
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Rescue Boat Response							**$203.88**
Vehicle	Airboat or Runabout		**FEMA Code**	8131		**FEMA Rate**	$20.51
Personnel	**Hrly Rate**	**OT Rate**	**FICA**	**Retire**	**W/C**	**Medical**	**Hourly Rate**
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
FF/Medic 1	$31.62	$47.43	$2.42	$11.13	$1.20	$9.09	$71.27
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$183.37

TRT Response Team* — $276.38

Vehicle	FEMA Code	FEMA Rate
Trailer, enclosed	8643	$48.17
4x4, 3/4 ton	8811	$36.62
		$84.79

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$191.59

Brush Truck Response — $297.51

Vehicle	F550, 4x4, 3/4 ton, 500 gal	FEMA Code	8699	FEMA Rate	$156.74

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Tanker Response — $269.01

Vehicle	200 gPM, 2500+ Tender	FEMA Code	8688	FEMA Rate	$128.24

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Advanced Life Support Standby - 2 Person — $188.63

Vehicle	GVW 8600 #	FEMA Code	8040	FEMA Rate	$39.28

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$149.35

Dedicated Paramedic Standby - 1 Person — $110.54

Vehicle	Pickup, 1/2 ton	FEMA Code	8810	FEMA Rate	$35.87

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$74.67

Note: Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

EMERGENCY MEDICAL TRANSPORTATION
INTEGRATED DISCLOSURE AND MEDICAID COST REPORT
GENERAL INFORMATION

1. Name of Fire Department / Agency:	2. Medicaid #:	3. National Provider Identification (NPI):
County of Hernando / Hernando County Fire and Emergency Services Department	112349200	1326044793

4. Doing Business As (DBA):	5. Facility Business Phone:
Board of County Commissioners / Hernando County Fire and Emergency Services	(352) 540-4353

6. Fire District/Agency Street Address:	7. City:	8. Zip Code:
15470 Flight Path Dr	Brooksville	34604

9. Mailing Address - Street or P.O. Box (if different):	10. City:	11. Zip Code:

12. Name of Person Signing and Certifying Report:
Paul Hasenmeier, Director of Public Safety / Fire Chief

13. Report Contact Person:	14. Phone Number:	Phone Ext:
Kevin Coyle	512-537-9588	

15. Mailing Address - Street or P. O. Box:	16. City:	17. State:	18. Zip Code:
1000 Heritage Center Circle	Round Rock	Texas	78664

19. Previous Name of Fire District/Agency if Changed Since Previous Report:	20. Date of Change:
Hernando County Fire and Emergency Services	

21. Does your organization use another entity to provide EMT services?	22. Date Range of EMT Service Agreement:
NO	

23. Does your organization use another entity to provide billing for EMT services?	24. Are billing services paid on a Flat Rate or a Percentage:
YES	They are based on a percentage with exception to Medicaid, which is a flat rate per claim.

25. Reporting Period Began:	26. Reporting Period Ended:
July 1, 2024	June 30, 2025

27. Net Cost of Transports
$249,494.55

For the purpose of this document, “provider” is a Publicly Owned or Operated Emergency Medical Transportation Services provider.

To be Executed by Officer or Administrator of the Fire Department / Agency

I, Paul Hasenmeier, state as follows:

Public funds for services provided have been expended as necessary for Federal Financial Participation (FFP), pursuant to the requirements of Section 1903(w) of the Social Security Act and 42 C.F.R. § 433.50 *et seq.* for allowable costs.

The expenditures claimed have not previously been, nor will be, claimed at any other time to receive Federal Funds under Medicaid or any other program.

The provider acknowledges that the information is to be used for claiming Federal funds and understands that misrepresentation of information constitutes a violation of Federal and State law.

The provider acknowledges that all funds expended are subject to review and audit by the Agency for Health Care Administration.

The provider acknowledges and understands that the Agency for Health Care Administration must deny payments for any claim submitted if it is determined that the report is not adequately supported for purposes of Federal Financial Participation.

That I am the responsible person of the subject Fire Department / Agency and am duly authorized to sign this document and that, to the best of my knowledge and information, each statement and amount in the accompanying schedules are to be true and correct.

Date of Signature	**County of Hernando / Hernando County Fire and Emergency Services Department**
	Name of Fire District/Agency

E-mail the signed PDF electronic version of the completed cost report to:
SupplementalPayments@ahca.myflorida.com

By: _____
(Signature)

Title: **Director of Public Safety / Fire Chief**

Address: **County of Hernando / Hernando County Fire and Emergency Services Department**
15470 Flight Path Dr
Brooksville, FL 34604

NOTICE

Please be advised that submission of cost reports for items or services which were not provided; are not reimbursable under the Medicaid program or claimed in violation of an agreement with the State, may subject you (or your organization) to civil money penalty assessments in accordance with Florida Statutes 456.072.

CHECK FIGURE

Total Reported Expenses (Before Allocation of Expenses - From Sch 1)	$53,236,527
Total Reported Expenses (After Allocation of Expenses - From Sch 2 thru 5)	53,236,527
Variance	$-

Material variances may result in a rejection of this Cost Report submission.

PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE	YES	NO	N/A
A. Provider Organization and Operation			
1. Describe the type of organization providing the service (include if nonprofit, public, private, etc.):			Public provider - County Fire Department
2. Were any of the emergency transportation services subcontracted to another entity? If yes, describe the type of organization (include if nonprofit, public, private, etc.):		☒	
3. The provider has:			
a. Changed ownership. If "yes", submit name and address of new owner, date of change, copy of sales agreement, or any similar agreement		☒	
b. Terminated participation. If "yes", list date of termination, and reason (Voluntary/Involuntary).		☒	
4. *The provider is involved in business transactions, including management contracts and services under arrangements, with individuals or entities (e.g., chain home offices, drug or medical supply companies, etc.) that are related to the provider or its officers, medical staff, management personnel, or members of the board of directors through ownership, control, or family and other similar relationships.* If "yes" attach a list of the individuals, the organizations involved, and description of the transactions.		☒	

PROVIDER COST REPORT REIMBURSEMENT QUESTIONNAIRE	YES	NO	N/A
B. Financial Data and Reports			
1. During this cost reporting period, the financial statements are prepared by Certified Public Accountants or Public Accountants (submit complete copy or			
a. Audited;	Audited financials available in 2026		
b. Compiled; and	☒		
c. Reviewed.	☒		
NOTE: Where there is no affirmative response to the above described financial statements, attach a copy of the financial statements prepared *by you* and a description of the changes in accounting policies and practices if not mentioned in those statements.			
2. Cost report total expenses and total revenues differ from those on the filed financial statement. If "yes", submit reconciliation.		☒	
C. Emergency Transport Data			
Provider records only were used to complete the cost report? If yes, attach detailed documentation of the system used to support the data reported on the cost report. If the detail documentation was previously supplied, submit	☒ Please see description below		
1. Provider use a specific system to report claimed Medicaid emergency transports? If yes, upon request, provide the Medicaid recipient details of the emergency transports (such as driver manifest, call operator logs, etc.).	☒		

2. Cost report total expenses and total revenues differ from those on the filed financial statement. If "yes", submit reconciliation.		☒	
C. Emergency Transport Data			
Provider records only were used to complete the cost report? If yes, attach detailed documentation of the system used to support the data reported on the cost report. If the detail documentation was previously supplied, submit	☒ Please see description below		
1. Provider use a specific system to report claimed Medicaid emergency transports? If yes, upon request, provide the Medicaid recipient details of the emergency transports (such as driver manifest, call operator logs, etc.).	☒		

Description of the system used to support the transport data reported on the cost report:

The County of Hernando uses billing software designed especially for EMS billing. The software processes claims, payments, patient bills, and patient accounts. The software interfaces with a claims clearing house, to send and receive insurance claims, insurance/patient payments, and patient bills.

The County of Hernando updates its infrastructure on a continuous basis.

SCHEDULE 1 - TOTAL EXPENSE

Fire Department / Agency Name: ando County Fire and Emergency Services Department
National Provider Identification: 1326044793
Fiscal Year Ended: June 30, 2025

Line No.	Cost Center	General Ledger Account Number	1 Total Expense Col 2 + Col 3	2 MTS Expense Fr Sch 2, Col 5	3 NON-MTS Expense Fr Sch 3, Col 5	4 Administration & General Fr Sch 5, Col 1
	Capital Related					
1.00	Depreciation - Buildings and Improvements		$ 173,355	$ 102,135	$ 71,219	
2.00	Depreciation - Leasehold Improvements		-	-	-	
3.00	Depreciation - Equipment		268,936	249,383	19,553	
4.00	Depreciation and Amortization - Other		-	-	-	
5.00	Leases and Rentals		-	-	-	
6.00	Property Taxes		-	-	-	
7.00	Property Insurance		-	-	-	
8.00	Interest - Property, Plant, and Equipment		-	-	-	
9.00	Other Capital Costs (Vehicles)		-	-	-	
10.00	Other- (Specify)		-	-	-	
	Total Capital Related (Lines 1.00 thru 10.00)		**$ 442,291**	**$ 351,519**	**$ 90,772**	
	Salaries					
11.00	Administrative Chief		$ -	$ -	$ -	
12.00	Chief		-	-	-	
13.00	Non-MTS Salaries		-	-	-	
14.00	MTS Salaries		13,532,097	9,753,375	3,778,723	
15.00	Other- 1691 Fund Salaries		9,565,305	7,332,979	2,232,326	
16.00	Other- (Specify)		-	-	-	
17.00	Other- (Specify)		-	-	-	
18.00	Other- (Specify)		-	-	-	
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ 23,097,403**	**$ 17,086,354**	**$ 6,011,049**	
	Fringe Benefits					
19.00	Administrative Chief		$ -	$ -	$ -	
20.00	Chief		-	-	-	
21.00	Non-MTS Salaries		-	-	-	
22.00	MTS Salaries		8,721,883	6,616,178	2,105,705	
23.00	Other- 1691 Fund Benefits		6,019,216	4,566,010	1,453,206	
24.00	Other- (Specify)		-	-	-	
25.00	Other- (Specify)		-	-	-	
26.00	Other- (Specify)		-	-	-	
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		**$ 14,741,099**	**$ 11,182,188**	**$ 3,558,911**	
	Total Salaries & Fringe Benefits		**$ 37,838,502**	**$ 28,268,542**	**$ 9,569,960**	
	Total Capital Related, Salaries, and Fringe Benefits		***$ 38,280,793***	***$ 28,620,061***	***$ 9,660,732***	
	Administrative and General					
27.00	Administrative		$ -	$ -	$ -	$ -
28.00	Legal		-	-	-	-
29.00	Accounting		-	-	-	-
30.00	Advertising		-	-	-	-
31.00	Consulting Expenses		-	-	-	-
32.00	Contracted Labor		-	-	-	-
33.00	Interest - Other		-	-	-	-
34.00	Training		-	-	-	-
35.00	General Insurance		-	-	-	-
36.00	Supplies		-	-	-	-
37.00	Bad Debt		-	-	-	-
38.00	Plant Operations and Maintenance		-	-	-	-
39.00	Housekeeping		-	-	-	-
40.00	Utilities		-	-	-	-
41.00	Medical Supplies		-	-	-	-
42.00	Minor Medical Equipment		-	-	-	-
43.00	Minor Equipment		-	-	-	-
44.00	Fines and Penalties		-	-	-	-
45.00	Fleet Maintenance		-	-	-	-
46.00	Communications		-	-	-	-
47.00	Recruit Academy		-	-	-	-
48.00	Dispatch Service		-	-	-	-
49.00	Logistics		-	-	-	-
50.00	Postage		-	-	-	-
51.00	Dues and Subscriptions		-	-	-	-
52.00	Other - Capital Related Costs		-	-	-	-
53.00	Contracted Services - MTS		-	-	-	-
54.00	Contracted Services - MTS Billing		-	-	-	-
55.00	Other A&G Costs (1661 Fund Operating Expense		7,762,166	-	513,693	7,248,474
56.00	Other A&G Costs (1691 Fund Operating Expense		7,193,568	3,340,603	-	3,852,965
57.00	Other- (Specify)		-	-	-	-
	Total Administrative & General		***$ 14,955,734***	***$ 3,340,603***	***$ 513,693***	***$ 11,101,439***
	Total Fire District / Agency		***$ 53,236,527***	***$ 31,960,663***	***$ 10,174,425***	***$ 11,101,439***

SCHEDULE 2 - MEDICAL TRANSPORTATION SERVICES (MTS) EXPENSE

Fire Department / Agency Name: **Hernando / Hernando County Fire and Emergency Services D**
National Provider Identification: **1326044793**
Fiscal Year Ended: **June 30, 2025**

Line No.	Cost Center	General Ledger Account Number	1 MTS Expense	2 Allocated Direct Service Cost Fr Sch 4, Col 5	3 Total Reclassifications Fr Sch 6, Cols 4 & 7	4 Total Adjustments Fr Sch 7, Col 1	5 Total MTS Expense To Sch 1, Col 2
	Capital Related						
1.00	Depreciation - Buildings and Improvements		$ -	$ 102,135	$ -	$ -	$ 102,135
2.00	Depreciation - Leasehold Improvements		$ -	-	-	-	-
3.00	Depreciation - Equipment		$ 221,343	28,041	-	-	249,383
4.00	Depreciation and Amortization - Other		$ -	-	-	-	-
5.00	Leases and Rentals		$ -	-	-	-	-
6.00	Property Taxes		$ -	-	-	-	-
7.00	Property Insurance		$ -	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		$ -	-	-	-	-
9.00	Other Capital Costs (Vehicles)		$ -	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		**$ 221,343**	**$ 130,176**	**$ -**	**$ -**	**$ 351,519**
	Salaries						
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
12.00	Chief		$ -	-	-	-	-
13.00	Non-MTS Salaries		$ -	-	-	-	-
14.00	MTS Salaries		$ -	9,753,375	-	-	9,753,375
15.00	Other- 1691 Fund Salaries		$ -	7,014,024	318,955	-	7,332,979
16.00	Other- (Specify)		-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ -**	**$ 16,767,399**	**$ 318,955**	**$ -**	**$ 17,086,354**
	Fringe Benefits						
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
20.00	Chief		$ -	-	-	-	-
21.00	Non-MTS Salaries		$ -	-	-	-	-
22.00	MTS Salaries		$ -	6,616,178	-	-	6,616,178
23.00	Other- 1691 Fund Benefits		$ -	4,566,010	-	-	4,566,010
24.00	Other- (Specify)		-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		**$ -**	**$ 11,182,188**	**$ -**	**$ -**	**$ 11,182,188**
	Total Salaries & Fringe Benefits		**$ -**	**$ 27,949,587**	**$ 318,955**	**$ -**	**$ 28,268,542**
	Total Capital Related, Salaries, and Fringe Benefits		***$ 221,343***	***$ 28,079,762***	***$ 318,955***	***$ -***	***$ 28,620,061***
	Administrative and General						
27.00	Administrative		$ -		$ -	$ -	$ -
28.00	Legal		$ -		-	-	-
29.00	Accounting		$ -		-	-	-
30.00	Advertising		$ -		-	-	-
31.00	Consulting Expenses		$ -		-	-	-
32.00	Contracted Labor		$ -		-	-	-
33.00	Interest - Other		$ -		-	-	-
34.00	Training		$ -		-	-	-
35.00	General Insurance		$ -		-	-	-
36.00	Supplies		$ -		-	-	-
37.00	Bad Debt		$ -		-	-	-
38.00	Plant Operations and Maintenance		$ -		-	-	-
39.00	Housekeeping		$ -		-	-	-
40.00	Utilities		$ -		-	-	-
41.00	Medical Supplies		$ -		-	-	-
42.00	Minor Medical Equipment		$ -		-	-	-
43.00	Minor Equipment		$ -		-	-	-
44.00	Fines and Penalties		$ -		-	-	-
45.00	Fleet Maintenance		$ -		-	-	-
46.00	Communications		$ -		-	-	-
47.00	Recruit Academy		$ -		-	-	-
48.00	Dispatch Service		$ -		-	-	-
49.00	Logistics		$ -		-	-	-
50.00	Postage		$ -		-	-	-
51.00	Dues and Subscriptions		$ -		-	-	-
52.00	Other - Capital Related Costs		$ -		-	-	-
53.00	Contracted Services - MTS		$ -		-	-	-
54.00	Contracted Services - MTS Billing		$ -		-	-	-
55.00	Other A&G Costs (1661 Fund Operating Expens		$ -		-	-	-
56.00	Other A&G Costs (1691 Fund Operating Expens		-		3,340,603	-	3,340,603
57.00	Other- (Specify)		-		-	-	-
	Total Administrative & General		***$ -***		***$ 3,340,603***	***$ -***	***$ 3,340,603***
	Total Fire District / Agency		***$ 221,343***	***$ 28,079,762***	***$ 3,659,558***	***$ -***	***$ 31,960,663***

(A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
(B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 3 - NON-MTS EXPENSE

Fire Department / Agency Name: ly of Hernando / Hernando County Fire and Emergency Services Depar
National Provider Identification: 1326044793

