



## Hernando County

### Board of County Commissioners

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

#### Regular Meeting

#### Agenda

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**Tuesday, May 23, 2023 - 9:00 A.M.**

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**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT COLLEEN CONKO, HERNANDO COUNTY ADMINISTRATION, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FLORIDA 34604, (352) 754-4002. IF HEARING IMPAIRED, PLEASE CALL 1-800-676-3777.**

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

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

#### **UPCOMING MEETINGS:**

The Board of County Commissioners' is scheduled to hold an affordable housing and fire rescue assessment rates workshop for Tuesday, June 6, 2023, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

The Board of County Commissioners' next regular meeting is scheduled for Tuesday, June 13, 2023, beginning at 9:00 A.M., in the John Law Ayers County Commission Chambers, Room 160.

#### **A. CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance

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

#### **C. CITIZENS' COMMENTS (Yellow sheets are not required for speakers.)**

#### **D. BOARD/STAFF RESPONSES**

#### **E. CONSENT AGENDA**



**AGREEMENT/GRANT**

1. [12164](#) Acceptance of Modification No. 2 to Hazard Mitigation Grant Program Funding From Federal Emergency Management Agency and State Division of Emergency Management for Disaster Assistance Resulting From Hurricane Irma for Gulf Wind Circle Elevation and Wind Retrofit
2. [12234](#) Amendment for Extension of Public Transportation Grant Agreement With State Department of Transportation for Extension of Runway 9-27 at Brooksville-Tampa Bay Regional Airport
3. [12203](#) Amendment No. 1 to Contract With Coastal Engineering Associates, Inc., for Engineering Services for Septic to Sewer Conversion, District A, and Development of Septic Upgrade Incentive Program for Utilities Department
4. [12137](#) Memorandum of Agreement Between State Department of Corrections and Hernando County Fire and Emergency Services for Emergency Services
5. [12241](#) Ratification of National Fitness Campaign Grant Application for National Fitness Campaign Fitness Court at Veterans Memorial Park
6. [12196](#) Resolution Authorizing Public Transportation Grant Agreement With Department of Transportation for State Block Grant Transit Funding
7. [12183](#) Vendor Payment Agreement With Mid Florida Community Services, Inc., and Hernando County Water and Sewer District for Low Income Household Water Assistance Program

**AVIATION**

8. [12193](#) Staging Site Agreement With Duke Energy Florida, LLC, a/k/a Duke Energy for Temporary Staging Area at Brooksville-Tampa Bay Regional Airport

**MISCELLANEOUS**

9. [12191](#) Declaration of Various Tangible Property as Surplus for Disposal and Removal From Fixed Asset Inventory
10. [12229](#) Satisfaction of Judgment in Case of Hernando County vs. Steven B. Interdonato, et al
11. [12185](#) Transmittal of List of Accounts Payable Disbursements for Weeks Ended April 28, 2023, and May 5, 2023
12. [12272](#) Approval of Minutes for Interlocal Governmental Meeting of March 30, 2023

**F. CORRESPONDENCE TO NOTE**

1. [12267](#) Correspondence From Brooksville Main Street, Inc., Chairman Christopher Rhodes, Regarding Off-Site Alcohol Consumption at Brooksville Blueberry Festival
2. [12227](#) Notice of Conditional Use Permit Actions Taken by Planning and Zoning Commission on May 8, 2023
3. [12186](#) Notice of Purchasing Policy Exceptions for April 2023
4. [12228](#) Notice of Special Exception Use Permit Action Taken by Planning and Zoning Commission on May 8, 2023
5. [12200](#) Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Airport Construction Contracts Audit Report Dated April 26, 2023
6. [12201](#) Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Parks and Recreation Department Contract Compliance and Financial Control Environment Follow-Up Audit Report Dated April 12, 2023
7. [12244](#) Transmittal of Minutes From Spring Ridge Community Development District Board of Supervisors Meeting of January 9, 2023

**G. COUNTY ADMINISTRATOR JEFFREY ROGERS**

1. [12246](#) Appointment of Paul Passarelli and Richard Savenero, Sr. as Members to Affordable Housing Advisory Committee for Two-Year Term in Accordance With State Housing Initiatives Partnership Act
2. [11441](#) Update Regarding Ongoing Board Directives

**H. BUDGET DIRECTOR/CHIEF PROCUREMENT OFFICER TONI BRADY****MANAGEMENT AND BUDGET**

1. [12223](#) Budget Resolution Recognizing Difference Between Budgeted Fund Balances and Actual Fund Balances Recorded at End of FY 2022-23
2. [12224](#) Budget Resolution Recognizing Difference Between Budgeted Fund Balances and Actual Fund Balances Recorded at End of FY 2022-23

**PROCUREMENT**

3. [12232](#) Acceptance of National Fitness Campaign Grant Award for One-Time Sole Source Purchase of National Fitness Campaign Fitness Court at Veterans Memorial Park
4. [12238](#) Amendment No. 1 to Contract With Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services (Contract No. RFP 22-R00060/TPR)

5. [12222](#) Award of Contract to Air Mechanical and Service Corporation for Hernando County Sheriff's Office Building Air Conditioning Replacement Project (Contract No. 18-TF0049/DK; Amount: \$56,429.58)
6. [12177](#) Award of Contract to AJ General Construction Services, Inc., for Spring Hill Drive, Mariner Boulevard, Northcliffe Boulevard, Landover Boulevard and Seven Hills Drive Sidewalk Repair Projects (Contract No. 23-C00002/DK; Amount: \$244,241.02)
7. [12147](#) Programmatic Agreement Letter to T-Mobile South, LLC
8. [12194](#) Purchase of Saltwater Submersible Rescue Equipment From Municipal Emergency Services Utilizing Lake County Contract for Fire Equipment Supplies (Amount: \$40,425.00)
9. [12274](#) Request for Additional Funding for Third Party Services to Maintain Efficiencies for Procurement Department (Amount: \$55,552.17)

**I. INTERIM DEPUTY COUNTY ADMINISTRATOR SCOTT HERRING**

- [12270](#) Discussion Regarding South Brooksville Concerns and Projects

**J. HEALTH AND HUMAN SERVICES MANAGER VEDA RAMIREZ**

- [12184](#) Proposed Recipients for Hernando County Opioid Prevention Grant Program

**K. AQUATIC SERVICES MANAGER CARLA BURRMANN**

- [12084](#) Presentation Regarding Nature Coast Aquatic Preserve Management Plan

**L. INTERIM PUBLIC WORKS DIRECTOR TODD CROSBY**

1. [12192](#) Agreement With State Department of Transportation for Implementation of Municipal Separate Storm Sewer System Permit and Associated Budget Resolution
2. [12160](#) Cooperative Funding Initiative Project Agreement With Southwest Florida Water Management District for Brittle Road Within Lizzie Hart Sink Watershed Stormwater Improvement Feasibility Study and Associated Budget Resolution
3. [12088](#) Declaration of County Owned Property Located on Budowski Road as Surplus Property and Consideration of Purchase Offers Submitted by Potential Buyers (Key #593968)
4. [12090](#) Declaration of County Owned Property Located on Fig Avenue as Surplus Property and Consideration of Purchase Offer Submitted by Intiaz Ranjha (Key #28589)

5. [12170](#) Declaration of County Owned Property Located on Tiger Street as Surplus Property and Consideration of Purchase Offer Submitted by Jose Baez and Ibrahim Baez (Key #59929)
6. [12063](#) Installation of Additional Street Lights Within Oakwood Acres Street Lighting Municipal Service Benefit Unit
7. [12152](#) Resolution Prohibiting Parking Within Right of Ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in Villages of Avalon, and Providing for Placement of "No Parking on Right of Way" Signs

**M. PUBLIC HEARINGS**

\* Entry of Proof of Publication into the Record

**LEGISLATIVE****UTILITIES DIRECTOR GORDON ONDERDONK**

1. [12273](#) Ordinance Amending Chapter 28, Regulation of Use of Fertilizers Containing Nitrogen and/or Phosphorus, to Implement Regulations to Minimize Negative Environmental Effects Caused by Misuse of Fertilizers

**INTERIM PUBLIC WORKS DIRECTOR TODD CROSY**

2. [12085](#) FY 2024 Non-Ad Valorem Assessment Rate Increase for Orchard Park III Multipurpose Municipal Service Benefit Unit and Establishment of Future Maximum Rate

**N. BOARD OF COUNTY COMMISSIONERS**

1. Commissioner Jerry Campbell
2. Commissioner Steve Champion
3. Commissioner Elizabeth Narverud
4. Commissioner Brian Hawkins
5. Chairman John Allocco
6. County Attorney Jon Jouben
7. Interim Deputy County Administrator Scott Herring
8. County Administrator Jeffrey Rogers

**O. ADJOURNMENT**



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: HCFRD  
Prepared By: Marie Austin  
Initiator: Paul Hansenmeier  
DOC ID: 12164  
Legal Request Number: 2020 0150 07  
Bid/Contract Number:

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#### TITLE

Acceptance of Modification No. 2 to Hazard Mitigation Grant Program Funding From Federal Emergency Management Agency and State Division of Emergency Management for Disaster Assistance Resulting From Hurricane Irma for Gulf Wind Circle Elevation and Wind Retrofit

#### BRIEF OVERVIEW

Modification No. 2 to Subgrant Agreement H0359 between the Florida Division of Emergency Management and Hernando County to extend the period of performance to end November 30, 2023. This grant is a hazard mitigation grant for the elevation and wind retrofit of a property in Hernando Beach (3331 Gulf Winds Circle).

#### FINANCIAL IMPACT

No increase or decrease in funds.

#### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapters 215 and 252, Florida Statutes and Rule 9G-22 F.A.C.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Modification No. 2 to Agreement No. H0359 for Hazard Mitigation Grant Project No. 4337-148-R.

#### REVIEW PROCESS

|                 |          |                     |
|-----------------|----------|---------------------|
| Kelly Trout     | Approved | 04/20/2023 2:56 PM  |
| Erin Thomas     | Approved | 04/20/2023 5:39 PM  |
| Paul Hasenmeier | Approved | 04/21/2023 11:34 AM |
| David DeCarlo   | Approved | 04/25/2023 11:49 AM |
| Helen Gornes    | Approved | 04/25/2023 2:08 PM  |
| Toni Brady      | Approved | 04/25/2023 2:39 PM  |
| Pamela Hare     | Approved | 04/27/2023 11:46 AM |
| Jon Jouben      | Approved | 04/28/2023 12:58 PM |
| Heidi Kurppe    | Approved | 05/02/2023 10:00 AM |
| Scott Herring   | Approved | 05/02/2023 10:07 AM |
| Jeffrey Rogers  | Approved | 05/03/2023 9:19 PM  |
| Colleen Conko   | Approved | 05/04/2023 8:40 AM  |



STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis  
Governor

Jared Moskowitz  
Director

December 22, 2020

Cecilia Patella  
Emergency Management Director  
Hernando County  
20 North Main Street – Room 230  
Brooksville, Florida 346011

**Re: Project Number: 4337-148-R, Hernando County BOCC, Private Property, Elevation, and Wind Retrofit**

Dear Cecilia Patella:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0359 between Hernando County and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at [Carmen.Acosta@em.myflorida.com](mailto:Carmen.Acosta@em.myflorida.com). The Project Manager for this contract is:

Carmen Acosta, Project Manager  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Carmen Acosta at (850) 692-9458.

Respectfully,

**Miles E. Anderson**

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.12.22 10:29:08 -05'00'

Miles E. Anderson  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0359

Project Number: 4337-148-R

### FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

|  |   |
|--|---|
| Sub-Recipient's name:  | <u>Hernando County BOCC</u>   |
| Sub-Recipient's unique entity identifier:  | <u>59-1155275</u>   |
| Federal Award Identification Number (FAIN):  | <u>FEMA-DR-4337-FL</u>  |
| Federal Award Date:  | <u>September 27, 2019</u>   |
| Subaward Period of Performance Start and End Date:   | <u>Upon execution through November 30, 2022</u>   |
| Amount of Federal Funds Obligated by this Agreement:   | <u>\$247,186.50</u>   |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | <u>\$250,936.50</u>   |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity                        | <u>\$250,936.50</u>   |
| Federal award project description (see FFATA):   | <u>Elevation and Wind Retrofit</u>  |
| Name of Federal awarding agency:   | <u>Federal Emergency Management Agency</u>  |
| Name of pass-through entity:   | <u>FL Division of Emergency Management</u>  |
| Contact information for the pass-through entity:   | <u><a href="mailto:Carmen.Acosta@em.myflorida.com">Carmen.Acosta@em.myflorida.com</a></u> |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name:   | <u>97.039 Hazard Mitigation Grant Program</u>   |
| Whether the award is R&D:  | <u>N/A</u>  |
| Indirect cost rate for the Federal award:  | <u>N/A</u>  |



THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Hernando County BOCC**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Carmen Acosta  
Project Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2702 Directors Row  
Orlando, Florida 32809  
Telephone: 850-692-9458  
Email: [Carmen.Acosta@em.myflorida.com](mailto:Carmen.Acosta@em.myflorida.com)

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall  
Community Program Manager  
Bureau of Mitigation  
Florida Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, FL 32399  
Telephone: 850-815-4503  
Email: [Kathleen.Marshall@em.myflorida.com](mailto:Kathleen.Marshall@em.myflorida.com)

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Cecilia Patella  
Emergency Management Director  
Hernando County Emergency Management  
18900 Cortez Boulevard  
Brooksville, Florida 34601  
Telephone: 352-754-4083  
Email: [cpatella@co.hernando.fl.us](mailto:cpatella@co.hernando.fl.us)

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on **November 30, 2022**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.



(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$247,186.50**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
  - i. The required minimum acceptable level of service to be performed; and,
  - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an



established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
  - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

#### (10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right



of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.



e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become



public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable

provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle\_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

## (12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.



e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.



#### (15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

#### (16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,



iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

#### (17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

#### (18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited



to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

#### (19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances
- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions

#### (20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior



to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.



c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**



i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

**(23) LOBBYING PROHIBITION**

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:



i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

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

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.



c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

#### (25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

#### (26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The



contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.



viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.



(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

- i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).



(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
- c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: Hernando County**

By: [Signature]

Name and title: John Allocco, Chairman

Date: 11-17-2020

FID# 59-1155275

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY [Signature]

County Attorney's Office

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

**Miles E.**

By: **Anderson**

Digitally signed by Miles E. Anderson  
DN: cn=Miles E. Anderson, o=DEM,  
ou=Mitigation,  
email=Miles.anderson@em.myflorida.com, c=US  
Date: 2020.12.22 10:29:56 -05'00'

Name and Title: Jared Moskowitz, Director

Date: 12/22/2020

## EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

### Federal Program

Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant

Catalog of Federal Domestic Assistance title and number: 97.039

Award amount: \$ 247,186.50

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

### Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
  - Retrofitting of existing buildings and facilities
  - Elevation of flood prone structures
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to elevate and wind retrofit a private property in Hernando Beach, Hernando County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) DR-4337-148-R, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Hernando County BOCC, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate and wind retrofit the private property, located at 3331 Gulf Winds Circle, Hernando Beach, Florida 34607. Coordinates: (28.493352, -82.666282)

The proposed project shall elevate in place the existing structure to a minimum height required by County ordinance of one (1) foot of freeboard above the Base Flood Elevation. Mitigation measures shall also involve a hurricane wind retrofit that includes the installation of impact resistant windows and doors. The existing roof shall be reinforced to comply with current codes and standards.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The elevation project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The wind retrofit project shall provide protection against 140 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.



The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Local Building Official Building Permit.
- b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
  - 1. Certifying that the structure is code-compliant.
- c) A Copy of the Elevation Certificate before mitigation, if applicable.
- d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.
- e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.



- f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.
  - g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
  - h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:  

*"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."*
  - i) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient that no archeological materials were discovered during project construction.
  - j) Permit(s) and verification of compliance; if no permit was needed – a letter stating, "No permit required".
  - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

**Construction Expense:** The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

**Project Management Expenses:** The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved



project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of elevation of the private property, located at 3331 Gulf Winds Circle, Hernando Beach, Florida, to a minimum height required by County ordinance of one (1) foot of freeboard above the Base Flood Elevation. Mitigation measures shall also involve a hurricane wind retrofit that includes the installation of impact resistant windows and doors. The existing roof shall be reinforced to comply with current codes and standards.

The elevation portion of the project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The wind retrofit portion of the project shall provide protection against 140 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.



- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 8) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

**D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.



- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) Verification of Flood Insurance.