Fiscal Year Ended: June 30, 2025

Line No.	Cost Center	General Ledger Account Number	1 NON-MTS Expense	2 Allocated Direct Service Costs Fr Sch 4, Col 6	3 Total Reclassifications Fr Sch 6, Cols 4 & 7	4 Total Adjustments Fr Sch 7, Col 1	5 Total NON-MTS Expense To Sch 1, Col 3
	Capital Related						
1.00	Depreciation - Buildings and Improvements		$ -	$ 71,219	$ -	$ -	$ 71,219
2.00	Depreciation - Leasehold Improvements		$ -	-	-	-	-
3.00	Depreciation - Equipment		$ -	19,553	-	-	19,553
4.00	Depreciation and Amortization - Other		$ -	-	-	-	-
5.00	Leases and Rentals		$ -	-	-	-	-
6.00	Property Taxes		$ -	-	-	-	-
7.00	Property Insurance		$ -	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		$ -	-	-	-	-
9.00	Other Capital Costs (Vehicles)		$ -	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		**$ -**	**$ 90,772**	**$ -**	**$ -**	**$ 90,772**
	Salaries						
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
12.00	Chief		$ -	-	-	-	-
13.00	Non-MTS Salaries		$ -	-	-	-	-
14.00	MTS Salaries		$ -	3,104,168	674,554	-	3,778,723
15.00	Other- 1691 Fund Salaries		$ -	2,232,326	-	-	2,232,326
16.00	Other- (Specify)		-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ -**	**$ 5,336,494**	**$ 674,554**	**$ -**	**$ 6,011,049**
	Fringe Benefits						
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -
20.00	Chief		$ -	-	-	-	-
21.00	Non-MTS Salaries		$ -	-	-	-	-
22.00	MTS Salaries		$ -	2,105,705	-	-	2,105,705
23.00	Other- 1691 Fund Benefits		$ -	1,453,206	-	-	1,453,206
24.00	Other- (Specify)		-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		**$ -**	**$ 3,558,911**	**$ -**	**$ -**	**$ 3,558,911**
	Total Salaries & Fringe Benefits		**$ -**	**$ 8,895,406**	**$ 674,554**	**$ -**	**$ 9,569,960**
	Total Capital Related, Salaries, and Fringe Benefits		***$ -***	***$ 8,986,178***	***$ 674,554***	***$ -***	***$ 9,660,732***
	Administrative and General						
27.00	Administrative		$ -		$ -	$ -	$ -
28.00	Legal		$ -		-	-	-
29.00	Accounting		$ -		-	-	-
30.00	Advertising		$ -		-	-	-
31.00	Consulting Expenses		$ -		-	-	-
32.00	Contracted Labor		$ -		-	-	-
33.00	Interest - Other		$ -		-	-	-
34.00	Training		$ -		-	-	-
35.00	General Insurance		$ -		-	-	-
36.00	Supplies		$ -		-	-	-
37.00	Bad Debt		$ -		-	-	-
38.00	Plant Operations and Maintenance		$ -		-	-	-
39.00	Housekeeping		$ -		-	-	-
40.00	Utilities		$ -		-	-	-
41.00	Medical Supplies		$ -		-	-	-
42.00	Minor Medical Equipment		$ -		-	-	-
43.00	Minor Equipment		$ -		-	-	-
44.00	Fines and Penalties		$ -		-	-	-
45.00	Fleet Maintenance		$ -		-	-	-
46.00	Communications		$ -		-	-	-
47.00	Recruit Academy		$ -		-	-	-
48.00	Dispatch Service		$ -		-	-	-
49.00	Logistics		$ -		-	-	-
50.00	Postage		$ -		-	-	-
51.00	Dues and Subscriptions		$ -		-	-	-
52.00	Other - Capital Related Costs		$ -		-	-	-
53.00	Contracted Services - MTS		$ -		-	-	-
54.00	Contracted Services - MTS Billing		$ -		-	-	-
55.00	Other A&G Costs (1661 Fund Operating Expenses)		$ -		513,693	-	513,693
56.00	Other A&G Costs (1691 Fund Operating Expenses)		-		-	-	-
57.00	Other- (Specify)		-		-	-	-
	Total Administrative & General		***$ -***	***$ -***	***$ 513,693***	***$ -***	***$ 513,693***
	Total Fire District / Agency		***$ -***	***$ 8,986,178***	***$ 1,188,247***	***$ -***	***$ 10,174,425***

(A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
(B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 4 - ALLOCATION OF CAPITAL RELATED AND SALARIES & BENEFITS (CRSB) EXPENSE

Fire Department / Agency Name: **lernando / Hernando County Fire and Emergency Services**
National Provider Identification: **1326044793**

Fiscal Year Ended: **June 30, 2025**

Line No.	Cost Center	General Ledger Account Number	1 Expense to be Apportioned	2 Total Reclassifications (A) Fr Sch 6, Cols 4 & 7	3 Total Adjustments (B) Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 58.92%	6 NON-MTS Allocation 41.08%
	Capital Related							
1.00	Depreciation - Buildings and Improvements		$ 173,355	$ -	$ -	$ 173,355	$ 102,135	$ 71,219
2.00	Depreciation - Leasehold Improvements		$ -	-	-	-	-	-
3.00	Depreciation - Equipment		$ 47,593	-	-	47,593	28,041	19,553
4.00	Depreciation and Amortization - Other		$ -	-	-	-	-	-
5.00	Leases and Rentals		$ -	-	-	-	-	-
6.00	Property Taxes		$ -	-	-	-	-	-
7.00	Property Insurance		$ -	-	-	-	-	-
8.00	Interest - Property, Plant, and Equipment		$ -	-	-	-	-	-
9.00	Other Capital Costs (Vehicles)		$ -	-	-	-	-	-
10.00	Other- (Specify)		-	-	-	-	-	-
	Total Capital Related (Lines 1.00 thru 10.00)		**$ 220,948**	**$ -**	**$ -**	**$ 220,948**	**$ 130,176**	**$ 90,772**

Capital Related Allocation Statistics for Direct Service Cost Allocation

Description	Square Ft	Factor
MTS Square Footage	73,045	58.92%
Non-MTS Square Footage	50,935	41.08%
Total Square Feet to be Apportioned	123,980	100.00%

Line No.	Cost Center	Account Number	1 Expense to be Apportioned	2 Total Reclassifications Fr Sch 6, Cols 4 & 7	3 Total Adjustments Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 75.86%	6 NON-MTS Allocation 24.14%
	Salaries							
11.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -	$ -
12.00	Chief		$ -	-	-	-	-	-
13.00	Non-MTS Salaries		$ -	-	-	-	-	-
14.00	MTS Salaries		$ 13,647,895	(674,554)	(115,798)	12,857,543	9,753,375	3,104,168
15.00	Other- 1691 Fund Salaries		$ 9,585,901	(318,955)	(20,596)	9,246,350	7,014,024	2,232,326
16.00	Other- (Specify)		-	-	-	-	-	-
17.00	Other- (Specify)		-	-	-	-	-	-
18.00	Other- (Specify)		-	-	-	-	-	-
	Subtotal Salaries (Lines 11.00 thru 18.00)		**$ 23,233,796**	**$ (993,510)**	**$ (136,393)**	**$ 22,103,893**	**$ 16,767,399**	**$ 5,336,494**
	Fringe Benefits							
19.00	Administrative Chief		$ -	$ -	$ -	$ -	$ -	$ -
20.00	Chief		$ -	-	-	-	-	-
21.00	Non-MTS Salaries		$ -	-	-	-	-	-
22.00	MTS Salaries		$ 8,721,883	-	-	8,721,883	6,616,178	2,105,705
23.00	Other- 1691 Fund Benefits		6,019,216	-	-	6,019,216	4,566,010	1,453,206
24.00	Other- (Specify)		-	-	-	-	-	-
25.00	Other- (Specify)		-	-	-	-	-	-
26.00	Other- (Specify)		-	-	-	-	-	-
	Subtotal Fringe Benefits (Lines 19.00 thru 26.00)		$ 14,741,099	$ -	$ -	$ 14,741,099	$ 11,182,188	$ 3,558,911
	Total Salaries & Fringe Benefits		**$ 37,974,895**	**$ (993,510)**	**$ (136,393)**	**$ 36,844,992**	**$ 27,949,587**	**$ 8,895,406**

Salaries/Benefits Allocation Statistics for Direct Service Cost Allocation

Description	Total Hrs	Factor
Hours Logged for MTS Duty	640,488	75.86%
Hours Logged for NON-MTS Duty	203,846	24.14%
Total Hours to be Apportioned	844,334	100.00%

(A) REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN
(B) REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN

SCHEDULE 5 - ALLOCATION OF ADMINISTRATION & GENERAL

Fire Department / Agency Name: ernando / Hernando County Fire and Emergency Services
National Provider Identification: 1326044793

Fiscal Year Ended: June 30, 2025

Line No.	Cost Center	General Ledger Account Number	1 Expense to be Apportioned ** See Note Below	2 Total Reclassifications Fr Sch 6, Cols 4 & 7	3 Total Adjustments Fr Sch 7, Col 1	4 Net Expense to be Apportioned	5 MTS Allocation 75.85%	6 NON-MTS Allocation 24.15%
	Administrative and General							
27.00	Administrative		$ -	$ -	$ -	$ -	$ -	$ -
28.00	Legal		$ -	-	-	-	-	-
29.00	Accounting		$ -	-	-	-	-	-
30.00	Advertising		$ -	-	-	-	-	-
31.00	Consulting Expenses		$ -	-	-	-	-	-
32.00	Contracted Labor		$ -	-	-	-	-	-
33.00	Interest - Other		$ -	-	-	-	-	-
34.00	Training		$ -	-	-	-	-	-
35.00	General Insurance		$ -	-	-	-	-	-
36.00	Supplies		$ -	-	-	-	-	-
37.00	Bad Debt		$ -	-	-	-	-	-
38.00	Plant Operations and Maintenance		$ -	-	-	-	-	-
39.00	Housekeeping		$ -	-	-	-	-	-
40.00	Utilities		$ -	-	-	-	-	-
41.00	Medical Supplies		$ -	-	-	-	-	-
42.00	Minor Medical Equipment		$ -	-	-	-	-	-
43.00	Minor Equipment		$ -	-	-	-	-	-
44.00	Fines and Penalties		$ -	-	-	-	-	-
45.00	Fleet Maintenance		$ -	-	-	-	-	-
46.00	Communications		$ -	-	-	-	-	-
47.00	Recruit Academy		$ -	-	-	-	-	-
48.00	Dispatch Service		$ -	-	-	-	-	-
49.00	Logistics		$ -	-	-	-	-	-
50.00	Postage		$ -	-	-	-	-	-
51.00	Dues and Subscriptions		$ -	-	-	-	-	-
52.00	Other - Capital Related Costs		$ -	-	-	-	-	-
53.00	Contracted Services - MTS		$ -	-	-	-	-	-
54.00	Contracted Services - MTS Billing		$ -	-	-	-	-	-
55.00	Other A&G Costs (1661 Fund Operating Expenses)		$ 10,749,195	(513,693)	(2,987,028)	7,248,474	5,498,174	1,750,300
56.00	Other A&G Costs (1691 Fund Operating Expenses)		15,120,301	(3,340,603)	(7,926,733)	3,852,965	2,922,584	930,381
57.00	Other- (Specify)		-	-	-	-	-	-
	Total Administrative & General		***$ 25,869,496***	***$ (3,854,295)***	***$ (10,913,762)***	***$ 11,101,439***	***$ 8,420,757***	***$ 2,680,682***

** **If an Indirect Cost Factor is being applied on W/S 9, the Administration & General cost allocation will not be applied.**

(A) **REMINDER THAT THE AMOUNTS FROM SCH 6 , COLUMNS 4 AND 7 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN**
(B) **REMINDER THAT THE AMOUNTS FROM SCH 7 , COLUMN 1 MUST BE MANUALLY TRANSFERRED TO THIS COLUMN**

Selection of Allocation Statistic:

Any variation of the allocation statistic must be approved prior to implementation and documentation MUST be readily available for review.

Allocation Statistics for Administration and General Expense		
Description	Accumulated Expense	Factor
Accumulated Cost of MTS Services (from Sch 2, Col 5)	$ 31,960,663	75.85%
Accumulated Cost of NON-MTS Services (from Sch 3, Col 5)	$ 10,174,425	24.15%
Total Accumulated Cost of MTS and NON-MTS Services	$ 42,135,088	100.00%

SCHEDULE 6 - RECLASSIFICATION OF EXPENSES

Fire Department / Agency: lo / Hernando County Fire and Emergency Se
National Provider Identification: 1326044793

Fiscal Year Ended: June 30, 2025

	EXPLANATION OF ENTRY	Code	INCREASE				DECREASE			
			Cost Center	Line Number	Schedule	Amount	Cost Center	Line Number	Schedule	Amount
		1	2	3	4	5	6	7	8	9
1.	Reclass for 100% MTS Expenses - Earnings	a	Other- 1691 Fund Salaries	15.00	2	$ 318,955	Other- 1691 Fund Salaries	15.00	4	$ 318,955
2.	Reclass for 100% MTS Expenses - Operating Expenses	b	Other A&G Costs (1691 Fund Operating Expenses)	56.00	2	3,340,603	Other A&G Costs (1691 Fund Operating Expenses)	56.00	5	3,340,603
3.	Reclass for 100% NonMTS Expenses - Earnings	c	MTS Salaries	14.00	3	674,554	MTS Salaries	14.00	4	674,554
4.	Reclass for 100% NonMTS Expenses - Operating Expenses	d	Other A&G Costs (1661 Fund Operating Expenses)	55.00	3	513,693	Other A&G Costs (1661 Fund Operating Expenses)	55.00	5	513,693
5.										-
6.										-
7.						-				-
8.						-				-
9.						-				-
10.						-				-
11.						-				-
12.						-				-
13.						-				-
14.						-				-
15.						-				-
16.						-				-
17.						-				-
18.						-				-
19.						-				-
20.						-				-
21.						-				-
22.						-				-
23.						-				-
24.						-				-
25.						-				-
26.						-				-
27.						-				-
28.						-				-
29.						-				-
30.						-				-
31.						-				-
32.						-				-
33.						-				-
34.						-				-
35.						-				-
36.						-				-
37.						-				-
38.						-				-
39.						-				-
40.						-				-
41.						-				-
42.						-				-
43.						-				-
44.						-				-
45.						-				-
46.						-				-
47.						-				-
48.						-				-
49.						-				-
50.						-				-
51.						-				-
52.						-				-
53.						-				-
54.						-				-
55.						-				-
56.						-				-
57.						-				-
58.						-				-
59.						-				-
60.						-				-
	Total Reclassifications (Col. 4 & 7 must equal)					*$ 4,847,805*				*$ 4,847,805*

Column 1: Use sequential lettering system to identify individual reclassifications; i.e. A. B. C...
Column 4 and Column 7: Transfer amounts to applicable Worksheets 2, 3, or 4 Column 6 or Worksheet 5, Column 2 on the line numbers as appropriate.

SCHEDULE 7 - ADJUSTMENTS TO EXPENSES

Fire Department / Agency: do / Hernando County Fire and Emergency Se
National Provider Identification: 1326044793

Fiscal Year Ended: June 30, 2025

	Description	Basis for Adjustment (A or B)	Amount Increase / (Decrease)	Cost Center	Schedule	C/R Line No.
		1	2	3	4	5
1.	Reduction for Federal and other revenues to reduce expenses(worksheet "1a. Fire Rescue - 1661")	B	(115,798)	MTS Salaries	4	14.00
2.	Reduction for unallowable expenses per 45 CFR 75 - Fund 1661	A	(2,987,028)	Other A&G Costs (1661 Fund Operating Expenses)	5	55.00
3.	Reduction for Federal and other revenues to reduce expenses(worksheet "1b. Fire Rescue - 1691")	B	(20,596)	Other- 1691 Fund Salaries	4	15.00
4.	Reduction for unallowable expenses per 45 CFR 75 - Fund 1691	A	(7,926,733)	Other A&G Costs (1691 Fund Operating Expenses)	5	56.00
5.			-			
6.			-			
7.			-			
8.			-			
9.			-			
10.			-			
11.			-			
12.			-			
13.			-			
14.			-			
15.			-			
16.			-			
17.			-			
18.			-			
19.			-			
20.			-			
21.			-			
22.			-			
23.			-			
24.			-			
25.			-			
26.			-			
27.			-			
28.			-			
29.			-			
30.			-			
	Total		$(11,050,155)			

Basis for Adjustment
A = Cost (if cost, including applicable overhead, can be determined)
B = Amount received (if cost cannot be determined)

Amount
Transfer to Applicable Worksheets (2, 3 & 4), and applicable Column line number as appropriate.

Cost Center and Line Number
From expense classifications on Worksheet 1 to which the amount is to be added or from which amount is to be deducted.

SCHEDULE 8 - REVENUE / FUNDING SOURCES

Fire Department / Agency: ido / Hernando County Fire and Emergency Ser
National Provider Identification: 1326044793

Fiscal Year Ended: June 30, 2025

A	1	2	3	4	5	6	
		Qtr 1	Qtr 2	Qtr 3	Qtr 4		
	MEDICAID FEE FOR SERVICE (FFS) REVENUE FROM TRANSPORTS	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	Total	
1.	Medicaid Fee for Service	$ 9,938	$ 7,006	$ 9,370	$ 4,508	$ 30,822	
2.	Medicaid Fee for Service Other - (Specify) *					-	
3.	Medicaid Fee for Service Other - (Specify) *					-	
4.	Medicaid Fee for Service Other - (Specify) *					-	
5.	Medicaid Fee for Service Other - (Specify) *					-	
6.	Medicaid Fee for Service Other - (Specify) *					-	
	Total Medicaid FFS Revenue from Transports (To Sch 9, Line 13)	$ 9,938	$ 7,006	$ 9,370	$ 4,508	$ 30,822	[a]

B	1	2	3	4	5	6	
		Qtr 1	Qtr 2	Qtr 3	Qtr 4		
	OTHER MEDICAID REVENUE FROM TRANSPORTS	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30	Total	
7.	Medicaid Managed Care	$ 84,909	$ 87,841	$ 85,477	$ 90,339	348,568	
8.	Medicaid Managed Care Other - (Specify) **					-	
9.	Medicaid Managed Care Other - (Specify) **					-	
10.	Medicaid Managed Care Other - (Specify) **					-	
11.	Medicaid Managed Care Other - (Specify) **					-	
12.	Medicaid Managed Care Other - (Specify) **					-	
	Total Other Revenue from Medicaid Managed Care Transports	$ 84,909	$ 87,841	$ 85,477	$ 90,339	$ 348,568	[b]

C	1	2	3	4	
	OTHER REVENUE / FUNDING SOURCES	MTS	NON-MTS	Total	
13.	Additional Ambulance Billing Revenue	$ 12,246,188	$-	$ 12,246,188	
14.	Ambulance Fees/Contract	$ 506,678	-	506,678	
15.	Assessment/Tax - HCFR (Only Using Portion of Total)	$ 9,908,052	11,774,115	21,682,167	
16.	Change in Fair Value - Capital Related	$ 1,427,620	408,275	1,835,895	
17.	Donations	$ 15,552	4,448	20,000	
18.	Insurance Proceeds - Capital Asset Damage	$ 3,406	974	4,381	
19.	Interest Earnings	$ 831,265	237,727	1,068,993	
20.	Lease Revenue	$ 42,407	12,128	54,535	
21.	Local Fees - Inspection, Hydrant	$ -	331,885	331,885	
22.	Local Grant	$ 4,081	1,167	5,249	
23.	Local Transfer - From County	$ 44,156	12,628	56,784	
24.	Miscellaneous	$ 31,634	9,047	40,680	
25.	Revenue related to Prior Yr. Expenses	$ 19,321	5,526	24,847	
26.	Sale of Equipment, Scrap - Capital Related	$ 4,751	1,359	6,110	
27.	State Grant - State Funds	$ 194,900	55,738	250,638	
28.	Taxes - Ad Valorem	$ 318	91	409	
29.	Taxes - Ad Valorem - MTS Only	$ 14,475,225	-	14,475,225	
30.	State Grant - MTS Only	$ 246,475	-	246,475	
31.				-	
32.				-	
33.				-	
34.				-	
35.				-	
36.				-	
37.				-	
38.				-	
39.				-	
40.				-	
	Total Other Revenue	$ 40,002,031	$ 12,855,106	$ 52,857,137	[c]
	GRAND TOTAL [a+b+c]			**$ 53,236,527**	

Note: * Line 1 through 6 - Enter payments for FFS transports received from Medicaid. (i.e. Share of Cost, Other Heath Care, Deductibles, etc.)
** Lines 7 through 12 - Enter Medicaid Managed Care revenue from transports Medicaid Managed Care, Medicaid Managed Care other, Other Heath Care, Deductibles, etc.
Lines 13 through 40 - Enter other Revenues received and list the funding sources not identified on lines 1 through 12.