This is FEMA project number **4337-148-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on September 27, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **November 30, 2022**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

**SCHEDULE OF WORK**

|   |                  |
|---|------------------|
| State and Local Contracting:                | 3 Months         |
| Construction Plan/Technical Specifications: | 3 Months         |
| Bidding:                                    | 3 Months         |
| Construction:                               | 12 Months        |
| Final Inspections:                          | 3 Months         |
| Closeout Compliance:                        | 3 Months         |
| <b>Total Period of Performance:</b>         | <b>27 Months</b> |



**BUDGET****Line Item Budget\***

|                                  | <b>Project Cost</b> | <b>Federal Share</b> | <b>Non-Federal Share</b> |
|----------------------------------|---------------------|----------------------|--------------------------|
| Materials:                       | \$238,150.00        | \$178,612.50         | \$59,537.50              |
| Labor:                           | \$48,000.00         | \$36,000.00          | \$12,000.00              |
| Fees:                            | \$43,432.00         | \$32,574.00          | \$10,858.00              |
| <b>Initial Agreement Amount:</b> | <b>\$329,582.00</b> | <b>\$247,186.50</b>  | <b>\$82,395.50</b>       |
| ***Contingency Funds:            | \$5,000.00          | \$3,750.00           | \$1,250.00               |
| <b>Project Total:</b>            | <b>\$334,582.00</b> | <b>\$250,936.50</b>  | <b>\$83,645.50</b>       |

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$5,000.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$15,932.00

**Funding Summary**

|                            |                     |                  |
|----------------------------|---------------------|------------------|
| Federal Share:             | \$250,936.50        | (75.00%)         |
| Non-Federal Share:         | \$83,645.50         | (25.00%)         |
| <b>Total Project Cost:</b> | <b>\$334,582.00</b> | <b>(100.00%)</b> |

**Attachment B**  
**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;



- (2) No new structure will be erected on property other than:
  - a. a public facility that is open on all sides and functionally related to a designed open space;
  - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes
- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes

- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a



## Attachment C

### Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
  - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
  - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
  - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is



used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at [www.fema.gov/government/grant/sfha\\_conditions.shtm](http://www.fema.gov/government/grant/sfha_conditions.shtm)

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and



- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.  
  
If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all



reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with 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;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 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;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and 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;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;



- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
  - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
  - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
  - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
  - (4) Provide documentation of the inspection results for each structure to indicate:
    - a. Safety Hazard Present
    - b. Health Hazards Present
    - c. Hazardous Materials Present
  - (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
  - (6) Leave the demolished site clean, level and free of debris.
  - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
  - (8) Obtain all required permits.
  - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
  - (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.



## Attachment D

## DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF  
HAZARD MITIGATION ASSISTANCE PROGRAM FUNDSSUB-RECIPIENT: Hernando County BOCC

REMIT ADDRESS: \_\_\_\_\_

CITY: Brooksville STATE: Florida ZIP CODE: 34601PROJECT TYPE: Elevation and Wind Retrofit PROJECT #: 4337-148-RPROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0359

APPROVED BUDGET: \_\_\_\_\_ FEDERAL SHARE: \_\_\_\_\_ MATCH: \_\_\_\_\_

ADVANCED RECEIVED: \_\_\_\_\_ N/A \_\_\_\_\_ AMOUNT: \_\_\_\_\_ SETTLED? \_\_\_\_\_

Invoice Period: \_\_\_\_\_ To \_\_\_\_\_ Payment #: \_\_\_\_\_

| Eligible Amount<br>100%<br>(Current Request) | Obligated Federal<br>Amount<br>75% | Obligated Non-<br>Federal<br>25% | Division Use Only |          |
|--|------------------------------------|----------------------------------|-------------------|----------|
|  |                                    |                                  | Approved          | Comments |
|  |                                    |                                  |                   |          |
|  |                                    |                                  |                   |          |

TOTAL CURRENT REQUEST: \$ \_\_\_\_\_

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.

SUB-RECIPIENT SIGNATURE: \_\_\_\_\_

NAME / TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

| TO BE COMPLETED BY THE DIVISION            |          |
|--|----------|
| APPROVED PROJECT TOTAL                     | \$ _____ |
| ADMINISTRATIVE COST                        | \$ _____ |
| APPROVED FOR PAYMENT                       | \$ _____ |
| GOVERNOR'S AUTHORIZED REPRESENTATIVE _____ |          |
| DATE _____                                 |          |

**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT  
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE  
HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Hernando County BOCC PAYMENT #: \_\_\_\_\_  
PROJECT TYPE: Elevation and Wind Retrofit PROJECT #: 4337-148-R  
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0359

|   | REF NO <sup>2</sup> | DATE <sup>3</sup> | DOCUMENTATION <sup>4</sup> | (Check)<br>AMOUNT | ELIGIBLE<br>COSTS<br>(100%) |
|---|---------------------|-------------------|----------------------------|-------------------|-----------------------------|
| 1   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 2   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 3   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 4   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 5   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 6   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 7   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 8   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| 9   |                     |                   |                            |                   |                             |
|   |                     |                   |                            |                   |                             |
| This payment represents <u>  %  </u> completion of the project. |                     |                   |                            | <b>TOTAL</b>      |                             |

<sup>2</sup> Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

<sup>3</sup> Date of delivery of articles, completion of work or performance services. (per document)

<sup>4</sup> List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.



Attachment E  
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Hernando County BOCC

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

**ESTIMATED EXPENSES**

| BUDGET CATEGORY/LINE ITEMS<br>(list applicable line items)                        | 20__-20__ Anticipated Expenditures for First Three<br>Months of Contract |
|---|--|
| <u>For example</u><br>ADMINISTRATIVE COSTS<br>(Include Secondary Administration.) |  |
| <u>For example</u><br>PROGRAM EXPENSES  |  |
| TOTAL EXPENSES  |  |

**LINE ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F

DIVISION OF EMERGENCY MANAGEMENT  
HAZARD MITIGATION GRANT PROGRAM  
QUARTERLY REPORT FORM

**Instructions:** Complete and submit this form to the appropriate Project Manager within fifteen (15) days of each quarter's end date.

SUB-RECIPIENT: Hernando County BOCC PROJECT #: 4337-148-R  
PROJECT TYPE: Elevation and Wind Retrofit CONTRACT #: H0359  
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: \_\_\_\_\_

**Advance Payment Information:**

Advance Received ☐ N/A ☐ Amount: \$ \_\_\_\_\_ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):

Jul-Sep 20    \$ \_\_\_\_\_ Oct-Dec 20    \$ \_\_\_\_\_ Jan-Mar 20    \$ \_\_\_\_\_ Apr-Jun 20    \$ \_\_\_\_\_

**Target Dates:**

Contract Initiation Date: \_\_\_\_\_ Contract Expiration Date: \_\_\_\_\_  
Estimated Project Completion Date: \_\_\_\_\_

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, please describe under **Issues** below*)

**Percentage** of Work Completed (*may be confirmed by state inspectors*): \_\_\_\_\_ %

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: (*Milestones from Contract with estimated dates*)

| <u>Milestone</u> | <u>Date</u> |
|------------------|-------------|
|                  |             |
|                  |             |
|                  |             |
|                  |             |
|                  |             |

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status:** ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

**NOTE:** Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form:

Phone:

**~ To be completed by Division staff ~**

Date Reviewed: \_\_\_\_\_ Reviewer: \_\_\_\_\_  
Actions: \_\_\_\_\_



**Attachment G**  
**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: 8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding  
Debarment, Suspension, Ineligibility  
And Voluntary Exclusion**

**Subcontractor Covered Transactions**

- (1) The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR**

\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name and Title  
\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City, State, Zip  
\_\_\_\_\_  
Date

**Hernando County BOCC**  
Sub-Recipient's Name  
**H0359**  
DEM Contract Number  
**4337-148-R**  
FEMA Project Number



\*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: County of Hernando  
DBA NAME (IF APPLICABLE): \_\_\_\_\_  
PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_  
ADDRESS LINE 1: 20 N. Main Street  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Hudson STATE FL ZIP CODE+4\*\* 34601

PARENT COMPANY DUNS# (if applicable): \_\_\_\_\_  
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate and wind retrofit the private property, located at 3331 Gulf Winds Circle, Hernando Beach, Florida 34607. Coordinates: (28.493352, -82.666282)

The proposed project shall elevate in place the existing structure to a minimum height required by County ordinance of one (1) foot of freeboard above the Base Flood Elevation. Mitigation measures shall also involve a hurricane wind retrofit that includes the installation of impact resistant windows and doors. The existing roof shall be reinforced to comply with current codes and standards.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The elevation project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The wind retrofit project shall provide protection against 140 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):**

ADDRESS LINE 1: 3331 Gulf Wind Circle  
ADDRESS LINE 2: \_\_\_\_\_  
ADDRESS LINE 3: \_\_\_\_\_  
CITY Hernando Beach STATE FL ZIP CODE+4\*\* 34607

**CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:**

**\*\*Providing the Zip+4 ensures that the correct Congressional District is reported.**

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
- Yes ☐ No ☒

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
- Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:**

**"Executive" is defined as "officers, managing partners, or other employees in management positions".**

**"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:**

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.



- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion \_\_\_\_\_)

| Rank<br>(Highest to<br>Lowest) | Name<br>(Last, First, MI) | Title | Total Compensation<br>for Most Recently<br>Completed Fiscal Year |
|--------------------------------|---------------------------|-------|--|
| 1                              |                           |       |  |
| 2                              |                           |       |  |
| 3                              |                           |       |  |
| 4                              |                           |       |  |
| 5                              |                           |       |  |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Erin Thomas for Cecilia Patella

NAME AND TITLE: Erin Thomas, Acting Emergency Management Director

DATE: 12/8/2020

**Attachment J**  
**Mandatory Contract Provisions**

**Provisions:**

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:



(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3149). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3709). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or

materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1357), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1357). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12659)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 100 that implement Executive Orders 12549 (3 CFR Part 1506 Comp., p. 189) and 12659 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

#### APPENDIX III TO PART 200—INDIRECT (F&A) COSTS: IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHES)

##### A. GENERAL.

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHES (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

##### 1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section.

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B; Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 Specialized service facilities of this Part.

Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

##### 2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to



**SUB-RECIPIENT AGREEMENT CHECKLIST**  
**DIVISION OF EMERGENCY MANAGEMENT**  
**MITIGATION BUREAU**

| REQUEST FOR REVIEW AND APPROVAL |   |
|---------------------------------|---|
| <b>SUB-RECIPIENT:</b>           | Hernando County BOCC  |
| <b>PROJECT #:</b>               | 4337-148-R  |
| <b>PROJECT TITLE:</b>           | Hernando County BOCC, Private Property, Elevation and Wind Retrofit |
| <b>CONTRACT #:</b>              | H0359   |
| <b>MODIFICATION #:</b>          | 2   |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) |   |
|---|---|
|   | James Coleman, Emergency Management Director<br>18900 Cortez Blvd<br>Brookesville, FL 34601 |

Enclosed is your copy of the proposed contract/modification between **Hernando County** and the Florida Division of Emergency Management (FDEM).

| COMPLETE                            |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | This form is required to be included with all Reviews, Approvals, and Submittal  |
| <input type="checkbox"/>            | Signed electronic copy   |
| <input type="checkbox"/>            | Reviewed and Approved  |
| <input type="checkbox"/>            | Signed and Dated by Official Representative  |
| <input type="checkbox"/>            | <b>Copy of the organization's resolution or charter</b> that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| <input type="checkbox"/>            | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated  |
| <input checked="" type="checkbox"/> | N/A for Modifications or State Funded Agreements   |
| <input type="checkbox"/>            | Attachment K – Certification Regarding Lobbying - completed, signed, and dated   |
| <input checked="" type="checkbox"/> | N/A for Modifications or State Funded Agreements   |
| <input type="checkbox"/>            | Electronic Submittal to the Grant Specialist Cheyenne Young on   |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 692-9458 or email me at [Carmen.Acosta@em.myflorida.com](mailto:Carmen.Acosta@em.myflorida.com).

Contract Number: H0359

Project Number: 4337-148-R

**MODIFICATION TO SUBGRANT AGREEMENT BETWEEN  
THE DIVISION OF EMERGENCY MANAGEMENT AND  
HERNANDO COUNTY**

---

This Modification Number Two made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Hernando County ("the Sub-Recipient") to modify Contract Number H0359, dated, December 22, 2020 ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of \$251,170.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on November 30, 2022; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms of the Agreement.

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

1. The Agreement is hereby reinstated and extended as though it had never expired.
2. Paragraph 8 of the Agreement is hereby amended to read as follows:

**(8) PERIOD OF AGREEMENT**

This Agreement shall begin December 22, 2020 and shall end November 30, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 2<sup>nd</sup> Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.
4. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.
5. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
6. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.



IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

**SUB-RECIPIENT: HERNANDO COUNTY**

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

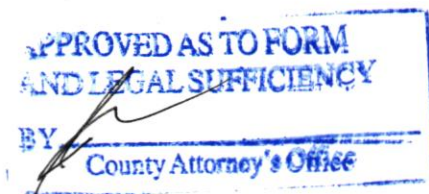
Date: \_\_\_\_\_

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: Kevin Guthrie, Director

Date: \_\_\_\_\_



**Attachment A**  
**(2nd Revision)**  
**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to elevate and wind retrofit a private property in Hernando Beach, Hernando County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-148-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Hernando County, agrees to administer and complete the project per the application submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to elevate and wind retrofit the private property, located at 3331 Gulf Winds Circle, Hernando Beach, Florida 34607. Coordinates: (28.493352, -82.666282).

The proposed project shall elevate in place the existing structure to a minimum height required by County ordinance of one (1) foot of freeboard above the Base Flood Elevation. Mitigation measures shall also involve a hurricane wind retrofit that includes the installation of impact resistant windows and doors. The existing roof shall be reinforced to comply with current codes and standards.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacturer specifications.

The elevation project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The wind retrofit project shall provide protection against 140 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

**TASKS & DELIVERABLES:**

**A) Tasks:**

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per conceptual designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from



participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to provide flood protection.

The project shall be implemented in accordance with conceptual designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Local Building Official Building Permit.
- b) A Copy of the Certificate of Occupancy or copy of the Local Building Official Inspection Report and Final Approval, as applicable.
  1. Certifying that the structure is code-compliant.
- c) A Copy of the Elevation Certificate before mitigation, if available.
- d) A Copy of the Final Elevation Certificate (FEMA Form 81-31), after mitigation – ensuring the structure has been elevated to the proper elevation.
- e) All Product Specification / Data Sheets (technical standards) satisfying protective requirements on all products utilized.

- f) Signed notices from the affected property owner in the Special Flood Hazard Area (SFHA) that the Sub-Recipient shall record a Deed Notice applicable to their property, as described in section (h), below, and that they shall maintain flood insurance.
  - g) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
  - h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:  
*"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."*
  - i) Archeological Materials – Project affects undisturbed ground – potential for presence of archeological resources. Projects that involve groundbreaking shall need written verification from the Sub-Recipient that no archeological materials were discovered during project construction.
  - j) Permit(s) and verification of compliance; if no permit was needed – a letter stating, "No permit required".
  - k) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, not all project activities may be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.



Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, conceptual designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of elevation of the private property, located on Gulf Winds Circle, Hernando Beach, Florida, to a minimum height required by County ordinance of one (1) foot of freeboard above the Base Flood Elevation. Mitigation measures shall also involve a hurricane wind retrofit that includes the installation of impact resistant windows and doors. The existing roof shall be reinforced to comply

with current codes and standards.

The elevation portion of the project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

The wind retrofit project shall provide protection against 140 MPH winds or the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

#### **PROJECT CONDITIONS AND REQUIREMENTS:**

##### **C) Engineering:**

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Notice of Commencement, and a copy of the Certificate of Occupancy or any local official Inspection Report and/or Final Approval, as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of the Elevation Certificate prepared after mitigation, showing the Base Flood Elevation and the elevation of all components.
- 5) The Sub-Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 6) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 7) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.
- 8) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.

##### **D) Environmental:**

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground-disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further



disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately, and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

- 4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

**E) Programmatic:**

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
- 4) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient shall provide Verification of Flood Insurance on the property prior to closeout.
- 8) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.
- 9) Sub-Recipient Management Costs (SRMC), implemented under the Disaster Relief and Recovery Act of 2018 (DRRA), amended Section 324 of the Stafford Act, and the Hazard Mitigation Grant Program Management Costs (Interim) FEMA Policy 104-11-1, provides 100% federal funding under HMGP to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner.
  - SRMC must conform to 2 CFR Part 200, Subpart E, applicable program regulations, and Hazard Mitigation Assistance (HMA) Guidance (2015), ensuring costs are reasonable, allowable, allocable and necessary to the overall project.
  - Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
  - SRMC cannot exceed 5% of the total project costs awarded.
  - SRMC is 100% federally funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
  - SRMC shall be reconciled against actual costs on a quarterly basis and annual basis.

- If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

This is FEMA project number **4337-148-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on September 27, 2019; this Agreement was executed on December 22, 2020; and the Period of Performance for this project shall end on **November 30, 2023**.

#### **F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

#### **SCHEDULE OF WORK**

|   |                  |
|---|------------------|
| State Contracting:                          | 9 Months         |
| Construction Plan/Technical Specifications: | 3 Months         |
| Bidding / Local Procurement:                | 3 Months         |
| Permitting:                                 | 3 Months         |
| Construction / Installation:                | 23 Months        |
| Local Inspections / Compliance:             | 3 Months         |
| State Final Inspection / Compliance:        | 3 Months         |
| Closeout Compliance:                        | 3 Months         |
| <b>Total Period of Performance:</b>         | <b>50 Months</b> |



## BUDGET

### Line Item Budget\*

|                                  | Project Cost        | Federal Cost        | Non-Federal Cost   |
|----------------------------------|---------------------|---------------------|--------------------|
| Materials:                       | \$238,150.00        | \$178,612.50        | \$59,537.50        |
| Labor:                           | \$48,000.00         | \$36,000.00         | \$12,000.00        |
| Fees:                            | \$27,500.00         | \$20,625.00         | \$6,875.00         |
| <b>Initial Agreement Amount:</b> | <b>\$313,650.00</b> | <b>\$235,237.50</b> | <b>\$78,412.50</b> |
| ***Contingency Funds:            | \$5,000.00          | \$3,750.00          | \$1,250.00         |
| <b>Project Total:</b>            | <b>\$318,650.00</b> | <b>\$238,987.50</b> | <b>\$79,662.50</b> |
| <b>****SRMC</b>                  |                     |                     |                    |
| SRMC:                            | \$15,932.50         | \$15,932.50         |                    |
| <b>SRMC Total:</b>               | <b>\$15,932.50</b>  | <b>\$15,932.50</b>  |                    |

\*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

\*\*\* **This project has an estimated \$5,000.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$0.00.

\*\*\*\* **Sub-Recipient Management Costs (SRMC) are included for this project in the amount of \$15,932.50 in Federal funding.** Per the Hazard Mitigation Grant Program Interim FEMA Policy 104-11-1, SRMC provides HMGP funding to Sub-Recipients to efficiently manage the grant and complete activities in a timely manner. SRMC must conform to 2 CFR Part 200, Subpart E, ensuring costs are reasonable, allowable, allocable and necessary to the overall project.

SRMC cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation.

If the Final Project Reconciliation results in a reduction of total project costs, any resulting SRMC overpayment shall be reimbursed back to the State for return to FEMA prior to FEMA Closeout.

### Funding Summary Totals

|                            |                     |                  |
|----------------------------|---------------------|------------------|
| Federal Share:             | \$238,987.50        | (75.00%)         |
| Non-Federal Share:         | \$79,662.50         | (25.00%)         |
| <b>Total Project Cost:</b> | <b>\$318,650.00</b> | <b>(100.00%)</b> |
| SRMC (100% Federal)        | \$15,932.50         |                  |



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Airport  
Prepared By: Gina Grimmer  
Initiator: Steve Miller  
DOC ID: 12234  
Legal Request Number: LR 19-651-3  
Bid/Contract Number:

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#### TITLE

Amendment for Extension of Public Transportation Grant Agreement With State Department of Transportation for Extension of Runway 9-27 at Brooksville-Tampa Bay Regional Airport

#### BRIEF OVERVIEW

Brooksville-Tampa Bay Regional Airport (BKV) was awarded Grant Contract G1G22 for the Design of an Extension of Runway 9-27. The Federal Aviation Administration (FAA) now requires an Airports Geographic Information System (AGIS) survey be performed as part of the design. BKV anticipates the completion of the survey and associated FAA response/approval to occur after the current grant expiration date of June 30, 2023. This amendment for extension will extend the grant for one additional year.

#### FINANCIAL IMPACT

There is no financial impact.

#### LEGAL NOTE

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

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Amendment for Extension of Public Transportation Grant Agreement for Contract G1G22.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Steve Miller   | Approved | 05/01/2023 7:51 PM  |
| Valerie Pianta | Approved | 05/02/2023 11:16 AM |
| Helen Gornes   | Approved | 05/02/2023 1:40 PM  |
| Toni Brady     | Approved | 05/03/2023 8:56 AM  |
| Pamela Hare    | Approved | 05/03/2023 9:38 AM  |
| Jon Jouben     | Approved | 05/03/2023 9:54 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 9:03 AM  |
| Scott Herring  | Approved | 05/04/2023 2:34 PM  |
| Jeffrey Rogers | Approved | 05/14/2023 10:06 PM |
| Colleen Conko  | Approved | 05/15/2023 9:46 AM  |



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|                            |                              |                                  |
|----------------------------|------------------------------|----------------------------------|
| FPN: <u>445742-1-94-01</u> | Fund: <u>EM20</u>            | FLAIR Category: <u>088862</u>    |
|                            | Org Code: <u>55072020729</u> | FLAIR Obj: <u>75100</u>          |
| FPN: _____                 | Fund: _____                  | FLAIR Category: _____            |
|                            | Org Code: _____              | FLAIR Obj: _____                 |
| FPN: _____                 | Fund: _____                  | FLAIR Category: _____            |
|                            | Org Code: _____              | FLAIR Obj: _____                 |
| County No: _____           | Contract No: <u>G1G22</u>    | Vendor No: <u>VF591155275011</u> |

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THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 11/24/2020,  
(This date to be entered by DOT only)  
by and between the State of Florida Department of Transportation, ("Department"), and Hernando County BOCC,  
("Recipient"). The

Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
- ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
  - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
  - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
  - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
  - ☒ Specific Appropriation 1989A of Ch. 2019-115, L.O.F , Local Transportation Projects , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "E"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Design and construct 999 foot extension to Runway 9/27, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before June 30, 2023. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
  - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
  - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
  - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
  - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
  - a. The estimated cost of the Project is \$1,250,000.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000.00 and, additionally the Department's participation in the Project shall not exceed 80% of the total cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
  - c. The Department's participation in eligible Project costs is subject to, but not limited to:
    - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
    - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and



- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

**7. Compensation and Payment:**

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Attachment F – Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

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If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."



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- m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**8. General Requirements:**

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
  - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

**9. Contracts of the Recipient**

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes. The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders,

construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

**10. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
  - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not



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limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "F", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

**11. Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. This provision will survive termination of this Agreement.

**12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and

financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year 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. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
  - ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
  - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
  - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:



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Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
  - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**13. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

#### **14. Indemnification and Insurance:**

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights



granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein

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shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**15. Miscellaneous:**

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

**16. Exhibits.**

- a. **Exhibits A, B, D, and E, and Attachment F** are attached to and incorporated into this Agreement.
- b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.



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- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☒ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: H

**e. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
\*Exhibit C: Engineer's Certification of Compliance  
Exhibit D: State Financial Assistance (Florida Single Audit Act)  
Exhibit E: Recipient Resolution  
\*Exhibit F: Terms and Conditions of Construction in Department Right-of-Way  
\*Exhibit G: Alternative Pay Method

Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

*The remainder of this page intentionally left blank.*

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**STATE-FUNDED GRANT AGREEMENT**

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PROGRAM MANAGEMENT  
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- c. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit F, Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.
- d. ☒ The following Exhibit(s), in addition to those listed in 16.a. and 16.b., are attached and incorporated into this Agreement: Exhibit H: Aviation Program Assurances
- e. **Exhibit and Attachment List**  
Exhibit A: Project Description and Responsibilities  
Exhibit B: Schedule of Financial Assistance  
\*Exhibit C: Engineer's Certification of Compliance  
Exhibit D: State Financial Assistance (Florida Single Audit Act)  
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Attachment F – Contract Payment Requirements

\*Additional Exhibit(s): \_\_\_\_\_

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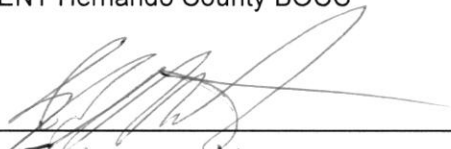


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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

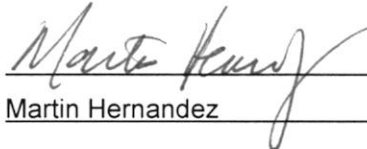
RECIPIENT Hernando County BOCC

By:   
Name: JOHN MITTEN  
Title: Chairman

STATE OF FLORIDA,  
DEPARTMENT OF TRANSPORTATION

By:   
Name: Richard Moss P.E.  
Title: Director of Transportation Development

Legal Review:

By:   
Name: Martin Hernandez

**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 445742-1-94-01

This exhibit forms an integral part of the State-Funded Grant Agreement between the State of Florida, Department of Transportation and

Hernando County BOCC(the Recipient)

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Project will include the design, permitting and environmental assessment for the 999 foot extension of Runway 27. This project is consistent with the Airport's Master Plan and Layout Plan.