SCHEDULE 9 - FINAL SETTLEMENT CALCULATION

Fire Department / Agency: **ırnando County Fire and Emergency Services Department**
National Provider Identification: **1326044793**
Fiscal Year Ended: **June 30, 2025**

Average Cost per EMT Service

1. Cost of MTS Services (from Sch 2)				$ 31,960,663
2. Indirect Cost Factor Based on MTS Services? (please use drop-down box to select Yes or No) (A)				
3. If no, please enter the total cost to be used for calculating the Indirect Cost		$ -		
4. Indirect Cost Factor Percentage (please see notes below)		0.00%		
5. Administration & General Allocation from Sch 5 (B)			$ 8,420,757	
6. Administration & General to be included				8,420,757
7. Grand Total of MTS Expense (Sum lines 1 thru 4)				$ 40,381,421

8. Number of MTS Transports

		FL Medicaid		Other
		Managed Care	Fee for Service	
Qtr 1	**July 1 through September 30**	461	56	5,858
Qtr 2	**October 1 through December 31**	448	40	5,887
Qtr 3	**January 1 through March 31**	482	55	5,837
Qtr 4	**April 1 through June 30**	498	26	5,850
		1,889	177	23,432

25,498

9. Average Cost per MTS Transports (Line 7/Line 8) $ 1,584

Average Cost per EMT Service

	Qtr 1 July 1 through September 30	Qtr 2 October 1 through December 31	Qtr 3 January 1 through March 31	Qtr 4 April 1 through June 30	Totals
10. Total No. of Medicaid Fee for Service EMT Transports	56	40	55	26	177
11. Total Cost of Medicaid EMT Transports (Line 9 x Line 10)	$ 88,687.72	$ 63,348.37	$ 87,104.01	$ 41,176.44	$ 280,317
12. Less Total Medicaid Revenue from Transports (Fr Sch 8)	$ 9,938.00	$ 7,006.00	$ 9,370.00	$ 4,508.00	$ 30,822.00
13. Net Cost of Transports	$ 78,750	$ 56,342	$ 77,734	$ 36,668	$ 249,495
14. Non Federal Share Reduction	$ 33,689.13	$ 24,103.27	$ 33,254.61	$ 15,686.76	$ 106,733.77
15. Net Federal Participation Amount (FMAP = 57.22%)	$ 45,060.59	$ 32,239.11	$ 44,479.40	$ 20,981.68	$ 142,760.78

(A) If the percentage-based indirect cost factor is elected, review SPA 15-014, Section C, Paragraph 1.b. and submit supporting documentation with the cost report submission.

(B) In most cases, when an Indirect Cost Factor is being applied, there should be no Administration & General cost allocated.

SCHEDULE 10 - NOTES

Fire Department / Agency: **Iernando County Fire and Emergency Services Department** Fiscal Year Ended: **June 30, 2025**
National Provider Identification: **1326044793**

Please identify all contracting arrangements noted on Schedules 1, 2, and 3.

Sch	Line	Contract Arrangements	Amount

Please identify the statistical basis for allocation on Schedules 4 and 5.

Sch	Line	Allocation Basis	Amount
		The allocations in Schedules 4 and 5 are based on the percent of time unit personnel dispatched spend on MTS calls.	
		Please see the accompanying "SUPPORT…xlsx" file for allocation, expenditures, revenue, and transport details.	

If any schedules were left blank, please explain why.

Sch	Explanation

RESOLUTION NO. 2026 - 086

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, RELATING TO HERNANDO COUNTY FIRE AND EMERGENCY SERVICES 2026 EMERGENCY MEDICAL SERVICES (EMS) BILLING RATES AND SPECIAL EVENT RATES; PROVIDING MODIFICATIONS OF THE ESTABLISHED SCHEDULE OF FEES AND RATES TO BE IMPOSED BY THE HERNANDO COUNTY FIRE AND EMERGENCY SERVICES; PROVIDING FOR THE INCORPORATION OF WHEREAS CLAUSES; PROVIDING FOR ADOPTION; PROVIDING PUBIC RECORD AND POSTING; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Hernando County Fire and Emergency Services is responsible for providing emergency response to the community; and

WHEREAS, the Board of County Commissioners of Hernando County desires that a portion of the cost of these services be borne by the users; and

WHEREAS; Hernando County Fire and Emergency Services has determined that modifications are needed to the Emergency Medical Services (EMS) Billing Rates Fee Schedule.

NOW, THEREFORE, BE IT RESOLVED BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS AS FOLLOWS:

Section 1. Incorporated Whereas Clauses. The Whereas clauses contained in this Resolution are true and correct and are incorporated herein by reference.

Section 2. Adoption. The Hernando County Fire and Emergency Services Billing Rates relating to emergency medical services (EMS) billing and special event rates, which are attached hereto and made part hereof by reference as **"EXHIBIT A"**, are hereby adopted in its entirety.

Section 3. Prior Fee Schedule. The prior fee schedule is hereby repealed and replaced by the fees and rates set forth in **"EXHIBIT A"**.

Section 4. Public Record and Posting. This Resolution shall be filed with the Clerk to the Board of County Commissioners of Hernando County, Florida, and the fees and charges and other necessary information related to this Resolution shall be posted on the Hernando County Fire and Emergency Services website.

Section 5. Severability. If any section, subsection, clause, sentence, phrase, or provision

of this Resolution is held unconstitutional or invalid for any reason, the invalidity thereof shall not affect the validity of the remaining portions of this Resolution.

Section 6. Conflicts. Any resolutions, or parts thereof, in conflict with this Resolution are hereby repealed to the extent of such conflict. Any fees not listed in **"EXHIBIT A"** shall remain in effect.

Section 7. Effective Date. This Resolution, which adopts the Hernando County Fire and Emergency Services Billing Rates relating to emergency medical services (EMS) billing and special event rates, shall take effect on **MAY 1, 2026**, and shall remain in effect until such time as this Resolution is repealed, amended, or replaced.

ADOPTED IN REGULAR SESSION THE 28TH DAY OF APRIL 2026.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

Attest: Vrenke Bangs, Deputy Clerk
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Jerry Campbell
Chairman

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Natasha López Perez
County Attorney's Office

Exhibit A

BILLING RATES

Effective May 1, 2026

EMS BILLING:

• Advance Life Support 1 Emergency Services (A0427) (ALS Unit and Assessments and/or One or More ALS Interventions):	$1,584.00
• Advanced Life Support 2 Emergency Services (A0433) (ALS Unit and Assessments/Three Medications/Minimum of One ALS Intervention:	$1,484.00
• Advanced Life Support 1 Transport Services (A029 & A028) (ALS unit and Assessment - Basic Life Support Services):	$1,350.00
• Advanced Life Support 1 Transport Services (A0426) (ALS Unit and Assessment/Scheduled Transport):	$1,400.00
• Mileage (per mile):	$ 15.00
• Rescue Assist (Services without Transport):	$ 154.00
• Wait Time Per Hour (Billed Per 1/4 hour Increments): After the first 30 minutes	$ 204.00

SPECIAL EVENTS:	Hourly Rate
• Dedicated Advanced Life Support Standby (One ALS Ambulance, One Paramedic, One EMT):	$ 188.63
• Dedicated Paramedic Standby (One Paramedic, One Staff Vehicle):	$ 110.54
• Dedicated Chief Officer Standby (One Battalion Chief, One Staff Vehicle):	$ 128.60
• Dedicated Fire Engine Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Fire Engine)	$ 422.21
• Dedicated Ladder Crew Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Ladder Truck)	$ 451.95
• Dedicated Haz Mat Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 314.52
• Dedicated Rescue Boat Response/Standby (One Captain, One Paramedic, One Firefighter, One Boat)	$ 203.88
• Dedicated Tactical Rescue (TRT) Response/Standby (One Captain, One Driver Engineer, One Firefighter, One Semi-Trailer & Truck)	$ 276.38
• Dedicated Brush Truck Response/Standby (One Driver Engineer, One Firefighter, One Brush Truck)	$ 297.51
• Dedicated Tanker Truck Response/Standby (One Driver Engineer, One Firefighter, One Tanker Truck)	$ 269.01

A three-hour minimum is required.

Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

Hernando County Fire Rescue
Special Event Rate Calculations
Per Hour Cost, 3 Hour Minimum

Last updated: 03-24-26

Ladder Crew Response — **$451.95**

Vehicle	Engine, 1500 GPM	FEMA Code	8684	FEMA Rate	$220.55

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Engine Crew Response — **$422.21**

Vehicle	Engine, 1000 gal	FEMA Code	8685	FEMA Rate	$190.81

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Chief Officer Response — **$128.60**

Vehicle	F 250 4x4, 4WD, 1/2 ton	FEMA Code	8810	FEMA Rate	$35.87

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Batallion Chief	$42.53	$63.80	$3.25	$14.97	$1.62	$9.09	$92.73

Haz Mat Response* — **$314.52**

Vehicle	FEMA Code	FEMA Rate
Misc Semi Trailer	8710	$12.40
Truck	8791	$70.72
		$83.12

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$231.40

Rescue Boat Response — **$203.88**

Vehicle	Airboat or Runabout	FEMA Code	8131	FEMA Rate	$20.51

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
FF/Medic 1	$31.62	$47.43	$2.42	$11.13	$1.20	$9.09	$71.27
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$183.37

TRT Response Team* — $276.38

Vehicle	FEMA Code	FEMA Rate
Trailer, enclosed	8643	$48.17
4x4, 3/4 ton	8811	$36.62
		$84.79

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Captain	$41.46	$62.19	$3.17	$14.59	$1.58	$9.09	$90.62
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54		$2.03	$9.34	$1.01	$9.09	$21.47
							$191.59

Brush Truck Response — $297.51

Vehicle	F550, 4x4, 3/4 ton, 500 gal	FEMA Code	8699	FEMA Rate	$156.74

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Tanker Response — $269.01

Vehicle	200 gPM, 2500+ Tender	FEMA Code	8688	FEMA Rate	$128.24

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
Driver Engineer	$35.80	$53.70	$2.74	$12.60	$1.36	$9.09	$79.49
FF/EMT	$26.54	$39.81	$2.03	$9.34	$1.01	$9.09	$61.28
							$140.77

Advanced Life Support Standby - 2 Person — $188.63

Vehicle	GVW 8600 #	FEMA Code	8040	FEMA Rate	$39.28

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$149.35

Dedicated Paramedic Standby - 1 Person — $110.54

Vehicle	Pickup, 1/2 ton	FEMA Code	8810	FEMA Rate	$35.87

Personnel	Hrly Rate	OT Rate	FICA	Retire	W/C	Medical	Hourly Rate
FF Medic	$33.35	$50.03	$2.55	$11.74	$1.27	$9.09	$74.67
							$74.67

Note: Hernando County governmental agencies can request to have the vehicle cost waived and will be considered on a case-by-case basis (approved by HCFR).

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: HCFRD
Prepared By: Louise Galajda
Initiator: Paul Hasenmeier
DOC ID: 17290
Legal Request Number:
Bid/Contract Number:

TITLE

Presentation Regarding Results of Fire Assessment Impact Fee Study to Include City of Brooksville Due to Consolidation of Fire Rescue and Emergency Services for FY 2027 Rate Adjustment

RESULT:	**ADOPTED**
MOVER:	Ryan Amsler
SECONDER:	John Allocco
AYES:	Campbell, Amsler, Allocco and Hawkins
NAYES:	Champion

Fire/EMS Impact Fee Study

April 28, 2026

benesch

Presentation Overview

Background/ Purpose

Technical Study

Next Steps

Background/Purpose

Hernando County:

- Permanent population of approximately **215,700**
- Residential permitting at its highest level since Great Recession (average of **2,000** new units per year over the past five years)

Background/Purpose

Impact Fee Study:

- Hernando County and the City of Brooksville consolidated Fire/EMS services in 2025
- Develop a new Fire/EMS impact fee
- Two Calculated Fee Options:
    1. Consideration of funding from other revenue sources
    2. Policy decision for all capacity projects funded through impact fees

Background/Purpose

Impact Fee Definition:

- One-time capital charge to new development
- Covers the cost of new capital facility capacity
  - Frees up other funds for maintenance/renovations
- Implements the CIP

Background/Purpose

Why Impact Fees?

- Maintain current level-of-service (LOS)
- Calculate the cost of growth
- Potential large developments
- Most needed when:
  - ✓High growth
  - ✓Limited funding

Background/Purpose

Legal Requirements - F.S. 163.31801:

- **Most recent and localized data**
- Minimum of **90-day** notice for any fee increases after adoption
- May not collect prior to building permit
- Rational nexus in the amount of collection and expenditures
- May not use for prior debt or projects unless there is a nexus showing use for need due to new growth
- **In any action challenging the fee, the government has the burden of proof**
- Accounting of impact fee collections & expenditures

Background/Purpose

HB 479 (2024):

- Studies need to be completed and adopted in 12 months
- Studies need to use data available within the past four years

Presentation Overview

Background/ Purpose

Technical Study

Next Steps

Technical Study

Consumption-Based Methodology

- Common methodology used by many Florida jurisdictions
- Charges new growth based on its consumption of capacity
- Fees are calculated at a rate that cannot correct existing deficiencies

Technical Study

Impact Fee Components:

- Inventory
- Service Area
- Level of Service
- Cost Component
- Credit Component
- Demand Component
- Calculated Impact Fee
- Impact Fee Comparison

Fire/EMS

Inventory

- 14 Fire/EMS Stations
  - ✓134,300 square feet
  - ✓40 acres
- Vehicles/Equipment
- Unit Costs:
  - ✓Stations: $700 per square foot
  - ✓Warehouse: $100 per square foot
  - ✓Land: $100,000 per acre

Fire/EMS

Credit Component – Option #1

- To recognize non-impact fee funding contributions toward new capacity by new development
  - ✓Grants
  - ✓Fire Rescue Operating Budget
- Capital Expansion "Cash" Credit
  - ✓Average expenditures of **$2.66 M per year** (FY 21-FY 30)
- Capital Expansion "Debt Service" Credit
  - ✓Outstanding debt service payments: **$7.57 M**
  - ✓Projects: Stations 2, 5, and 6

Fire/EMS

Calculated Impact Fee Schedule (Sample Land Uses)

Land Use	Unit	Functional Residents per Unit	Option #1-Credit for Other Revenue Sources	Option #2-Capacity Projects Fully Funded with Impact Fees
Residential				
Single Family	du	1.68	**$586**	**$908**
Multi Family	du	1.19	**$415**	**$643**
Non-Residential				
Light Industrial	1,000 sf	0.27	**$94**	**$146**
Office	1,000 sf	0.67	**$234**	**$362**
Retail (125k sq ft)	1,000 sfgla	2.65	**$925**	**$1,432**

Fire/EMS

Impact Fee Comparison (Sample Land Uses)

Land Use	Unit	Hernando Calculated		Martin County	Lake County	Polk County	Citrus County	Charlotte County	Manatee County
		Option #1	Option #2						
Study Date	-	**2026**	**2026**	2023	2022	2024	2025	2021	2025
Assessed Portion	-	**N/A**	**N/A**	Varies - SF@100%	Varies - SF@90%	100%	100%	100%	100%
Impact Fee Scope		**Fire/EMS**	**Fire/EMS**	Fire/EMS	Fire/EMS	Fire/EMS	Fire/EMS	Fire/EMS	EMS
Residential									
Single Family (2,000 sf)	du	**$586**	**$908**	$708	$536	$530	$483	$362	$345
Non-Residential									
Light Industrial	1,000 sf	**$94**	**$146**	$18	$161	$171	$93	$92	$93
Office (50,000 sq ft)	1,000 sf	**$234**	**$362**	$120	$322	$306	$317	$270	$197
Retail (125,000 sq ft)	1,000 sfgla	**$925**	**$1,432**	$478	$859	$607	$668	$563	$568

Revenue Projections

Revenue Projections Based on Calculated Impact Fees

*Impact fees phased over **four** years*

Land Use	Average Annual	5-Year Total
Option #1-Credit for Other Revenue Sources		
Low-End	$730,000	$3,650,000
High-End	$1,055,000	$5,275,000
Option #2-Capacity Projects Fully Funded with Impact Fees		
Low-End	$1,055,000	$5,275,000
High-End	$1,525,000	$7,625,000

Revenue Projections

Revenue Projections Based on Calculated Impact Fees

*Impact fees phased over **two** years*

Land Use	Average Annual	5-Year Total
Option #1-Credit for Other Revenue Sources		
Low-End	$807,000	$4,035,000
High-End	$1,166,000	$5,830,000
Option #2-Capacity Projects Fully Funded with Impact Fees		
Low-End	$1,224,000	$6,120,000
High-End	$1,769,000	$8,845,000

Revenue Projections

Revenue Projections Based on Calculated Impact Fees

*Impact fees fully implemented in **Year 1***

Land Use	Average Annual	5-Year Total
Option #1-Credit for Other Revenue Sources		
Low-End	$845,000	$4,225,000
High-End	$1,221,000	$6,105,000
Option #2-Capacity Projects Fully Funded with Impact Fees		
Low-End	$1,309,000	$6,545,000
High-End	$1,892,000	$9,460,000

Presentation Overview

Background/ Purpose

Technical Study

Next Steps

Next Steps

- County Input
- Final Report
- BCC Workshop
- Implementation Process

Questions?
Thank you!

benesch

DRAFT CALCULATIONS -- FOR DISCUSSION PURPOSES ONLY

Calculated Fire Rescue/EMS Impact Fee Schedule - Option 1, Phased over FOUR Years

Recognizes a credit to account for other revenue sources being used to fund capacity expansion projects. This is also the same methodology used to calculate current adopted fire/EMS fees.