**B. Project Location** (limits, city, county, map): Brooksville - Tampa Bay Regional Airport/Brooksville, FL/Hernando

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, plans preparation and bid documents for the taxiway construction project. The Sponsor will comply with Aviation Program Assurances.

**D. Deliverable(s)**: The design of 999 foot extension to Runway 9/27.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

|  |  |
|--|--|
| <b>RECIPIENT NAME &amp; BILLING ADDRESS:</b><br>Hernando County BOCC - 20 Main Street, Brooksville, FL 34601 | <b>FINANCIAL PROJECT NUMBER:</b><br>445742-1-94-01 |
|--|--|

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

| Financial Management Number       | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount         |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|------------------------|
| 445742-1-94-01                    | EM20      | 088719         | 2019              | 751000      | 55.039           | Local Transportation                          | \$ 1,000,000.00        |
| 445742-1-94-01                    | LF        | 088719         | 2019              | 751000      | 55.039           | Local Funds                                   | \$ 250,000.00          |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |   | <b>\$ 1,250,000.00</b> |

**B. Estimate of Project Costs by Grant Phase:**

| Phases*                            | State                  | Local                | Federal   | Totals                 | State % | Local % | Federal % |
|------------------------------------|------------------------|----------------------|-----------|------------------------|---------|---------|-----------|
| Land Acquisition                   | \$                     | \$                   | \$        | \$                     |         |         |           |
| Planning                           | \$                     | \$                   | \$        | \$                     |         |         |           |
| Environmental/Design/Construction  | \$ 1,000,000.00        | \$ 250,000.00        | \$        | \$ 1,250,000.00        | 80%     | 20%     |           |
| Capital Equipment                  | \$                     | \$                   | \$        | \$                     |         |         |           |
| Match to Direct Federal Funding    | \$                     | \$                   | \$        | \$                     |         |         |           |
| Mobility Management (Transit Only) | \$                     | \$                   | \$        | \$                     |         |         |           |
| <b>Totals</b>                      | <b>\$ 1,000,000.00</b> | <b>\$ 250,000.00</b> | <b>\$</b> | <b>\$ 1,250,000.00</b> |         |         |           |

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Mike Brown

Department Grant Manager Name

Signature

Date

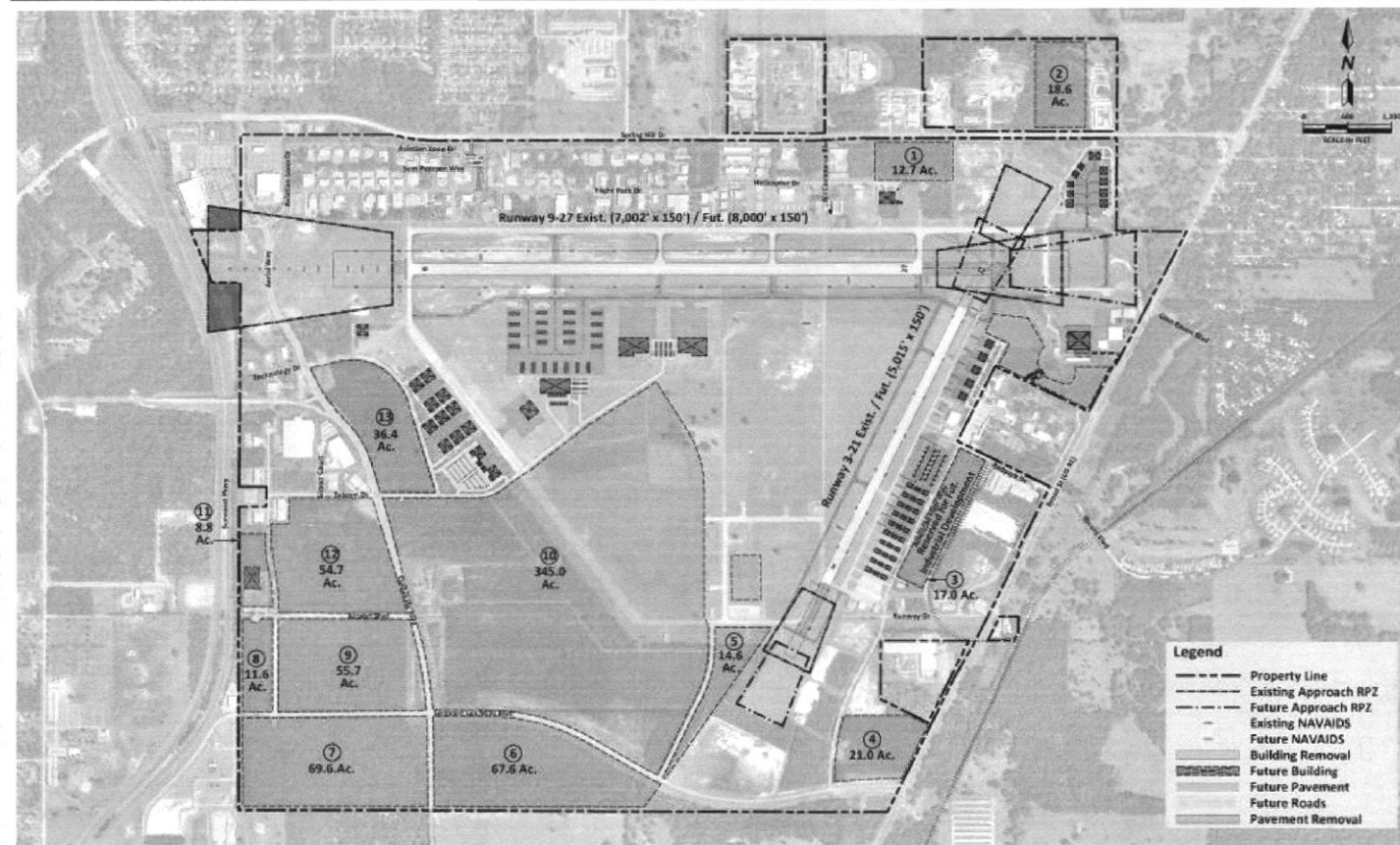


Figure 6-2 Non-Aviation Land Use Analysis  
DRAFT



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**EXHIBIT "C"**

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

**Engineer's Certification of Compliance.** The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

STATE-FUNDED GRANT AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

FPID#: \_\_\_\_\_

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLIANCE**

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_ P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT D**

**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**Awarding Agency:** Florida Department of Transportation

**State Project Title  
and CSFA  
Number:**

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☒ Specific Appropriation 1989A of Ch. 2019-115, L.O.F, Local Transportation Projects, (CSFA 55.039)

**\*Award Amount:** \$1,000,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



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**EXHIBIT "E"**

**RECIPIENT RESOLUTION**

The Recipient Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

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FINANCIAL PROJECT NO.: 445742-1-94-01

EFFECTIVE DATE: 1/24/2020

**A. General**

1. The assurances herein shall form an integral part of the State-Funded Grant Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and Responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification**

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following (latest version of each document):

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 73C-41, FAC, Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection



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- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports
- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety
- c. **Local Government Requirements**
  - Airport Zoning Ordinance
  - Local Comprehensive Plan
- d. **Department Requirements**
  - Eight Steps to Building a New Airport
  - Florida Airport Revenue Use Guide
  - Florida Aviation Project Handbook
  - Guidebook for Airport Master Planning
  - Airport Compatible Land Use Guidebook

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

- a. **Federal Requirements**
  - FAA AC 70/7460-1, Obstruction Marking and Lighting
  - FAA AC 150/5300-13, Airport Design
  - FAA AC 150/5370-2, Operational Safety on Airports During Construction
  - FAA AC 150/5370-10, Standards for Specifying Construction of Airports
- b. **Local Government Requirements**
  - Local Building Codes
  - Local Zoning Codes
- c. **Department Requirements**
  - Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
  - Manual on Uniform Traffic Control Devices
  - Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
  - Standard Specifications for Construction of General Aviation Airports
  - Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

- a. **Federal Requirements**
  - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
  - National Environmental Policy of 1969
  - FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
  - FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects
- b. **Florida Requirements**

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- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

**C. Agency Authority**

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

**D. Agency Responsibilities**

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.



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b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use**

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

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(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

**9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure**

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

**11. Public-Private Partnership for Aeronautical Uses**

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

**12. Economic Nondiscrimination**

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance**

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.



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(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility**

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation**

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access**

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs**

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

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**21. Planning Projects**

For all planning projects or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
  - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
  - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.
- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
  - (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

**22. Land Acquisition Projects**

For the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
  - (1) Maintain responsibility for all related contract letting and administrative procedures.
  - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
  - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - (5) Establish a project account for the purchase of the land.
  - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:



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(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

(1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.

(2) Complete an Airport Master Plan within two years of land purchase.

(3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For the disposal of real property the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

(a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.

(b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) Revenues from the sale of such land must be accounted for as outlined in Section D.2., and expended as outlined in Section D.9.

(5) For disposal of real property purchased with Department funding:

(a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.

(b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

(c) Sale of real property acquired with Department funds shall be at market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.

(d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

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- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
- (2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.
- (3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.
- (4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

- (1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.
- (2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
- (3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

- (1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
- (2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

- (1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
- (2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.



## FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

**G1G22**

**11/7/2019**

### CONTRACT INFORMATION

|  |  |
|--|--|
| <b>Contract:</b>                         | G1G22  |
| <b>Contract Type:</b>                    | GD - GRANT DISBURSEMENT (GRANT)  |
| <b>Method of Procurement:</b>            | G - GOVERNMENTAL AGENCY (287.057,F.S.)                                   |
| <b>Vendor Name:</b>                      | HERNANDO COUNTY BOARD OF COUNTY  |
| <b>Vendor ID:</b>                        | F591155275011  |
| <b>Beginning Date of This Agreement:</b> | 11/06/2019   |
| <b>Ending Date of This Agreement:</b>    | 06/30/2023   |
| <b>Contract Total/Budgetary Ceiling:</b> | ct = \$1,000,000.00  |
| <b>Description:</b>                      | BROOKSVILLE - TAMPA BAY REGIONAL AIRPORT-999 FT EXTENSION RUNWAY<br>9/27 |

### FUNDS APPROVAL INFORMATION

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 11/7/2019**

|                         |                |
|-------------------------|----------------|
| Action:                 | Original       |
| Reviewed or Approved:   | APPROVED       |
| Organization Code:      | 55072020728    |
| Expansion Option:       | A9             |
| Object Code:            | 751000         |
| Amount:                 | \$1,000,000.00 |
| Financial Project:      | 44574219401    |
| Work Activity (FCT):    | 215            |
| CFDA:                   |                |
| Fiscal Year:            | 2020           |
| Budget Entity:          | 55150200       |
| Category/Category Year: | 088862/20      |
| Amendment ID:           | O001           |
| Sequence:               | 00             |
| User Assigned ID:       |                |
| Enc Line (6s)/Status:   | 0001/04        |

**Total Amount: \$1,000,000.00**

**AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

DATE: 4/25/23

TO: Gina Grimmer  
Hernando County BOCC

FROM: Mike Brown

CONTRACT NUMBER: G1G22

AMENDMENT NUMBER:

FINANCIAL MANAGEMENT NUMBER: 445742 -1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Hernando County BOCC ("Agency"), dated 01/24/2020, is scheduled to expire on the 30 day of June, 2023.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 30 day of June, 2024, for additional time to complete the Project for the following reasons: Project design currently at 90%. We have yet to engage AGIS surveyor as required by FAA and anticipate the timeline of this process, along with final FAA approval, to extend beyond the 6/30/23 expiration.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on \_\_\_\_\_ (to be completed by Department).

Agency: Hernando County BOCC

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

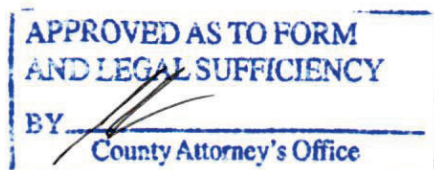
Legal Review:

DocuSigned by:

Martin Hernandez

04/26/2023 | 7:09 AM EDT

844ABE3212BB414...







## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Procurement Department  
Prepared By: Carla Rossiter-Smith  
Initiator: Toni Brady  
DOC ID: 12203  
Legal Request Number: 21-255-3  
Bid/Contract Number:

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#### TITLE

Amendment No. 1 to Contract With Coastal Engineering Associates, Inc., for Engineering Services for Septic to Sewer Conversion, District A, and Development of Septic Upgrade Incentive Program for Utilities Department

#### BRIEF OVERVIEW

On August 23, 2022, the Board of County Commissioners approved award of Contract (RFQ No. 21-RG0045/PH) to Coastal Engineering Associates, Inc., for Engineering Services for Septic to Sewer Conversion, District A, and Development of Septic Upgrade Incentive Program for Utilities Department.

Eight pages of Exhibit "A" detailing the Scope of Services for the Septic to Sewer District A Phase I were inadvertently omitted from the contract document package presented to BOCC for approval and signature. Although these eight pages, with detail, were omitted a simplified scope of services for Septic to Sewer District A Phase I was included in the contract documents provided for BOCC approval on August 23, 2022. The scope was also included in the Request for Qualifications and received proposals.

This BOCC item is to request the Chairman's countersignature on Amendment One (1) to Contract No. 21-RG0045/PH incorporating the previously omitted eight pages detailing the Scope of Services for Septic to Sewer District A Phase I into the contract documents.

#### FINANCIAL IMPACT

None.

#### 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.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on Amendment One (1) to Contract No. 21-RG0045/PH.

#### REVIEW PROCESS

|                   |           |            |          |
|-------------------|-----------|------------|----------|
| Grace Sheppard    | Approved  | 05/08/2023 | 9:21 AM  |
| Ron Patel         | Approved  | 05/08/2023 | 3:40 PM  |
| Gordon Onderdonk  | Approved  | 05/09/2023 | 9:33 AM  |
| Toni Brady        | Approved  | 05/12/2023 | 8:33 AM  |
| Pamela Hare       | Delegated | 05/12/2023 | 8:33 AM  |
| Lisa Morgan       | Approved  | 05/15/2023 | 8:55 AM  |
| Melissa Tartaglia | Approved  | 05/16/2023 | 12:25 PM |
| Heidi Kurppe      | Approved  | 05/16/2023 | 12:57 PM |

|                |          |                     |
|----------------|----------|---------------------|
| Scott Herring  | Approved | 05/16/2023 12:58 PM |
| Jeffrey Rogers | Approved | 05/16/2023 1:16 PM  |
| Colleen Conko  | Approved | 05/16/2023 2:25 PM  |





## AGENDA ITEM

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### TITLE

Award of Contract to Coastal Engineering Associates, Inc., for Engineering Services for Septic to Sewer Conversion, District A, and Development of Septic Upgrade Incentive Program for Utilities Department

Award of Contract to Coastal Engineering Associates, Inc., for Engineering Services for Septic to Sewer Conversion, District A, and Development of Septic Upgrade Incentive Program for Utilities Department

### BRIEF OVERVIEW

On September 8, 2021, the Purchasing and Contracts Department issued a Request for Qualifications (RFQ No. 21-RG0045/PH) for Engineering Services for Septic to Sewer, District A and Septic Upgrade Incentive Program. The term of the resulting contract is for thirty-six (36) months or through construction completion, whichever is greater. The County intends to award one (1) contract to the highest-ranked proposing firm.