Current adopted fees where the units from the 2021 calculated schedule is not consistent with the current adopted fee schedule are highlighted in yellow.

ITE LUC	Land Use	Impact Unit	Calculated Impact Fee	Current Adopted Impact Fee	Percent Change	Phase I	Phase II	Phase III	Phase IV
	RESIDENTIAL								
210	Single Family	du	**$586**	$320	83%	$386.50	$453.00	$519.50	$586.00
220/221/222	Multi-Family	du	**$415**	$234	77%	$279.25	$324.50	$369.75	$415.00
240	Mobile Home	du	**$405**	$244	66%	$284.25	$324.50	$364.75	$405.00
251	Senior Adult Housing (Single Family)	du	**$352**	$246	43%	$272.50	$299.00	$325.50	$352.00
252	Senior Adult Housing (Multi-Family)	du	**$248**	$178	39%	$195.50	$213.00	$230.50	$248.00
	TRANSIENT, ASSISTED, GROUP								
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	**$426**	$250	70%	$294.00	$338.00	$382.00	$426.00
254	Assisted Living	bed	**$373**	$195	91%	$239.50	$284.00	$328.50	$373.00
310	Hotel	room	**$314**	$230	37%	$251.00	$272.00	$293.00	$314.00
320	Motel	room	**$279**	$197	42%	$217.50	$238.00	$258.50	$279.00
620	Nursing Home	bed	**$366**	$218	68%	$255.00	$292.00	$329.00	$366.00
	RECREATIONAL								
416	RV Park	site	**$157**	$93	69%	$109.00	$125.00	$141.00	$157.00
420	Marina	berth	**$42**	$26	62%	$30.00	$34.00	$38.00	$42.00
430	Golf Course*	hole	**$279**	$162	72%	$191.25	$220.50	$249.75	$279.00
445	Movie Theater	screen	**$1,441**	$1,030	40%	$1,132.75	$1,235.50	$1,338.25	$1,441.00
492	Health/Fitness Club	1,000 sf	**$652**	$479	36%	$522.25	$565.50	$608.75	$652.00
	INSTITUTIONAL								
520	Elementary School (Private)**	student	**$35**	$0	-	-	-	-	-
522	Middle School (Private)**	student	**$31**	$0	-	-	-	-	-
525	High School (Private)**	student	**$28**	$0	-	-	-	-	-
540/550	University/Jr College (7,500 or fewer students) (Private)**	student	**$35**	$0	-	-	-	-	-
	University/Jr College (more than 7,500 students) (Private)**	student	**$28**	$0	-	-	-	-	-
560	Public Assembly	1,000 sf	**$147**	$81	81%	$97.50	$114.00	$130.50	$147.00
565	Day Care Center	1,000 sf	**$241**	$161	50%	$181.00	$201.00	$221.00	$241.00
	MEDICAL								
610	Hospital	1,000 sf	**$461**	$258	79%	$308.75	$359.50	$410.25	$461.00
630	Clinic	1,000 sf	**$502**	$298	68%	$349.00	$400.00	$451.00	$502.00
	OFFICE								

710	Office	1,000 sf	**$234**	$195	20%	$204.75	$214.50	$224.25	$234.00
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$345**	$238	45%	$264.75	$291.50	$318.25	$345.00
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$481**	$342	41%	$376.75	$411.50	$446.25	$481.00
	RETAIL								
812	Building Materials/Lumber Store	1,000 sf	**$129**	$107	21%	$112.50	$118.00	$123.50	$129.00
813	Discount Superstore, Free-Standing	1,000 sf	**$827**	$342	142%	$463.25	$584.50	$705.75	$827.00
816	Hardware/Paint Store	1,000 sf	**$80**	$50	60%	$57.50	$65.00	$72.50	$80.00
822	Retail 40,000 sfgla or less	1,000 sfgla	**$687**	$512	34%	$555.75	$599.50	$643.25	$687.00
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	**$925**	$512	81%	$615.25	$718.50	$821.75	$925.00
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$645**	$512	26%	$545.25	$578.50	$611.75	$645.00
840/841	New/Used Auto Sales	1,000 sf	**$513**	$312	64%	$362.25	$412.50	$462.75	$513.00
850	Supermarket	1,000 sf	**$792**	$486	63%	$562.50	$639.00	$715.50	$792.00
851	Convenience Market (24 hour)	1,000 sf	**$1,835**	$1,582	16%	$1,645.25	$1,708.50	$1,771.75	$1,835.00
862	Home Improvement Superstore	1,000 sf	**$628**	$385	63%	$445.75	$506.50	$567.25	$628.00
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	**$586**	$365	61%	$420.25	$475.50	$530.75	$586.00
890	Furniture Store	1,000 sf	**$147**	$64	130%	$84.75	$105.50	$126.25	$147.00
	SERVICES								
912	Bank/Savings Drive-In	1,000 sf	**$488**	$294	66%	$342.50	$391.00	$439.50	$488.00
931	Fine Dining Restaurant	1,000 sf	**$1,971**	$1,144	72%	$1,350.75	$1,557.50	$1,764.25	$1,971.00
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	**$1,846**	$1,076	72%	$1,268.50	$1,461.00	$1,653.50	$1,846.00
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$3,266**	$1,940	68%	$2,271.50	$2,603.00	$2,934.50	$3,266.00
942	Automobile Care Center	1,000 sf	**$454**	$332	37%	$362.50	$393.00	$423.50	$454.00
944	Gas Station w/Convenience Store <2,000 sf	fuel pos.	**$461**	$290	59%	$332.75	$375.50	$418.25	$461.00
945	Gas Station w/Convenience Store 2,000 sf or more	fuel pos.	**$569**	$457	25%	$485.00	$513.00	$541.00	$569.00
947	Self-Service Car Wash	wash stall	**$276**	$191	45%	$212.25	$233.50	$254.75	$276.00
	INDUSTRIAL								
110	General Light Industrial	1,000 sf	**$94**	$95	-1%	$94.00	$94.00	$94.00	$94.00
130	Industrial Park	1,000 sf	**$73**	$69	6%	$70.00	$71.00	$72.00	$73.00
140	Manufacturing	1,000 sf	**$157**	$109	44%	$121.00	$133.00	$145.00	$157.00
150	Warehousing	1,000 sf	**$31**	$22	41%	$24.25	$26.50	$28.75	$31.00
151	Mini-Warehouse	1,000 sf	**$10**	$8	25%	$8.50	$9.00	$9.50	$10.00

Note: du=dwelling unit; sf=square feet; sfgla=square feet of gross leasable area

*Golf course current adopted impact fee per acre ($20) is converted to per hole ($162) based on trips rate ratio from ITE 12th Edition

**County current policy is to exempt school land uses from impact fees

DRAFT CALCULATIONS -- FOR DISCUSSION PURPOSES ONLY

Calculated Fire Rescue/EMS Impact Fee Schedule - Option 2, Phased over FOUR Years

The calculated fees in the table below are based on the assumption that the BOCC will make the policy decision of using only impact fee revenues to fund future fire/EMS capacity addition projects (new fire stations, expansion of fire stations, land purchase, new/additional vehicles and equipment, etc.).

Some jurisdictions that have this policy allow their General Fund to lend to the Impact Fee Account when impact fee revenue balance is not sufficient to build facilities. Impact fee revenues then pay back the General Fund over time. This also needs to be an adopted BOCC policy and preferably included in the ordinance.

Current adopted fees where the units from the 2021 calculated schedule is not consistent with the current adopted fee schedule are highlighted in yellow.

ITE LUC	Land Use	Impact Unit	Calculated Impact Fee	Current Adopted Impact Fee	Percent Change	Phase I	Phase II	Phase III	Phase IV
	RESIDENTIAL								
210	Single Family	du	**$908**	$320	184%	$467.00	$614.00	$761.00	$908.00
220/221/222	Multi-Family	du	**$643**	$234	175%	$336.25	$438.50	$540.75	$643.00
240	Mobile Home	du	**$627**	$244	157%	$339.75	$435.50	$531.25	$627.00
251	Senior Adult Housing (Single Family)	du	**$546**	$246	122%	$321.00	$396.00	$471.00	$546.00
252	Senior Adult Housing (Multi-Family)	du	**$384**	$178	116%	$229.50	$281.00	$332.50	$384.00
	TRANSIENT, ASSISTED, GROUP								
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	**$659**	$250	164%	$352.25	$454.50	$556.75	$659.00
254	Assisted Living	bed	**$578**	$195	196%	$290.75	$386.50	$482.25	$578.00
310	Hotel	room	**$486**	$230	111%	$294.00	$358.00	$422.00	$486.00
320	Motel	room	**$432**	$197	119%	$255.75	$314.50	$373.25	$432.00
620	Nursing Home	bed	**$567**	$218	160%	$305.25	$392.50	$479.75	$567.00
	RECREATIONAL								
416	RV Park	site	**$243**	$93	161%	$130.50	$168.00	$205.50	$243.00
420	Marina	berth	**$65**	$26	150%	$35.75	$45.50	$55.25	$65.00
430	Golf Course*	hole	**$432**	$162	167%	$229.50	$297.00	$364.50	$432.00
445	Movie Theater	screen	**$2,231**	$1,030	117%	$1,330.25	$1,630.50	$1,930.75	$2,231.00
492	Health/Fitness Club	1,000 sf	**$1,010**	$479	111%	$611.75	$744.50	$877.25	$1,010.00
	INSTITUTIONAL								
520	Elementary School (Private)**	student	**$54**	$0	-	-	-	-	-
522	Middle School (Private)**	student	**$49**	$0	-	-	-	-	-
525	High School (Private)**	student	**$43**	$0	-	-	-	-	-
540/550	University/Jr College (7,500 or fewer students) (Private)**	student	**$54**	$0	-	-	-	-	-
	University/Jr College (more than 7,500 students) (Private)**	student	**$43**	$0	-	-	-	-	-

560	Public Assembly	1,000 sf	**$227**	$81	180%	$117.50	$154.00	$190.50	$227.00
565	Day Care Center	1,000 sf	**$373**	$161	132%	$214.00	$267.00	$320.00	$373.00
	MEDICAL								
610	Hospital	1,000 sf	**$713**	$258	176%	$371.75	$485.50	$599.25	$713.00
630	Clinic	1,000 sf	**$778**	$298	161%	$418.00	$538.00	$658.00	$778.00
	OFFICE								
710	Office	1,000 sf	**$362**	$195	86%	$236.75	$278.50	$320.25	$362.00
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$535**	$238	125%	$312.25	$386.50	$460.75	$535.00
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$745**	$342	118%	$442.75	$543.50	$644.25	$745.00
	RETAIL								
812	Building Materials/Lumber Store	1,000 sf	**$200**	$107	87%	$130.25	$153.50	$176.75	$200.00
813	Discount Superstore, Free-Standing	1,000 sf	**$1,280**	$342	274%	$576.50	$811.00	$1,045.50	$1,280.00
816	Hardware/Paint Store	1,000 sf	**$124**	$50	148%	$68.50	$87.00	$105.50	$124.00
822	Retail 40,000 sfgla or less	1,000 sfgla	**$1,064**	$512	108%	$650.00	$788.00	$926.00	$1,064.00
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	**$1,432**	$512	180%	$742.00	$972.00	$1,202.00	$1,432.00
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$999**	$512	95%	$633.75	$755.50	$877.25	$999.00
840/841	New/Used Auto Sales	1,000 sf	**$794**	$312	154%	$432.50	$553.00	$673.50	$794.00
850	Supermarket	1,000 sf	**$1,226**	$486	152%	$671.00	$856.00	$1,041.00	$1,226.00
851	Convenience Market (24 hour)	1,000 sf	**$2,842**	$1,582	80%	$1,897.00	$2,212.00	$2,527.00	$2,842.00
862	Home Improvement Superstore	1,000 sf	**$972**	$385	152%	$531.75	$678.50	$825.25	$972.00
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	**$908**	$365	149%	$500.75	$636.50	$772.25	$908.00
890	Furniture Store	1,000 sf	**$227**	$64	255%	$104.75	$145.50	$186.25	$227.00
	SERVICES								
912	Bank/Savings Drive-In	1,000 sf	**$756**	$294	157%	$409.50	$525.00	$640.50	$756.00
931	Fine Dining Restaurant	1,000 sf	**$3,052**	$1,144	167%	$1,621.00	$2,098.00	$2,575.00	$3,052.00
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	**$2,858**	$1,076	166%	$1,521.50	$1,967.00	$2,412.50	$2,858.00
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$5,056**	$1,940	161%	$2,719.00	$3,498.00	$4,277.00	$5,056.00
942	Automobile Care Center	1,000 sf	**$702**	$332	111%	$424.50	$517.00	$609.50	$702.00
944	Gas Station w/Convenience Store <2,000 sf	fuel pos.	**$713**	$290	146%	$395.75	$501.50	$607.25	$713.00
945	Gas Station w/Convenience Store 2,000 sf or more	fuel pos.	**$881**	$457	93%	$563.00	$669.00	$775.00	$881.00
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110	General Light Industrial	1,000 sf	**$146**	$95	54%	$107.75	$120.50	$133.25	$146.00
130	Industrial Park	1,000 sf	**$113**	$69	64%	$80.00	$91.00	$102.00	$113.00
140	Manufacturing	1,000 sf	**$243**	$109	123%	$142.50	$176.00	$209.50	$243.00
150	Warehousing	1,000 sf	**$49**	$22	123%	$28.75	$35.50	$42.25	$49.00
151	Mini-Warehouse	1,000 sf	**$16**	$8	100%	$10.00	$12.00	$14.00	$16.00

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565	Day Care Center	1,000 sf	**$241**	$161	50%	$201.00	$241.00
	MEDICAL						
610	Hospital	1,000 sf	**$461**	$258	79%	$359.50	$461.00
630	Clinic	1,000 sf	**$502**	$298	68%	$400.00	$502.00
	OFFICE						

710	Office	1,000 sf	**$234**	$195	20%	$214.50	$234.00
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$345**	$238	45%	$291.50	$345.00
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$481**	$342	41%	$411.50	$481.00
	RETAIL						
812	Building Materials/Lumber Store	1,000 sf	**$129**	$107	21%	$118.00	$129.00
813	Discount Superstore, Free-Standing	1,000 sf	**$827**	$342	142%	$584.50	$827.00
816	Hardware/Paint Store	1,000 sf	**$80**	$50	60%	$65.00	$80.00
822	Retail 40,000 sfgla or less	1,000 sfgla	**$687**	$512	34%	$599.50	$687.00
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	**$925**	$512	81%	$718.50	$925.00
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$645**	$512	26%	$578.50	$645.00
840/841	New/Used Auto Sales	1,000 sf	**$513**	$312	64%	$412.50	$513.00
850	Supermarket	1,000 sf	**$792**	$486	63%	$639.00	$792.00
851	Convenience Market (24 hour)	1,000 sf	**$1,835**	$1,582	16%	$1,708.50	$1,835.00
862	Home Improvement Superstore	1,000 sf	**$628**	$385	63%	$506.50	$628.00
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	**$586**	$365	61%	$475.50	$586.00
890	Furniture Store	1,000 sf	**$147**	$64	130%	$105.50	$147.00
	SERVICES						
912	Bank/Savings Drive-In	1,000 sf	**$488**	$294	66%	$391.00	$488.00
931	Fine Dining Restaurant	1,000 sf	**$1,971**	$1,144	72%	$1,557.50	$1,971.00
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	**$1,846**	$1,076	72%	$1,461.00	$1,846.00
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$3,266**	$1,940	68%	$2,603.00	$3,266.00
942	Automobile Care Center	1,000 sf	**$454**	$332	37%	$393.00	$454.00
944	Gas Station w/Convenience Store <2,000 sf	fuel pos.	**$461**	$290	59%	$375.50	$461.00
945	Gas Station w/Convenience Store 2,000 sf or more	fuel pos.	**$569**	$457	25%	$513.00	$569.00
947	Self-Service Car Wash	wash stall	**$276**	$191	45%	$233.50	$276.00
	INDUSTRIAL						
110	General Light Industrial	1,000 sf	**$94**	$95	-1%	$94.00	$94.00
130	Industrial Park	1,000 sf	**$73**	$69	6%	$71.00	$73.00
140	Manufacturing	1,000 sf	**$157**	$109	44%	$133.00	$157.00
150	Warehousing	1,000 sf	**$31**	$22	41%	$26.50	$31.00
151	Mini-Warehouse	1,000 sf	**$10**	$8	25%	$9.00	$10.00

Note: du=dwelling unit; sf=square feet; sfgla=square feet of gross leasable area

*Golf course current adopted impact fee per acre ($20) is converted to per hole ($162) based on trips rate ratio from ITE 12th Edition

**County current policy is to exempt school land uses from impact fees

DRAFT CALCULATIONS -- FOR DISCUSSION PURPOSES ONLY

Calculated Fire Rescue/EMS Impact Fee Schedule - Option 2, Phased over TWO Years

The calculated fees in the table below are based on the assumption that the BOCC will make the policy decision of using only impact fee revenues to fund future fire/EMS capacity addition projects (new fire stations, expansion of fire stations, land purchase, new/additional vehicles and equipment, etc.).

Some jurisdictions that have this policy allow their General Fund to lend to the Impact Fee Fund when impact fee revenue balance is not sufficient to build facilities. Impact fee revenues then pay back the General Fund over time. This also needs to be an adopted BOCC policy and preferably included in the ordinance.

Current adopted fees where the units from the 2021 calculated schedule is not consistent with the current adopted fee schedule are highlighted in yellow.

ITE LUC	Land Use	Impact Unit	Calculated Impact Fee	Current Adopted Impact Fee	Percent Change	Phase I	Phase II
	RESIDENTIAL						
210	Single Family	du	**$908**	$320	184%	$614.00	$908.00
220/221/222	Multi-Family	du	**$643**	$234	175%	$438.50	$643.00
240	Mobile Home	du	**$627**	$244	157%	$435.50	$627.00
251	Senior Adult Housing (Single Family)	du	**$546**	$246	122%	$396.00	$546.00
252	Senior Adult Housing (Multi-Family)	du	**$384**	$178	116%	$281.00	$384.00
	TRANSIENT, ASSISTED, GROUP						
253/255	Congregate Care Facility/Continuing Care Retirement Center	du	**$659**	$250	164%	$454.50	$659.00
254	Assisted Living	bed	**$578**	$195	196%	$386.50	$578.00
310	Hotel	room	**$486**	$230	111%	$358.00	$486.00
320	Motel	room	**$432**	$197	119%	$314.50	$432.00
620	Nursing Home	bed	**$567**	$218	160%	$392.50	$567.00
	RECREATIONAL						
416	RV Park	site	**$243**	$93	161%	$168.00	$243.00
420	Marina	berth	**$65**	$26	150%	$45.50	$65.00
430	Golf Course*	hole	**$432**	$162	167%	$297.00	$432.00
445	Movie Theater	screen	**$2,231**	$1,030	117%	$1,630.50	$2,231.00
492	Health/Fitness Club	1,000 sf	**$1,010**	$479	111%	$744.50	$1,010.00
	INSTITUTIONAL						
520	Elementary School (Private)**	student	**$54**	$0	-	-	-
522	Middle School (Private)**	student	**$49**	$0	-	-	-
525	High School (Private)**	student	**$43**	$0	-	-	-
540/550	University/Jr College (7,500 or fewer students) (Private)**	student	**$54**	$0	-	-	-
	University/Jr College (more than 7,500 students) (Private)**	student	**$43**	$0	-	-	-

560	Public Assembly	1,000 sf	**$227**	$81	180%	$154.00	$227.00
565	Day Care Center	1,000 sf	**$373**	$161	132%	$267.00	$373.00
	MEDICAL						
610	Hospital	1,000 sf	**$713**	$258	176%	$485.50	$713.00
630	Clinic	1,000 sf	**$778**	$298	161%	$538.00	$778.00
	OFFICE						
710	Office	1,000 sf	**$362**	$195	86%	$278.50	$362.00
720	Medical Office/Clinic 10,000 sq ft or less	1,000 sf	**$535**	$238	125%	$386.50	$535.00
	Medical Office/Clinic greater than 10,000 sq ft	1,000 sf	**$745**	$342	118%	$543.50	$745.00
	RETAIL						
812	Building Materials/Lumber Store	1,000 sf	**$200**	$107	87%	$153.50	$200.00
813	Discount Superstore, Free-Standing	1,000 sf	**$1,280**	$342	274%	$811.00	$1,280.00
816	Hardware/Paint Store	1,000 sf	**$124**	$50	148%	$87.00	$124.00
822	Retail 40,000 sfgla or less	1,000 sfgla	**$1,064**	$512	108%	$788.00	$1,064.00
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	**$1,432**	$512	180%	$972.00	$1,432.00
820	Retail greater than 150,000 sfgla	1,000 sfgla	**$999**	$512	95%	$755.50	$999.00
840/841	New/Used Auto Sales	1,000 sf	**$794**	$312	154%	$553.00	$794.00
850	Supermarket	1,000 sf	**$1,226**	$486	152%	$856.00	$1,226.00
851	Convenience Market (24 hour)	1,000 sf	**$2,842**	$1,582	80%	$2,212.00	$2,842.00
862	Home Improvement Superstore	1,000 sf	**$972**	$385	152%	$678.50	$972.00
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	**$908**	$365	149%	$636.50	$908.00
890	Furniture Store	1,000 sf	**$227**	$64	255%	$145.50	$227.00
	SERVICES						
912	Bank/Savings Drive-In	1,000 sf	**$756**	$294	157%	$525.00	$756.00
931	Fine Dining Restaurant	1,000 sf	**$3,052**	$1,144	167%	$2,098.00	$3,052.00
932	High-Turnover (Sit-Down) Restaurant	1,000 sf	**$2,858**	$1,076	166%	$1,967.00	$2,858.00
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	**$5,056**	$1,940	161%	$3,498.00	$5,056.00
942	Automobile Care Center	1,000 sf	**$702**	$332	111%	$517.00	$702.00
944	Gas Station w/Convenience Store <2,000 sf	fuel pos.	**$713**	$290	146%	$501.50	$713.00
945	Gas Station w/Convenience Store 2,000 sf or more	fuel pos.	**$881**	$457	93%	$669.00	$881.00
947	Self-Service Car Wash	wash stall	**$427**	$191	124%	$309.00	$427.00
	INDUSTRIAL						
110	General Light Industrial	1,000 sf	**$146**	$95	54%	$120.50	$146.00
130	Industrial Park	1,000 sf	**$113**	$69	64%	$91.00	$113.00
140	Manufacturing	1,000 sf	**$243**	$109	123%	$176.00	$243.00
150	Warehousing	1,000 sf	**$49**	$22	123%	$35.50	$49.00
151	Mini-Warehouse	1,000 sf	**$16**	$8	100%	$12.00	$16.00

Note: du=dwelling unit; sf=square feet; sfgla=square feet of gross leasable area

*Golf course current adopted impact fee per acre ($20) is converted to per hole ($162) based on trips rate ratio from ITE 12th Edition

**County current policy is to exempt school land uses from impact fees

Select Year: 2025 Go

The 2025 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

View Entire Chapter

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g)1. A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

a. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

b. The local government jurisdiction has held at least two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

c. The impact fee increase ordinance is approved by a unanimous vote of the governing body.

2. An impact fee increase approved under this paragraph must be implemented in at least two but not more than four equal annual increments beginning with the date on which the impact fee increase ordinance is adopted.

3. A local government may not increase an impact fee rate beyond the phase-in limitations under this paragraph if the local government has not increased the impact fee within the past 5 years. Any year in which the local government is prohibited from increasing an impact fee because the jurisdiction is in a hurricane disaster area is not included in the 5-year period.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road

impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

(14) A local government, school district, or special district may not assess an impact fee for the reconstruction or replacement of a previously existing structure if the replacement structure is of the same land use as the original structure and does not increase the impact on public facilities beyond that of the original structure. However, if the replacement structure increases the demand on public facilities due to a significant increase in size, intensity, or capacity of use, a local government, school district, or special district may assess an impact fee in an amount proportional to the difference in the demand between the replacement structure and the original structure. Any such fee must be reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the reconstruction or replacement of a previously existing structure.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-266; s. 4, ch. 2025-177; s. 3, ch. 2025-190.

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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: HCFRD
Prepared By: Louise Galajda
Initiator: Paul Hasenmeier
DOC ID: 17289
Legal Request Number:
Bid/Contract Number:

TITLE

Presentation Regarding Fire Assessment Municipal Service Benefit Unit Rates for FY 2027

Hernando County, FL

Fire Assessment Update

April 2026

RAFTELIS

1620

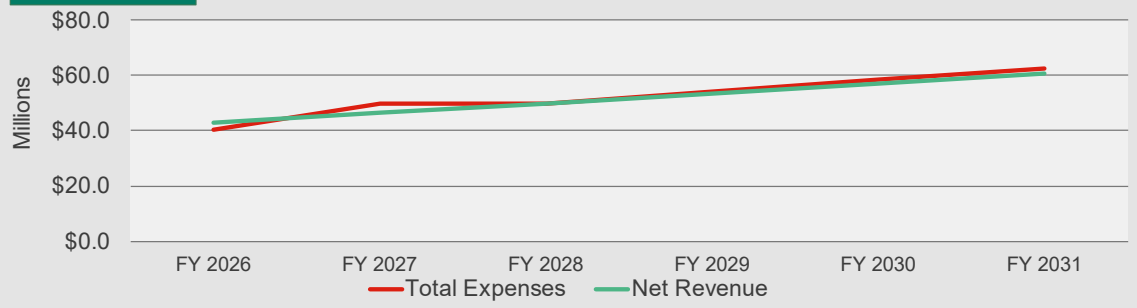
Scenarios including Debt Service

- These scenarios assume debt service issued for additional Fire Stations
- Baseline – 5.75% Rate Adjustments
    - All scenarios compared to baseline in black bars
- 4.5% Rate Adjustments

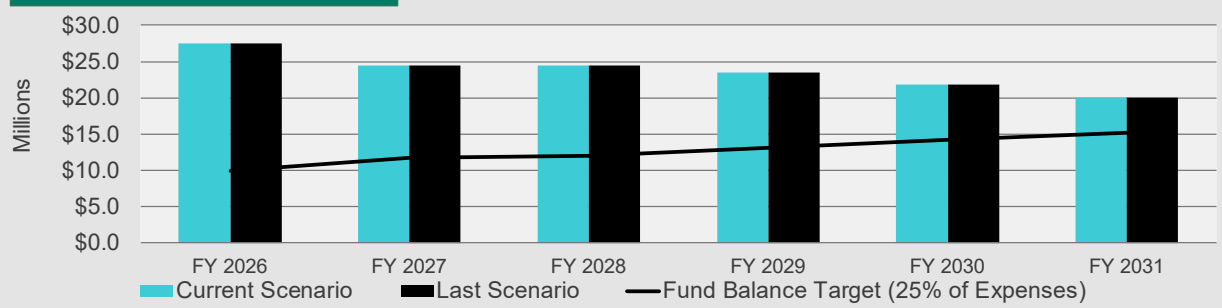
FINANCIAL PLAN

Calculate Save

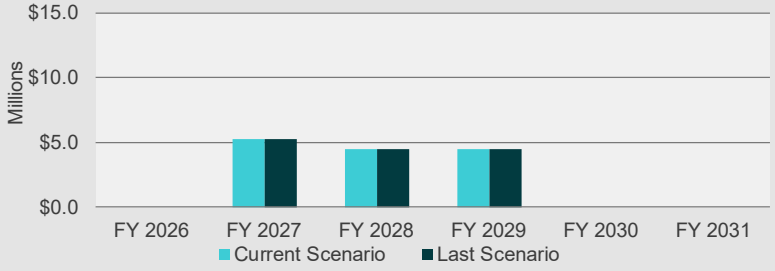
CASH FLOW



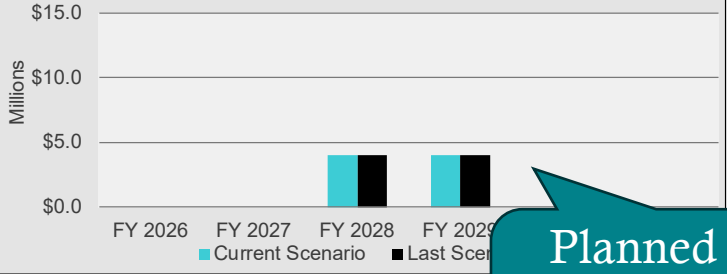
End of Year Fund Balance



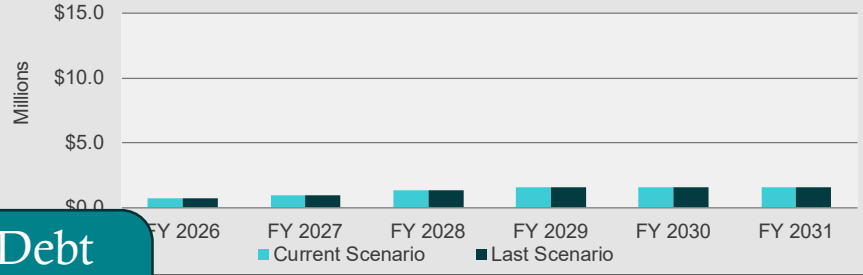
Capital Projects



Proposed Debt Issuances



Annual Debt Service



Planned Debt Financing for new stations

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Billed Assessment Revenues	$ 42,939,905	$ 46,043,114	$ 49,247,326	$ 52,667,793	$ 56,318,790
Base Fee (1)	$ 3,416,828	$ 3,663,758	$ 3,918,724	$ 4,190,899	$ 4,481,417
Comm. Fire Inspection Fee (1)	$ 667,374	$ 715,604	$ 765,404	$ 818,565	$ 875,309
Billed Assessment Revenues	**$ 47,024,108**	**$ 50,422,475**	**$ 53,931,455**	**$ 57,677,257**	**$ 61,675,516**
Less: Discount for 95% Revenue (2)	$ (2,351,205)	$ (2,521,124)	$ (2,696,573)	$ (2,883,863)	$ (3,083,776)
Total Assessment Revenue	**$ 44,672,902**	**$ 47,901,352**	**$ 51,234,882**	**$ 54,793,394**	**$ 58,591,740**
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595
Total MSBU Revenues	**$ 46,700,088**	**$ 49,970,715**	**$ 53,347,839**	**$ 56,951,411**	**$ 60,796,335**
Total Expenses	$ 49,688,135	$ 49,961,045	$ 54,316,795	$ 58,604,940	$ 62,534,185
Net Income	**$ (2,988,047)**	**$ 9,670**	**$ (968,956)**	**$ (1,653,529)**	**$ (1,737,850)**

Discount = 5.0%

5.75% Annual Rate Adjustments

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	5.75%	5.75%	5.75%	5.75%	5.75%
% New Development Growth		1.4%	1.1%	1.1%	1.1%
2027 % Cost Recovery	96.01%				

CIP Funding Scenarios	
Fire Station US 19 & Atlanta	FY 2027
Fire Station (County Line)	FY 2028
Fire Station (Lockhart & 50)	FY 2029

5.75%	96.01%
5.00%	95.27%
4.50%	94.78%

Debt Assumption: P & I

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Assessment Rate Projections – 5.75%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 111.954	$ 118.391	$ 125.199	$ 132.398	$ 140.011
Residential	Unit	$ 337.024	$ 344.384	$ 364.186	$ 385.127	$ 407.272	$ 430.690
Commercial	Sq. Ft.	$ 0.202	$ 0.244	$ 0.258	$ 0.273	$ 0.289	$ 0.305
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.580	$ 1.671	$ 1.767	$ 1.869	$ 1.976
Churches	Sq. Ft.	$ 0.154	$ 0.152	$ 0.161	$ 0.170	$ 0.180	$ 0.190
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.093	$ 0.098	$ 0.104	$ 0.110	$ 0.116
Government	Sq. Ft.	$ 0.217	$ 0.188	$ 0.199	$ 0.210	$ 0.222	$ 0.235
Agricultural Buildings	Sq. Ft.	$ -	$ 0.127	$ 0.134	$ 0.142	$ 0.150	$ 0.159
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 32.00	$ 33.84	$ 35.79	$ 37.84
Commercial Inspection Fee		$ 165.03	$ 174.52	$ 184.56	$ 195.17	$ 206.39	$ 218.26
% Change in Assessment Revenue:			5.75%	5.75%	5.75%	5.75%	5.75%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 5.75%. Rates are adjusted across-the-board at 5.75% for FY 2028 and beyond.

Assessment Rate Projections – 5.75%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 111.954	$ 118.391	$ 125.199	$ 132.398	$ 140.011
Residential	Unit	$ 337.024	$ 344.384	$ 364.186	$ 385.127	$ 407.272	$ 430.690
Commercial	Sq. Ft.	$ 0.202	$ 0.244	$ 0.258	$ 0.273	$ 0.289	$ 0.305
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.580	$ 1.671	$ 1.767	$ 1.869	$ 1.976
Churches	Sq. Ft.	$ 0.154	$ 0.152	$ 0.161	$ 0.170	$ 0.180	$ 0.190
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.093	$ 0.098	$ 0.104	$ 0.110	$ 0.116
Government	Sq. Ft.	$ 0.217	$ 0.188	$ 0.199	$ 0.210	$ 0.222	$ 0.235
Agricultural Buildings	Sq. Ft.	$ -	$ 0.127	$ 0.134	$ 0.142	$ 0.150	$ 0.159
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Commercial Inspection Fee		$ 165.03	$ 174.52	$ 184.56	$ 195.17	$ 206.39	$ 218.26
% Change in Assessment Revenue:			5.75%	5.75%	5.75%	5.75%	5.75%

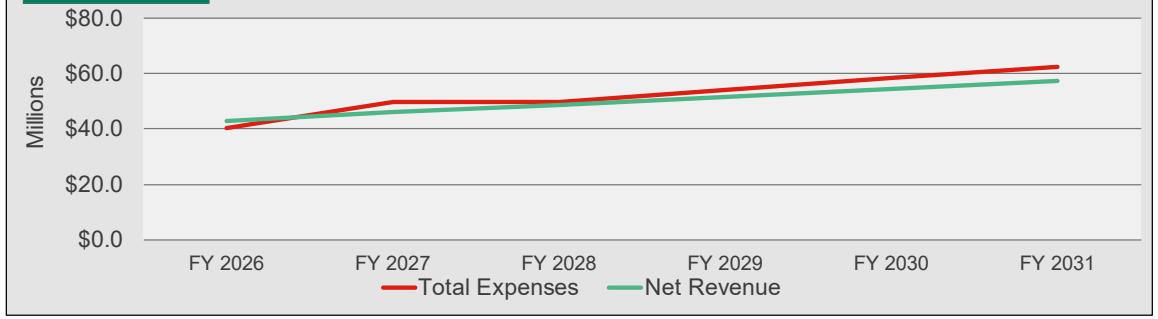
		% Change				
Assessment Property Class	Unit Type	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	30.5%	5.75%	5.75%	5.75%	5.75%
Residential	Unit	2.2%	5.75%	5.75%	5.75%	5.75%
Commercial	Sq. Ft.	20.8%	5.75%	5.75%	5.75%	5.75%
Hospitals & Nursing Homes	Sq. Ft.	-8.5%	5.75%	5.75%	5.75%	5.75%
Churches	Sq. Ft.	-1.3%	5.75%	5.75%	5.75%	5.75%
Industrial/Warehouse	Sq. Ft.	16.3%	5.75%	5.75%	5.75%	5.75%
Government	Sq. Ft.	-13.4%	5.75%	5.75%	5.75%	5.75%
Agricultural Buildings	Sq. Ft.		5.75%	5.75%	5.75%	5.75%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 5.75%. Rates are adjusted across-the-board at 5.75% for FY 2028 and beyond.

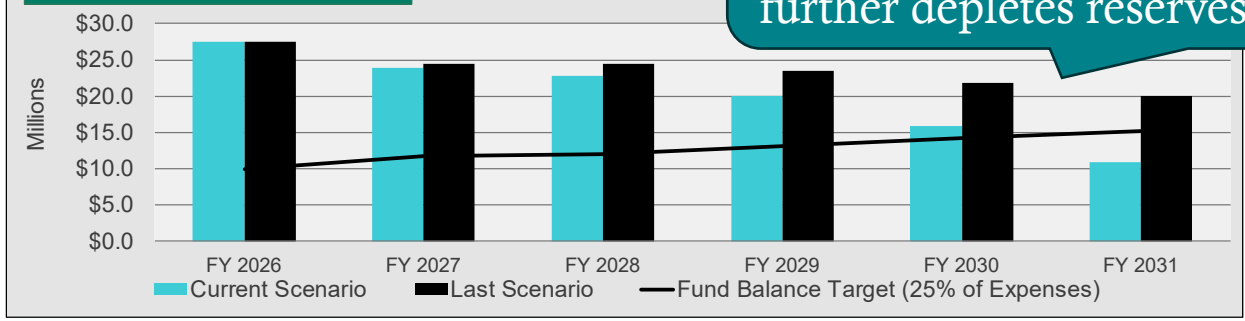
FINANCIAL PLAN

Lower rate adjustments vs. baseline (black) further depletes reserves

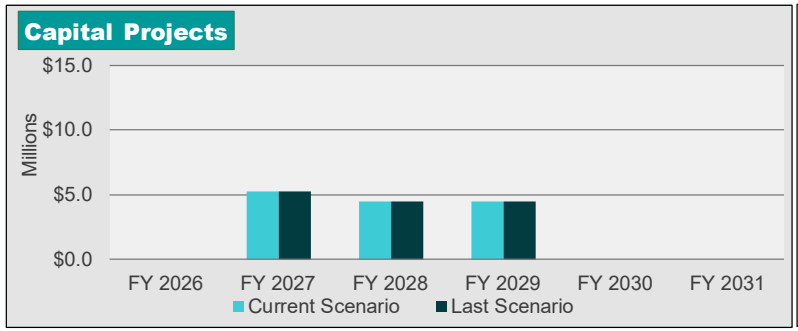
CASH FLOW



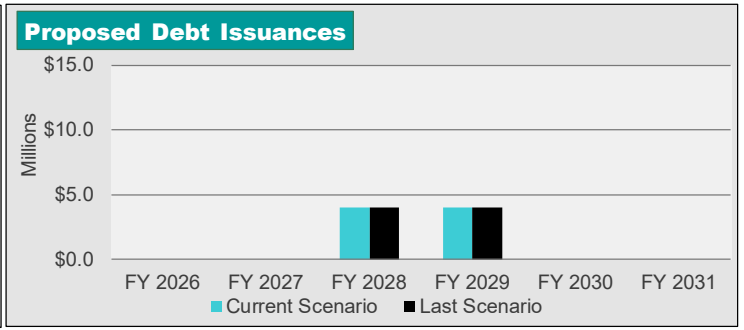
End of Year Fund Balance



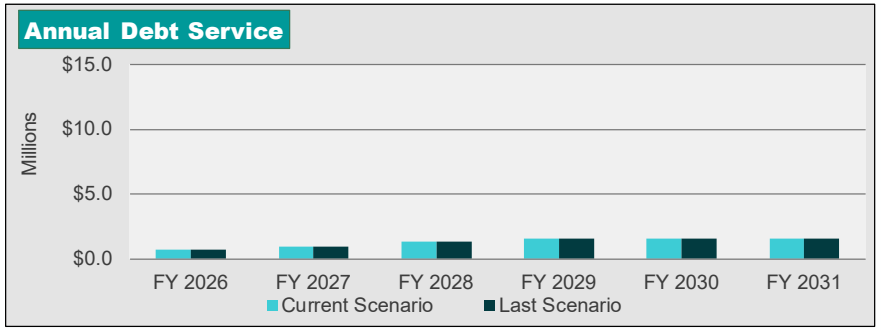
Capital Projects



Proposed Debt Issuances



Annual Debt Service



	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 42,391,668	$ 44,917,960	$ 47,475,976	$ 50,173,256	$ 53,017,152	
Base Fee (1)	$ 3,416,828	$ 3,620,451	$ 3,826,631	$ 4,044,035	$ 4,273,257	
Comm. Fire Inspection Fee (1)	$ 659,481	$ 698,782	$ 738,577	$ 780,538	$ 824,780	
Billed Assessment Revenues	**$ 46,467,977**	**$ 49,237,193**	**$ 52,041,184**	**$ 54,997,829**	**$ 58,115,189**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,323,399)	$ (2,461,860)	$ (2,602,059)	$ (2,749,891)	$ (2,905,759)	**5.0%**
Total Assessment Revenue	**$ 44,144,578**	**$ 46,775,333**	**$ 49,439,125**	**$ 52,247,938**	**$ 55,209,430**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 46,171,764**	**$ 48,844,697**	**$ 51,552,082**	**$ 54,405,954**	**$ 57,414,025**	
Total Expenses	$ 49,688,135	$ 49,949,660	$ 54,292,857	$ 58,567,193	$ 62,481,276	
Net Income	**$ (3,516,371)**	**$ (1,104,963)**	**$ (2,740,776)**	**$ (4,161,239)**	**$ (5,067,251)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**4.50%**	**4.50%**	**4.50%**	**4.50%**	**4.50%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**94.78%**				

4.50% Annual Rate Adjustments

CIP Funding Scenarios	
Fire Station US 19 & Atlanta	FY 2027
Fire Station (County Line)	FY 2028
Fire Station (Lockhart & 50)	FY 2029

5.75%	96.01%
5.00%	95.27%
4.50%	94.78%

Debt Assumption	P & I

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Assessment Rate Projections – 4.5%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 110.540	$ 115.514	$ 120.712	$ 126.145	$ 131.821
Residential	Unit	$ 337.024	$ 340.033	$ 355.334	$ 371.325	$ 388.034	$ 405.496
Commercial	Sq. Ft.	$ 0.202	$ 0.241	$ 0.252	$ 0.263	$ 0.275	$ 0.287
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.560	$ 1.630	$ 1.704	$ 1.780	$ 1.860
Churches	Sq. Ft.	$ 0.154	$ 0.150	$ 0.157	$ 0.164	$ 0.171	$ 0.179
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.091	$ 0.095	$ 0.099	$ 0.104	$ 0.109
Government	Sq. Ft.	$ 0.217	$ 0.186	$ 0.194	$ 0.203	$ 0.212	$ 0.222
Agricultural Buildings	Sq. Ft.	$ -	$ 0.126	$ 0.132	$ 0.138	$ 0.144	$ 0.150
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 31.62	$ 33.04	$ 34.53	$ 36.09
Commercial Inspection Fee		$ 165.03	$ 172.46	$ 180.22	$ 188.33	$ 196.80	$ 205.66
% Change in Assessment Revenue:			4.50%	4.50%	4.50%	4.50%	4.50%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 4.5%. Rates are adjusted across-the-board at 4.5% for FY 2028 and beyond.

Assessment Rate Projections – 4.5%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 110.540	$ 115.514	$ 120.712	$ 126.145	$ 131.821
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Commercial Inspection Fee		$ 165.03	$ 172.46	$ 180.22	$ 188.33	$ 196.80	$ 205.66
% Change in Assessment Revenue:			4.50%	4.50%	4.50%	4.50%	4.50%

Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	28.8%	4.50%	4.50%	4.50%	4.50%
Residential	Unit	0.9%	4.50%	4.50%	4.50%	4.50%
Commercial	Sq. Ft.	19.3%	4.50%	4.50%	4.50%	4.50%
Hospitals & Nursing Homes	Sq. Ft.	-9.6%	4.50%	4.50%	4.50%	4.50%
Churches	Sq. Ft.	-2.6%	4.50%	4.50%	4.50%	4.50%
Industrial/Warehouse	Sq. Ft.	13.8%	4.50%	4.50%	4.50%	4.50%
Government	Sq. Ft.	-14.3%	4.50%	4.50%	4.50%	4.50%
Agricultural Buildings	Sq. Ft.		4.50%	4.50%	4.50%	4.50%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 4.5%. Rates are adjusted across-the-board at 4.5% for FY 2028 and beyond.

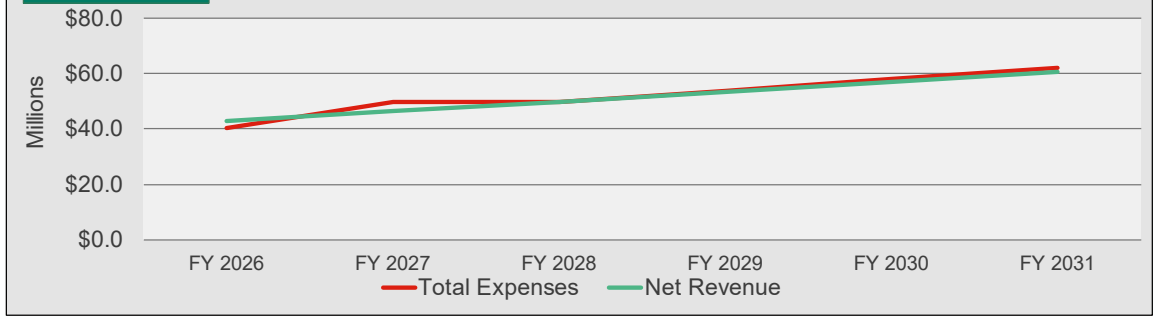
Scenarios without Debt Service

- These scenarios assume impact fee or other funding for additional Fire Stations
- All scenarios compared to prior baseline (5.75% with debt service) in black bars
- 5.75% Rate Adjustments
- 4.5% Rate Adjustments

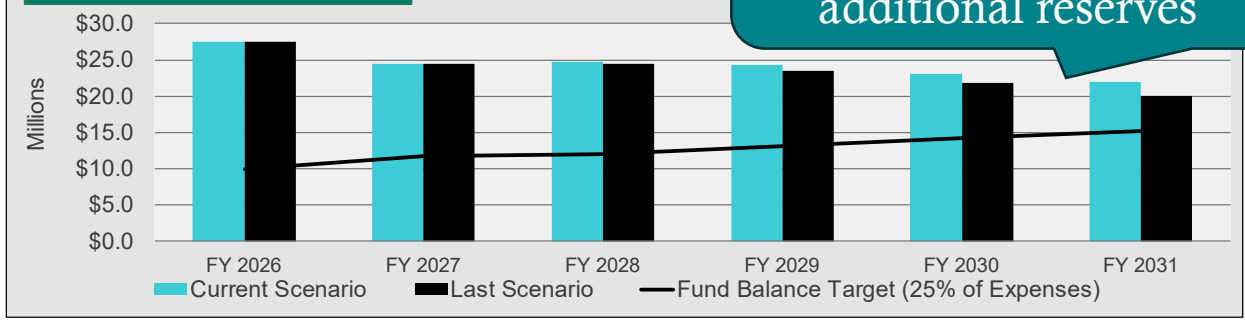
FINANCIAL PLAN

Savings from annual debt service provides additional reserves

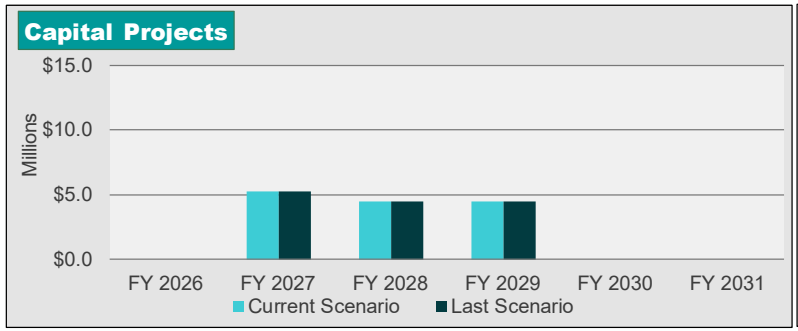
CASH FLOW



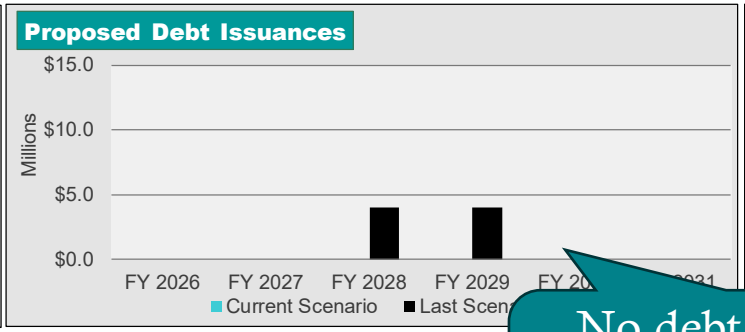
End of Year Fund Balance



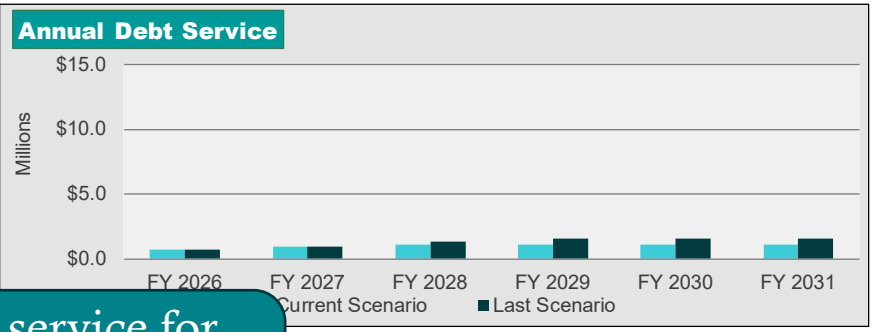
Capital Projects



Proposed Debt Issuances



Annual Debt Service



No debt service for new stations, last plan includes debt service

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Billed Assessment Revenues	$ 42,939,905	$ 46,043,114	$ 49,247,326	$ 52,667,793	$ 56,318,790
Base Fee (1)	$ 3,416,828	$ 3,663,758	$ 3,918,724	$ 4,190,899	$ 4,481,417
Comm. Fire Inspection Fee (1)	$ 667,374	$ 715,604	$ 765,404	$ 818,565	$ 875,309
Billed Assessment Revenues	**$ 47,024,108**	**$ 50,422,475**	**$ 53,931,455**	**$ 57,677,257**	**$ 61,675,516**
Less: Discount for 95% Revenue (2)	$ (2,351,205)	$ (2,521,124)	$ (2,696,573)	$ (2,883,863)	$ (3,083,776)
Total Assessment Revenue	**$ 44,672,902**	**$ 47,901,352**	**$ 51,234,882**	**$ 54,793,394**	**$ 58,591,740**
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595
Total MSBU Revenues	**$ 46,700,088**	**$ 49,970,715**	**$ 53,347,839**	**$ 56,951,411**	**$ 60,796,335**
Total Expenses	$ 49,688,135	$ 49,700,839	$ 53,796,383	$ 58,084,528	$ 62,013,774
Net Income	**$ (2,988,047)**	**$ 269,876**	**$ (448,545)**	**$ (1,133,118)**	**$ (1,217,439)**

Discount - 5.0%

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	5.75%	5.75%	5.75%	5.75%	5.75%
% New Development Growth		1.4%	1.1%	1.1%	1.1%
2027 % Cost Recovery	96.01%				

5.75% Annual Rate Adjustments

CIP Funding Scenarios	
e Station US 19 & Atlanta	FY 2027
Fire Station (County Line)	FY 2028
Fire Station (Lockhart & 50)	FY 2029

5.75%	96.01%
5.00%	95.27%
4.50%	94.78%

Debt Assumption	P & I

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
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Assessment Rate Projections – 5.75%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 111.954	$ 118.391	$ 125.199	$ 132.398	$ 140.011
Residential	Unit	$ 337.024	$ 344.384	$ 364.186	$ 385.127	$ 407.272	$ 430.690
Commercial	Sq. Ft.	$ 0.202	$ 0.244	$ 0.258	$ 0.273	$ 0.289	$ 0.305
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.580	$ 1.671	$ 1.767	$ 1.869	$ 1.976
Churches	Sq. Ft.	$ 0.154	$ 0.152	$ 0.161	$ 0.170	$ 0.180	$ 0.190
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.093	$ 0.098	$ 0.104	$ 0.110	$ 0.116
Government	Sq. Ft.	$ 0.217	$ 0.188	$ 0.199	$ 0.210	$ 0.222	$ 0.235
Agricultural Buildings	Sq. Ft.	$ -	$ 0.127	$ 0.134	$ 0.142	$ 0.150	$ 0.159
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 32.00	$ 33.84	$ 35.79	$ 37.84
Commercial Inspection Fee		$ 165.03	$ 174.52	$ 184.56	$ 195.17	$ 206.39	$ 218.26
% Change in Assessment Revenue:			5.75%	5.75%	5.75%	5.75%	5.75%

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% Change in Assessment Revenue:			5.75%	5.75%	5.75%	5.75%	5.75%

Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	30.5%	5.75%	5.75%	5.75%	5.75%
Residential	Unit	2.2%	5.75%	5.75%	5.75%	5.75%
Commercial	Sq. Ft.	20.8%	5.75%	5.75%	5.75%	5.75%
Hospitals & Nursing Homes	Sq. Ft.	-8.5%	5.75%	5.75%	5.75%	5.75%
Churches	Sq. Ft.	-1.3%	5.75%	5.75%	5.75%	5.75%
Industrial/Warehouse	Sq. Ft.	16.3%	5.75%	5.75%	5.75%	5.75%
Government	Sq. Ft.	-13.4%	5.75%	5.75%	5.75%	5.75%
Agricultural Buildings	Sq. Ft.		5.75%	5.75%	5.75%	5.75%

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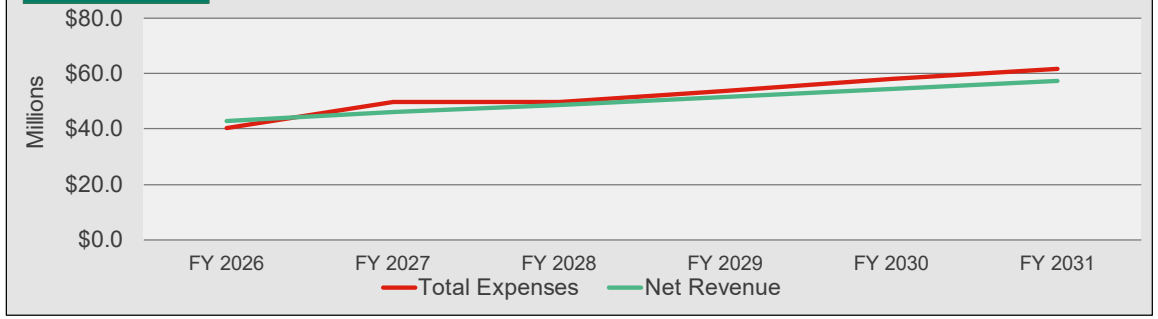
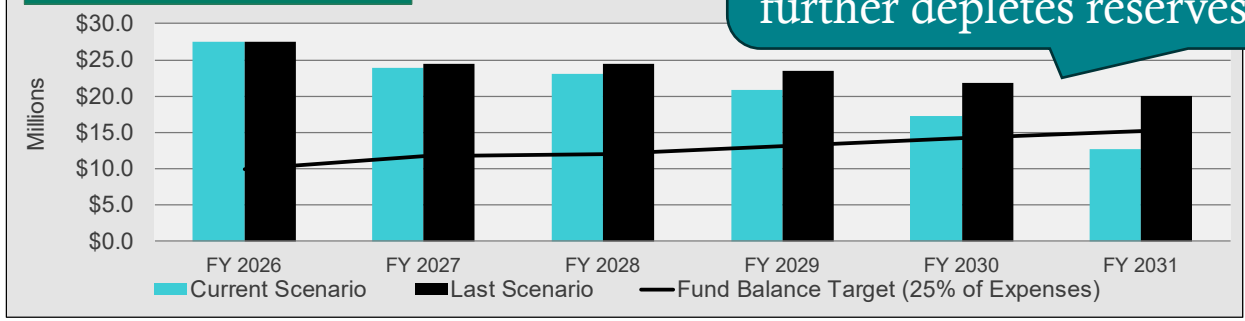
FINANCIAL PLAN

Lower rate adjustments vs. baseline (black) further depletes reserves

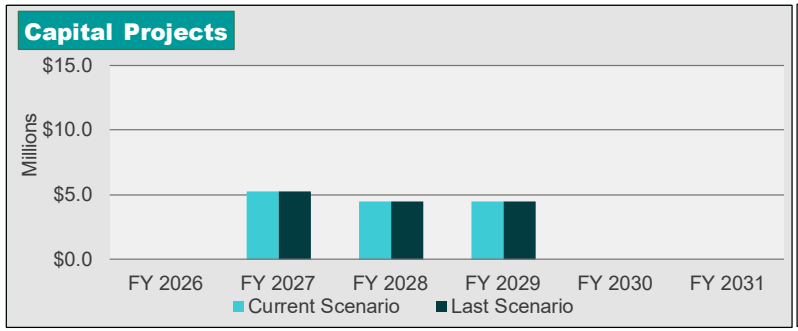
CASH FLOW



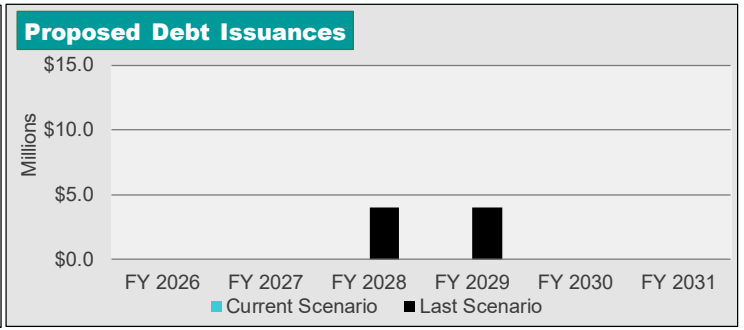
End of Year Fund Balance



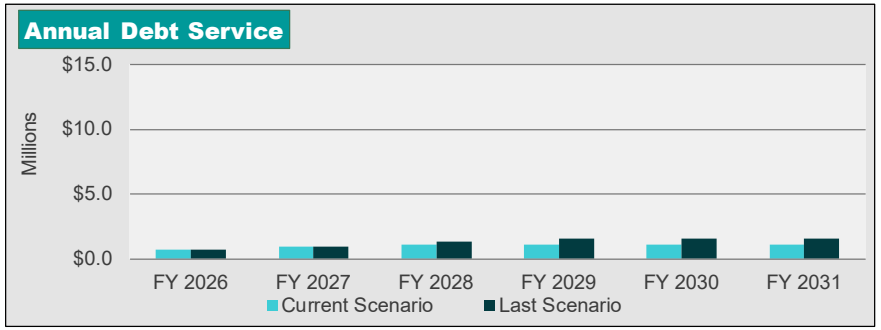
Capital Projects



Proposed Debt Issuances



Annual Debt Service



	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	
Billed Assessment Revenues	$ 42,391,668	$ 44,917,960	$ 47,475,976	$ 50,173,256	$ 53,017,152	
Base Fee (1)	$ 3,416,828	$ 3,620,451	$ 3,826,631	$ 4,044,035	$ 4,273,257	
Comm. Fire Inspection Fee (1)	$ 659,481	$ 698,782	$ 738,577	$ 780,538	$ 824,780	
Billed Assessment Revenues	**$ 46,467,977**	**$ 49,237,193**	**$ 52,041,184**	**$ 54,997,829**	**$ 58,115,189**	**Discount =**
Less: Discount for 95% Revenue (2)	$ (2,323,399)	$ (2,461,860)	$ (2,602,059)	$ (2,749,891)	$ (2,905,759)	**5.0%**
Total Assessment Revenue	**$ 44,144,578**	**$ 46,775,333**	**$ 49,439,125**	**$ 52,247,938**	**$ 55,209,430**	
Plus: Other Revenue	$ 2,027,185	$ 2,069,363	$ 2,112,957	$ 2,158,016	$ 2,204,595	
Total MSBU Revenues	**$ 46,171,764**	**$ 48,844,697**	**$ 51,552,082**	**$ 54,405,954**	**$ 57,414,025**	
Total Expenses	$ 49,688,135	$ 49,689,454	$ 53,772,446	$ 58,046,781	$ 61,960,864	
Net Income	**$ (3,516,371)**	**$ (844,758)**	**$ (2,220,364)**	**$ (3,640,827)**	**$ (4,546,840)**	

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
% Billed Revenue Increase	**4.50%**	**4.50%**	**4.50%**	**4.50%**	**4.50%**
% New Development Growth		**1.4%**	**1.1%**	**1.1%**	**1.1%**
2027 % Cost Recovery	**94.78%**				

4.50% Annual Rate Adjustments

CIP Funding Scenarios	
Fire Station US 19 & Atlanta	FY 2027
Fire Station (County Line)	FY 2028
Fire Station (Lockhart & 50)	FY 2029

5.75%	96.01%
5.00%	95.27%
4.50%	94.78%

Debt Assumption	P & I

Final Fund Balance Check $ -

(1) These fees are calculated for FY27 and escalated for the rate increase and new development growth for FY27 - FY31
(2) Discount for Early Paymemt and Propery Appraiser's Fee

Assessment Rate Projections – 4.5%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 110.540	$ 115.514	$ 120.712	$ 126.145	$ 131.821
Residential	Unit	$ 337.024	$ 340.033	$ 355.334	$ 371.325	$ 388.034	$ 405.496
Commercial	Sq. Ft.	$ 0.202	$ 0.241	$ 0.252	$ 0.263	$ 0.275	$ 0.287
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.560	$ 1.630	$ 1.704	$ 1.780	$ 1.860
Churches	Sq. Ft.	$ 0.154	$ 0.150	$ 0.157	$ 0.164	$ 0.171	$ 0.179
Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.091	$ 0.095	$ 0.099	$ 0.104	$ 0.109
Government	Sq. Ft.	$ 0.217	$ 0.186	$ 0.194	$ 0.203	$ 0.212	$ 0.222
Agricultural Buildings	Sq. Ft.	$ -	$ 0.126	$ 0.132	$ 0.138	$ 0.144	$ 0.150
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 31.62	$ 33.04	$ 34.53	$ 36.09
Commercial Inspection Fee		$ 165.03	$ 172.46	$ 180.22	$ 188.33	$ 196.80	$ 205.66
% Change in Assessment Revenue:			4.50%	4.50%	4.50%	4.50%	4.50%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 4.5%. Rates are adjusted across-the-board at 4.5% for FY 2028 and beyond.

Assessment Rate Projections – 4.5%

Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	$ 85.805	$ 110.540	$ 115.514	$ 120.712	$ 126.145	$ 131.821
Residential	Unit	$ 337.024	$ 340.033	$ 355.334	$ 371.325	$ 388.034	$ 405.496
Commercial	Sq. Ft.	$ 0.202	$ 0.241	$ 0.252	$ 0.263	$ 0.275	$ 0.287
Hospitals & Nursing Homes	Sq. Ft.	$ 1.726	$ 1.560	$ 1.630	$ 1.704	$ 1.780	$ 1.860
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Industrial/Warehouse	Sq. Ft.	$ 0.080	$ 0.091	$ 0.095	$ 0.099	$ 0.104	$ 0.109
Government	Sq. Ft.	$ 0.217	$ 0.186	$ 0.194	$ 0.203	$ 0.212	$ 0.222
Agricultural Buildings	Sq. Ft.	$ -	$ 0.126	$ 0.132	$ 0.138	$ 0.144	$ 0.150
Fixed Base/Admin Fee	Parcel	$ 25.36	$ 30.26	$ 31.62	$ 33.04	$ 34.53	$ 36.09
Commercial Inspection Fee		$ 165.03	$ 172.46	$ 180.22	$ 188.33	$ 196.80	$ 205.66
% Change in Assessment Revenue:			4.50%	4.50%	4.50%	4.50%	4.50%

Assessment Property Class	Unit Type	% Change FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Unimproved & Acreage	Lot	28.8%	4.50%	4.50%	4.50%	4.50%
Residential	Unit	0.9%	4.50%	4.50%	4.50%	4.50%
Commercial	Sq. Ft.	19.3%	4.50%	4.50%	4.50%	4.50%
Hospitals & Nursing Homes	Sq. Ft.	-9.6%	4.50%	4.50%	4.50%	4.50%
Churches	Sq. Ft.	-2.6%	4.50%	4.50%	4.50%	4.50%
Industrial/Warehouse	Sq. Ft.	13.8%	4.50%	4.50%	4.50%	4.50%
Government	Sq. Ft.	-14.3%	4.50%	4.50%	4.50%	4.50%
Agricultural Buildings	Sq. Ft.		4.50%	4.50%	4.50%	4.50%

The FY 2027 Rates are calculated with updated calls-for-service allocations, as well as the addition of the City of Brooksville properties. The overall change in revenue remains 4.5%. Rates are adjusted across-the-board at 4.5% for FY 2028 and beyond.

City of Brooksville Rate Impacts – 5.75%

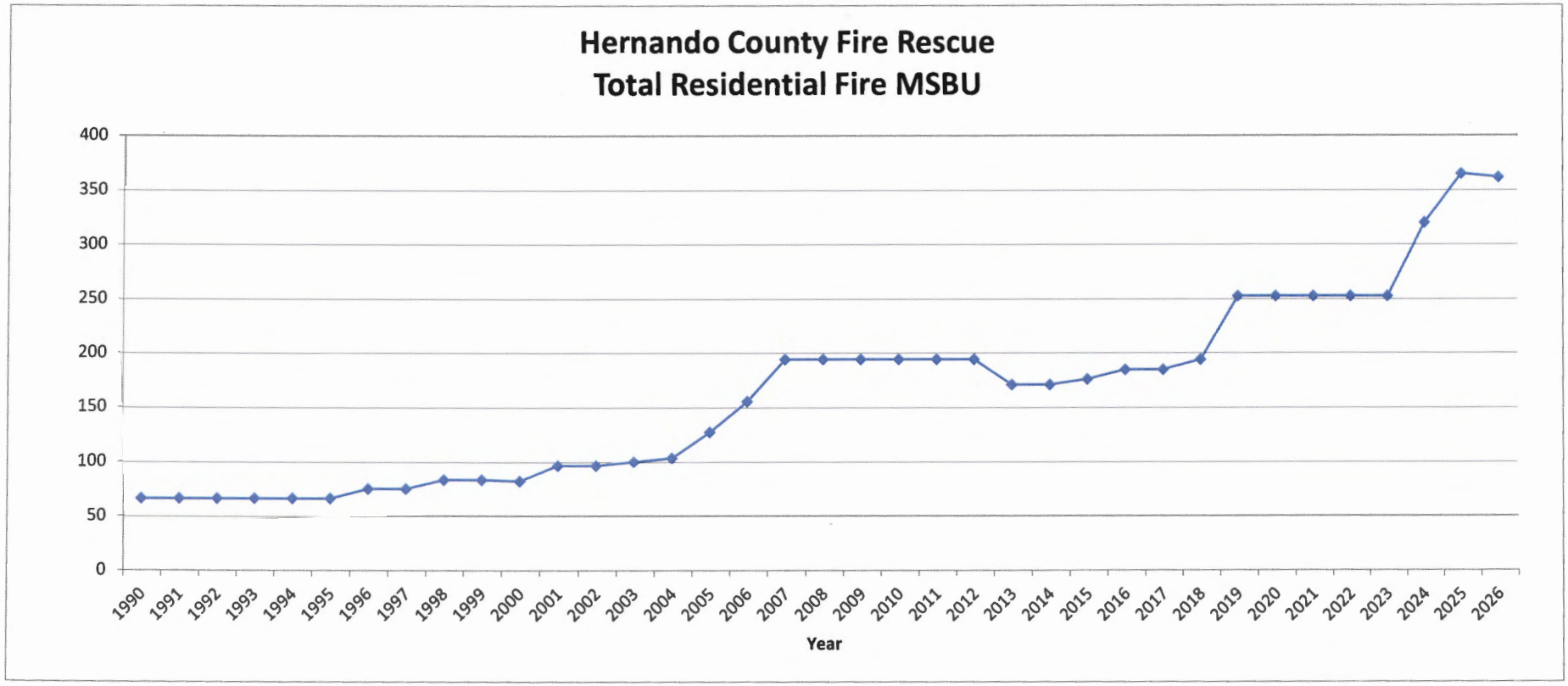
Assessment Property Class	Unit Type	Current FY 2026	Calculated FY 2027
Unimproved & Acreage	Lot	$ 73.000	$ 111.954
Residential	Unit	$ 356.000	$ 344.384
Commercial	Sq. Ft.	$ 0.126	$ 0.244
Hospitals & Nursing Homes	Sq. Ft.	$ 0.258	$ 1.580
Churches	Sq. Ft.	$ 0.258	$ 0.152
Industrial/Warehouse	Sq. Ft.	$ 0.099	$ 0.093
Government	Sq. Ft.	$ 0.258	$ 0.188
Fixed Base/Admin Fee	Parcel	$ -	$ 30.26

Assessment Property Class	Unit Type	% Change by Rate Class
Unimproved & Acreage	Lot	53.4%
Residential	Unit	-3.3%
Commercial	Sq. Ft.	94.3%
Hospitals & Nursing Homes	Sq. Ft.	512.2%
Churches	Sq. Ft.	-41.1%
Industrial/Warehouse	Sq. Ft.	-5.7%
Government	Sq. Ft.	-27.2%

City of Brooksville Rate Impacts – 4.5%

ssment Property Class	Unit Type	Current FY 2026	Calculated FY 2027
Unimproved & Acreage	Lot	$ 73.000	$ 110.540
Residential	Unit	$ 356.000	$ 340.033
Commercial	Sq. Ft.	$ 0.126	$ 0.241
Hospitals & Nursing Homes	Sq. Ft.	$ 0.258	$ 1.560
Churches	Sq. Ft.	$ 0.258	$ 0.150
Industrial/Warehouse	Sq. Ft.	$ 0.099	$ 0.091
Government	Sq. Ft.	$ 0.258	$ 0.186
Fixed Base/Admin Fee	Parcel	$ -	$ 30.26

ssment Property Class	Unit Type	% Change by Rate Class
Unimproved & Acreage	Lot	51.4%
Residential	Unit	-4.5%
Commercial	Sq. Ft.	91.9%
Hospitals & Nursing Homes	Sq. Ft.	504.4%
Churches	Sq. Ft.	-41.9%
Industrial/Warehouse	Sq. Ft.	-7.7%
Government	Sq. Ft.	-27.9%


Hernando County Fire Rescue
Total Residential Fire MSBU
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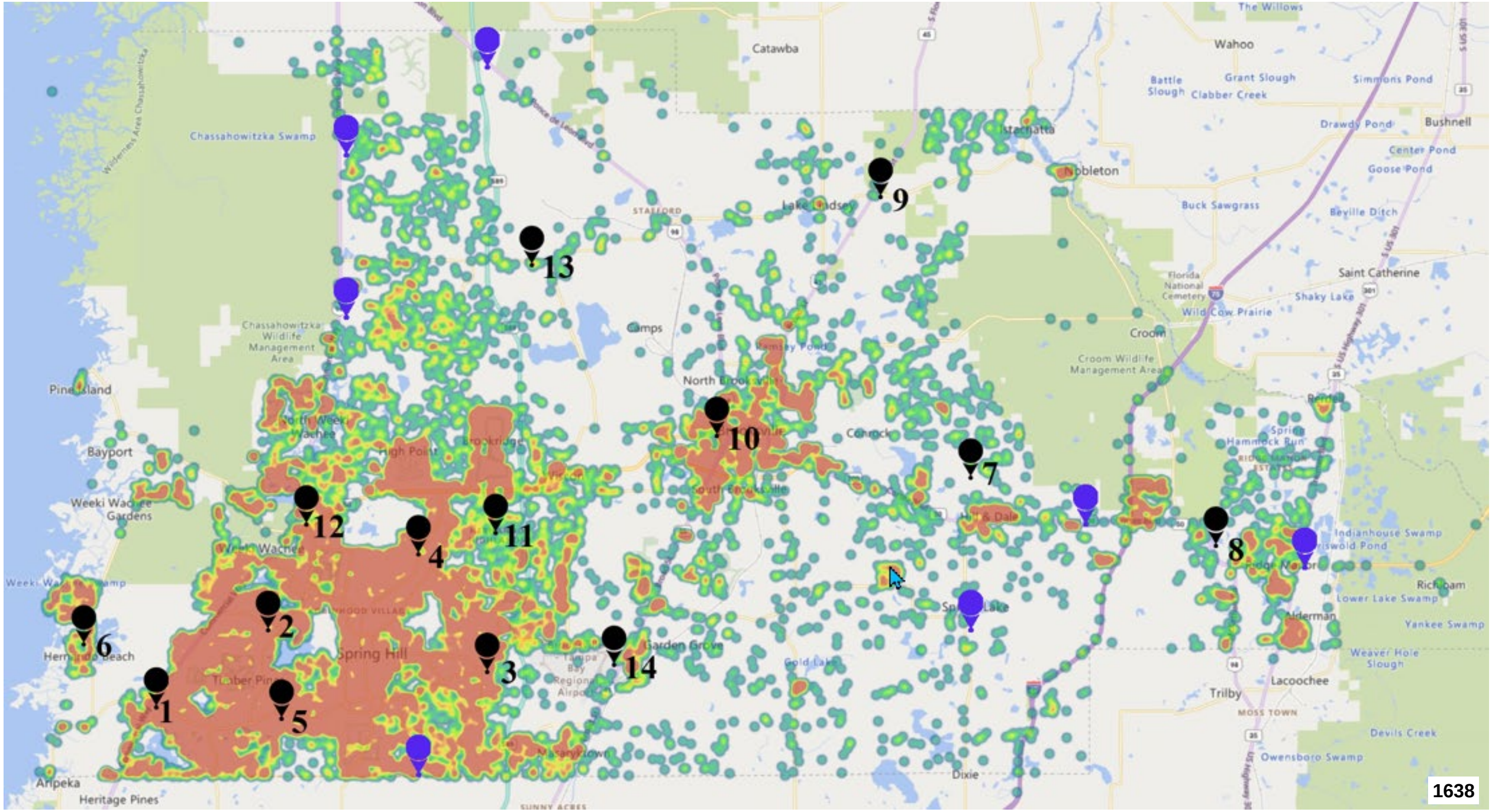
Catawba
Wahoo
Chassahowitzka Swamp
Istachatta
Webbleton
Lake Lindsey
Buck Sawgrass
Bushnell
Center Pond
Goose Pond
Drawdy Pond
Saint Catherine
Shaky Lake
Wild Cow Prairie
Florida National Cemetery
Croom
Croom Wildlife Management Area
Chassahowitzka Wildlife Management Area
Camps
Pine Island
Bayport
Weeki Wachee Gardens
High Point
Brookridge
North Brooksville
Ridge Manor
Hernando Beach
Spring Hill
Timber Pines
Garden Grove
Gold Lake
Trilby
Lacoochee
Dixie
Aripeka
Heritage Pines
Indianhouse Swamp
Griswold Pond
Lower Lake Swamp
Yankee Swamp
Weaver Hole Slough
Devils Creek
Owensboro Swamp
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Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Natural Resources
Prepared By: Carla Burrmann
Initiator: Carla Burrmann
DOC ID: 17416
Legal Request Number:
Bid/Contract Number:

TITLE

Follow-up Discussion Regarding Proposed Revisions to Waterways Advisory Committee Meetings

RESULT:	**ADOPTED**
MOVER:	Brian Hawkins
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

HERNANDO COUNTY WATERWAYS ADVISORY COMMITTEE
2026 MEETING SCHEDULE

Approved Dates	Location	Time
January 12, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
March 9, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
May 11, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
July 13, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
September 14, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
November 16, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM

Proposed Dates	Location	Time
January 12, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
March 9, 2026	Hernando County Lake House 1202 Kenlake Ave, Spring Hill, FL 34606	6:00 PM
May 21, 2026	John Law Ayers County Commission Chambers 20 North Main Street, Brooksville, FL 34601	1:00 PM
July 16, 2026	John Law Ayers County Commission Chambers 20 North Main Street, Brooksville, FL 34601	1:00 PM
September 17, 2026	John Law Ayers County Commission Chambers 20 North Main Street, Brooksville, FL 34601	1:00 PM
November 19, 2026	John Law Ayers County Commission Chambers 20 North Main Street, Brooksville, FL 34601	1:00 PM

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Demetris Williams-Fagin
Initiator: Jeffrey Rogers
DOC ID: 17341
Legal Request Number:
Bid/Contract Number:

TITLE

Appointment of G. Thomas St. Clair to Tourist Development Council Until December 31, 2030

RESULT:	**ADOPTED**
MOVER:	John Allocco
SECONDER:	Steve Champion
AYES:	Campbell, Amsler, Champion, Allocco and Hawkins

HERNANDO COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD/COMMITTEE APPLICATION

RECEIVED
MAR 26 2026
By Demetra Williams

Please type or print clearly

Name of Board/Committee Tourist Development Council
Check one: ☒ Full Member Position
☐ Alternate Member Position

Name G. Thomas St Clair
(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 4217 Lordings Lane

City Weeki Wachee Zip 34607

Telephone 904-303-0919 (home) _____ (business)

E-mail address tomstclair8@gmail.com

Are you a resident of Hernando County? Yes

Voter Registration Number 108080991

Education B.S Biology Adrian College; MS Environmental Health
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)
University of Michigan
PhD Environmental Policy Michigan State University

Employment History See Attached
(Attach a resume if available)

Licenses or Certificates Held None

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? 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. _____

Please state your reasons for applying to this Board/Committee To represent environmental interests during decision making and also promote the ecotourism industry.

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. Joe Murphy; 6207 Faber Drive, Brooksville FL; 813-468-0870
2. Mike Chapo, 7224 Bottle Brush Dr, Spring Hill FL; 989-931-0172
3. Bonnie Morgan, 6283 Dariew Way, Spring Hill FL; 719-930-1856

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 C. Thomas

(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: G. Thomas St Clair

Date of Birth: July 19 1946

Other Names Used: _____

(Legal Name) First M.I. Last

Dates Used (from/to): _____

Home Phone #: NA

Cell Phone #: 904-303-0919

E-mail Address: tomStClair8@gmail.com

Are you 18 years of age or older? ☒ Yes ☐ No

GEOGRAPHIC INFORMATION

Current Address: 4217 Lordings Lane

City, State, Zip : Weeki Wachee FL 34607

Time at this address: 8 Years 9 Month

Previous Address: 484 Tivoli Dr

City, State, Zip : Saint Johns FL 32259

Time at this address 10 Years 1 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.

G. Thomas St. Clair — 3/21/26

Applicant's Signature Date

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

April 28, 2026

Mr. G. Thomas St. Clair
4217 Lordings Lane
Weeki Wachee, FL 34607

Dear Mr. St. Clair:

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve on the Hernando County Tourist Development Council, as a Non-Collecting Tax member, 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 Tourist Development 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

G. Thomas St. Clair

In recognition of your appointment
to the
Hernando County Tourist Development Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 28th day of April 2026

Chairman

Clerk of Circuit Court

Tourist Development Council

Updated: 12/31/2025

Name	Address	Phone	Member	Appointed	Expires
County Commissioner Brian Hawkins	15470 Flight Path Drive Brooksville, FL 34604	352-754-4002	Regular		Continuous per F.S.
City of Brooksville Christa Tanner	201 Howell Avenue Brooksville, FL 34601	352-540-5400	Regular		Continuous per F.S.
City of Brooksville J.W. McKethan	201 Howell Avenue Brooksville, FL 34601	352-540-5400	Regular		Continuous per F.S.
Therese A. White	2270 Lema Dr. Spring Hill, FL 34609	352-292-2886 gm@motel6springhill.com	Collecting Tourist Tax	12/12/2023 02/11/2020	**12/31/2027** **12/31/2023**
Stanley Kaszuba III	4391 Landover Blvd. Spring Hill, FL 34609	352-293-2603 skaszuba530@gmail.com	Not Collecting Tax	12/16/2025	**12/31/2029**
Yann Milcendeau	4291 Shoal Line Blvd. Hernando Beach, FL 34607	207-692-7615 352-596-2527 jackyan2@yahoo.com	Collecting Tourist Tax	12/31/2022 02/12/2019	**12/31/2026** 12/31/2022
Jerry Diane Greenwell	3267 Flamingo Blvd. Hernando Beach, FL 34607	352-606-3720 dianegreenwell@gmail.com	Not Collecting Tax	3/14/2023	**12/31/2026**
Roger Lee King	701 Museum Court Brooksville, FL 34601	352-631-8822 kingrodeca@earthlink.net	Collecting Tourist Tax	12/13/2022 07/30/2019	**12/31/2026** 12/31/2022
VACANT			Not Collecting Tax		**12/31/2030**

Past Members					
Michael Dolan	5373 Cappleman Loop Brooksville, FL 34601	360-359-0568 mjdolanski@gmail.com	Not Collecting Tax Collecting Member	12/14/2021 07/30/2019 01/24/2017	**12/31/2025** 12/31/2021 7/30/2019
Catherine Reeves	22349 Croom Road Brooksville, FL 34601	727-481-1038 Creeves4@tampabay.rr.com	Not Collecting Tax	12/14/2021 01/24/2017	**12/31/2025** 12/31/2021
Joel Hernandez	7193 Periwinkle Court Brooksville, FL 34602	352-796-9481	Tourist enterprise	12/14/2010 09/13/2006 12/18/2001	12/31/2013 expired 12/31/2009 12/31/2005
Eric Burkes	38215 Richloam Clay Sink Road Webster, FL 33597	352-583-4986 (H) 800-915-8027 (B) Eburkes159@me.com	Not Collecting Tax	01/12/2021	**12/31/2024** Resignation 1/10/2023
Jan Harrison Knowles	26287 Soult Road Brooksville, FL 34601	352-796-4811	Not collecting tax	12/14/2010 9/13/2006 12/18/2001	12/31/2013 Expired 12/31/2009 12/31/2005
Barbara “Bobbie” Mills	18015 Brittle Road Brooksville, FL 34601	352-799-1537	Not collecting tax	12/13/2011 2/5/2008 12/16/2013 01/16/2001	12/31/12 Expired 12/31/2011 12/31/2007 12/31/2003
Joseph Giarrantana	6375 Emanuels Way Brooksville, FL 34602	352-796-1054 (H) 352-799-3904 (W)	Not collecting tax	12/14/2010 7/11/2007 3/11/2003	12/31/14 Expired 12/31/2010 12/31/2006
Mary A. Foil/Kirkconnell	24330 Holden Drive Brooksville, FL 34601	352-799-5597	Not collecting tax	1/272015	12/31/2018 Resigned 9/13/2016
Virginia R. Bensen	15431 Eastwood Trail Brooksville, FL 34604 vrbensen@gmail.com	352-345-4125 (H) (540) 535-5755 (C)	Not collecting tax	3/26/2013 (replaced B. Mills)	12/31/2016 Resigned 12/20/2016

Deanna Naugler	29084 Wildlife Lane Brooksville, FL 34602	352-796-4370 352-585-0345	Collecting Tourist Tax	8/26/2014	12/31/2018 Resigned 12/20/2016
County Commissioner James E. Adkins	20 North Main St., Room 263Brooksville, FL 34601	352-754-4002	Regular	12/06/2016 Expired	Continuous per F.S.
Achilles Thomas	19370 Oliver Street Brooksville, FL 34601	352-587-9536 800-708-0087	Not collecting tax	3/11/2014	12/31/2018 Resigned 7/10/2018
Fran Baird	4493 Haiti Dr. Hernando Beach, FL 34607	352-596-4407(H) 352-596-2527(B) hb4291@aol.com	Not Collecting Tax Collecting Tourist Tax	1/24/2017 2/09/2016 3/26/2013 (filling Harper's unexp. term)	12/31/2020 12/31/2020 12/31/2015 Resigned 7/10/2018
Sharon (Sherry) Pedonesi	609 East Fort Dade Avenue Brooksville, FL 34601	352-796-0600	Not Collecting Tax Collecting Tourist Tax	7/10/2018 2/09/2016	12/31/2020 12/31/2020 Resigned 6/4/2019
Melissa Kehler	4041 Seadragon Bluff Spring Hill, FL 34609	315-749-4056 352-799-5400	Collecting Tourist Tax	9/25/2018	12/31/2022 Resigned 6/4/2019
Therese A. White	2270 Lema Drive Spring Hill, FL 34609	352-398-8199 (C) 352-596-2007 (W)	Accommodation owner/operator collecting tax	1/13/2015 12/14/2010 3/14/2007	12/31/2018 12/31/2014 12/31/2010
Michael Charles DeFelice	5344 White Road Brooksville, FL 34602	727-422-3360 michael.c.defelice@gmail.com	Not Collecting Tax	7/10/2018	12/31/2022 Resigned 8/13/2020
City of Weeki Wachee, John Athanason *City of Weeki Wachee	11262 Furley Avenue Weeki Wachee, FL 34613	352-596-8621 (H) 352-592-5656 (W)	Regular	2/14/2012	Continuous per F.S. Resigned

Dissolved June 2020					6/11/2020

4-Year Terms
2nd Thursday of every month at 2:00 pm at Tourism Office

*2nd City of Brooksville spot used to be City of Weeki Wachee.

BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ◆ BROOKSVILLE, FLORIDA 34604
P 352.754.4002 ◆ F 352.754.4477 ◆ W www.HernandoCounty.us

April 28, 2026

Mr. G. Thomas St. Clair
4217 Lordings Lane
Weeki Wachee, FL 34607

Dear Mr. St. Clair:

I am pleased to advise you that at the Hernando County Board of County Commissioners' meeting held today, the Board appointed you to serve on the Hernando County Tourist Development Council, as a Non-Collecting Tax member, 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 Tourist Development 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

G. Thomas St. Clair

In recognition of your appointment
to the
Hernando County Tourist Development Council

In Witness Whereof, the undersigned have affixed the seal
of Hernando County, Florida, this 28th day of April 2026

Chairman

Clerk of Circuit Court

Board of County Commissioners

AGENDA ITEM

Meeting: 04/28/2026
Department: Administration
Prepared By: Colleen Conko
Initiator: Jeffrey Rogers
DOC ID: 16925
Legal Request Number:
Bid/Contract Number:

TITLE

Update Regarding Ongoing Board Directives

PRIORITY	BOARD DATE	ONGOING ISSUES	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	COMMENTS
1	6/14/2022	South Brooksville Community Redevelopment Agency	Veda Ramirez	TBD	Legal determined the County can only have one CRA. Thus, the Consultant is preparing two revised Finding of Necessity, separately for the City and County jurisdictions, and then the corresponding two CRA Plans. The City and the County will be preparing the related legal descriptions that independently define the two geographic areas as well as the necessary Resolutions/Ordinances to move forward to approval.
2	12/13/2022	Buffer Requirements	Omar DePablo	7/7/2026	Staff is to create Buffer Design Guidelines to be referenced in the Code, including ensuring that majestic trees are protected and buffer to be started early in construction. The Consultant and staff have created a draft and are finalizing for BOCC review.
3	12/13/2022	Ordinance on Required Plantings	Omar DePablo	7/7/2026	Staff to review the code; ensuring majestic trees are protected. Draft language created. The Consultant and staff have created a draft and are finalizing for BOCC review.
4	6/22/2021	Tiny Homes / Accessorily Dwelling Unit / Secondary Buildings for Larger Lots	Omar DePablo	7/7/2026	Sheds permits under 120 S.F. Removed from permitting. ADU / Tiny Homes under review.
5	12/13/2022	Subdivision Layouts	Omar DePablo	7/7/2026	Staff will review the code to determine sufficient and combination of lots sizes, garages, and parking within subdivisions. Staff has begun to meet with developers as the 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 will be held to help address homelessness needs, training, funding, and initiatives ongoing. Updated Resource Card. Tenant-Based Rental assistance for individuals experiencing 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 is 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.

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10	12/16/2025	Waterways Advisory Council	Jon Jouben	4/28/2026	Waterways Advisory Council. Options to include: Ordinance to dissolve the Waterways Advisory Council, review costs of moving meeting location to the Board of County Commissioner Chambers, or schedule regularly agenda items for BOCC meetings on Waterways and updates every quarter. Commissioner Hawkins will meet with the Chairman of Waterways Advisory Council and bring back to BOCC options.
11	12/16/2025	Permit Review	Toni Brady	5/5/2026	Review of all unnecessary permits. List of all permits currently required for BOCC review and consideration, if necessary. Review is ongoing. Will have a list of all permits for BOCC review with Fee Schedule in Spring 2026.
12	1/13/2026	Regulation on Dog Breeders	Jon Jouben	TBD	Proposed Ordinance to regulate dog breeding in the County. Requested the Sheriff's Office, Animal Control and Animal Shelter to provide suggested changes for County policy. County Attorney to draft ordinance for limiting unlicensed dog breeders
13	2/10/2026	Tow Truck on Call	Omar DePablo	TBD	Proposed change to ordinance to allow Tow Truck Drivers that are on-call to park vehicle at residence.
14	12/16/2025	Riverine Protection Ordinance	Omar DePablo	TBD	Review the internal process to ensure the ordinance is being followed.
15	12/16/2025	Dusky Warbler Roadway	Scott Herring	TBD	Send communication to Duke Energy and Southwest Florida Water Management District (SWFWMD) to determine ability to work with us on property acquisition to extend roadway. Letter has been sent to Duke Energy, and SWFWMD.
16	1/13/2026	Manatee Refuge at Hospital Hole	Chris Linsbeck	TBD	Staff to continue to follow up with FWC on possible establishment of Manatee Refuge. FWC is collecting data for their analyses of the County request.
17	2/24/2026	Prohibition Against not Accepting Cash Payments	Jon Jouben	TBD	Proposed Ordinance related to Retail Transactions; Creating Section 18-1 of Hernando County Code Prohibiting Retail Businesses From Refusing to Accept Cash Payments for Goods or Services. Ordinance to be updated to match state requirements.
18	~~1/29/2026~~	~~Request for Gopher Tortoise Presentation by FWC at Upcoming Hernando County Board of County Commissioners Meeting~~	~~Chris Linsbeck~~	~~4/14/2026~~	~~Biologist Conor Walsh presenting April 14, 2026 to explain:~~ ~~•The rules and regulations related to gopher tortoise protection.~~ ~~•The permitting process and requirements.~~ ~~•Educational guidance for residents, landowners, and stakeholders on how to properly address gopher tortoise presence.~~
19	2/3/2026	Short-Term Rental Use Regulations for Requiring Certificates of Use for Short-Term Rental Properties	Omar DePablo	TBD	Create ordinance requiring same requirements at State requires. This will allow for local enforcement.