Four (4) proposals were received on the opening date of October 20, 2021, from the following firms (in alphabetical order):

- Chen Moore & Associates - Maitland, FL
- Coastal Engineering Associates, Inc. - Brooksville, FL
- Kimley-Horn - Ocala, FL
- Mead & Hunt - Tampa, FL

A Professional Services Review Committee (PSRC) comprised of Richard Kirby, P.E., Utilities Engineering Division Manager; Fred LaPiana, Assistant Public Works Director; Darrell Rose, Utilities Inspector II; and Alys Brockway, Water Resources Manager, met on December 1, 2021, to review and rank the four (4) written proposals. The selection process was conducted using the guidelines set forth in Section 287.055, 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:

| <u>FIRM NAME</u>                        | <u>TOTAL AVG. POINTS</u> |
|---|--------------------------|
| 1. Coastal Engineering Associates, Inc. | 88.75                    |
| 2. Mead & Hunt                          | 83.00                    |
| 3. Kimley-Horn                          | 72.25                    |

As per the attached memo dated December 13, 2021, the PSRC concurs with the ranking order and recommended that contract negotiations begin with the highest-ranked firm. Staff entered into negotiations for RFQ No. 21-RG0045/PH with Coastal Engineering Associates,

Inc. Staff has successfully completed negotiations. The final negotiated contract is attached for your approval.

## FINANCIAL IMPACT

Funding is available in the following accounts: HCUD Septic to Sewer Grant department 33505-Improv-Sewer Line Upgrade Account 5626322 and HCUD Septic Incentive Program Grant department 33504-Contracted Services Account 5303401. Separate purchase orders will be issued for each project.

## 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.

## RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on attached negotiated Contract No. 21-RG0045/PH with Coastal Engineering Associates, Inc., for the Engineering Services for Septic to Sewer, District A in the estimated amount of \$1,798,678 and Septic Upgrade Incentive Program of estimated \$298,540 and authorize the Chief Procurement Officer to approve change orders as they become necessary and required against available budgets.

## REVIEW PROCESS

|                  |          |            |          |
|------------------|----------|------------|----------|
| Katrina Tejera   | Approved | 07/28/2022 | 1:41 PM  |
| Grace Sheppard   | Approved | 07/28/2022 | 1:44 PM  |
| Gordon Onderdonk | Approved | 07/29/2022 | 3:59 PM  |
| Helen Gornes     | Approved | 08/01/2022 | 3:51 PM  |
| Toni Brady       | Approved | 08/03/2022 | 10:09 AM |
| Pamela Hare      | Approved | 08/03/2022 | 10:34 AM |
| Pamela Hare      | Approved | 08/08/2022 | 11:03 AM |
| Maureen Sikora   | Approved | 08/08/2022 | 3:50 PM  |
| Jenine Wimer     | Approved | 08/10/2022 | 11:05 AM |
| Jeffrey Rogers   | Approved | 08/11/2022 | 10:41 PM |
| Jeffrey Rogers   | Approved | 08/11/2022 | 10:41 PM |
| Colleen Conko    | Approved | 08/12/2022 | 3:09 PM  |

**RESULT:**     **ADOPTED**

**MOVER:**     Wayne Dukes

**SECONDER:** Jeff Holcomb

**AYES:**     Champion, Allocco, Narverud, Dukes and Holcomb



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
CONTRACT NO. 21-RG0045/PH**

THIS Agreement made and entered into this 23rd day of August, 2022  
by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive,  
Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and Coastal  
Engineering Associates, Inc., 966 Candlelight Blvd., Brooksville, FL 34601, duly authorized to conduct business in  
the State of Florida, hereinafter called the Professional.

**WITNESSETH:**

**SECTION 1.** The County does hereby retain the Professional to furnish certain services in connection with:

Engineering Services for Septic to Sewer, District A and Septic Upgrade Incentive Program for the  
Hernando County Utilities Department.

**SECTION 2.** The Professional and the County mutually agree to furnish, each to the other, the respective  
services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or  
revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental  
written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

**SECTION 3.** The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced,  
subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or  
its designee and shall be completed within thirty-six (36) months or through construction completion, whichever is  
greater, from the date of issuance of the Purchase Order and /or Notice to Proceed.

**SECTION 4.** The Professional agrees to provide Project Schedule progress reports in a format acceptable to the  
County, either monthly or at intervals established by the County. The County will be entitled at all times to be  
advised, at its request, as to the status of work being done by the Professional and of the details thereof.  
Coordination shall be maintained by the Professional with representatives of the County. Either party to the  
Agreement may request and be granted a conference.

**SECTION 5.** In the event there are delays on the part of the County as to the approval of any of the materials  
submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the  
Professional which delay the project schedule completion date, the County shall grant to the Professional, by  
"Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there  
are no changes in compensation or scope of work, except those changes that may be agreed upon between the  
parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within  
which to complete all services on the project. In the event there have been delays that would affect the project  
completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the  
delay and the amount of time related to each reason. The County shall timely review the request and make a  
determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension  
of the completion date, partial progress payments will be stopped on the date time expires. No further payment for  
the project will be made until a time extension is granted or all work has been completed and accepted by the  
County.

**SECTION 6.** The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

**SECTION 7.** All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.

b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

**SECTION 8.** All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

**SECTION 9.** The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

**SECTION 10.** The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.



**SECTION 11.** The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

**SECTION 12.** The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
  - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
  - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

**SECTION 13.** Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

**SECTION 14.** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**SECTION 15.** The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). *Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.*

**SECTION 16.** The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this

Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 17.** Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

**SECTION 18.** Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**SECTION 19.** The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

**SECTION 20.** Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

**SECTION 21.** All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

**SECTION 22.** Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

**SECTION 23.** Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In

any litigation arising from this agreement, the parties, for themselves, and for their successors and assigns, do hereby expressly and knowingly waive and release all rights to trial by jury.

#### SECTION 24. E-VERIFY.

Contractor/Consultant/Professional 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, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional 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 Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional 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 Contractor/Consultant/Professional 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.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional 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 Contractor/Consultant/Professional 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.

Contractor/Consultant/Professional 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 to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article 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.

**SECTION 25. INTERPRETATION**

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

**SECTION 26. TRAVEL**

Engineering firms (Professional) requesting travel and subsistence reimbursement shall comply with Florida Statute 112.061 (Current Edition).

**SECTION 27.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.

**SECTION 28.** This Agreement (together with the documents referred to herein as from time to time amended) constitutes the entire Agreement between the parties with respect to the matters dealt with herein and supersedes any previous agreement between the parties in relation to such matters. Save in respect of statements made fraudulently, the parties accept that they are to have no rights or liabilities in respect of pre-contractual statements.

**SECTION 29.** This Agreement may not be amended or modified in any manner except by a written agreement executed by both parties.

**SECTION 30.** Attachments:  
Exhibit "A" Scope of Services  
Exhibit "B" Compensation and Method of Payment  
Exhibit "C" Truth in Negotiation Form  
Exhibit "D" Aerial Map of District "A"  
Exhibit "E" Certificate of Insurance (To Be Provided at Contract Award)

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

(SEAL)



Attest: Heidi Kuyper, P.C. Date: 8/23/22  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

Witness

Lindsay A. Morgan

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Steve Champion, Chairman

COASTAL ENGINEERING ASSOCIATES, INC.

By 7/13/22  
Printed Name and Title of Professional

Cliff E. Manuel, Jr., P.E.  
President

## EXHIBIT "A"

### SCOPE OF SERVICES:

**1.1 SEPTIC TO SEWER:** Hernando County Utilities Department (HCUD) is pursuing a Septic to Sewer Conversion Program in cooperation with Florida Department of Environmental Protection to enhance water quality in the Weeki Wachee Priority Focus Area (PFA) by removing existing septic tanks from service and connecting these properties to central sewer service. The project includes engineering design and permitting of central sewer pipes and pumping stations, removal and abandonment of septic systems, and restoration of property, roads and sidewalks. Required services include, but are not limited to, the following:

- Conceptual Engineering design of central wastewater collection and transmission systems;
- Preliminary Engineering design of central wastewater collection and transmission systems;
- Final Engineering design of central wastewater collection and transmission systems;
- Electrical Engineering design of wastewater pumping stations;
- Instrumentation and electronic design for wastewater pumping station SCADA;
- Organize and present public outreach meetings and presentations;
- Develop plans and/or procedures for abandoning septic systems on private property and connecting properties to central sewers;
- Prepare Engineering plans for construction;
- Obtain all necessary building and regulatory permits;
- Perform Construction Engineering Inspection services;
- Prepare technical specifications for permitting and construction;
- Prepare bid documents;
- Prepare as-built drawings;
- All other related services.

**1.2 SEPTIC UPGRADE INCENTIVE PROGRAM:** Hernando County Utilities Department will engage a Consultant to set up, implement, and run Hernando County's residential septic upgrade program. This will be limited to two hundred (200) eligible enhanced septic system installations. This is a grant-funded program through the Florida Department of Environmental Protection (FDEP). The septic upgrade incentive program was piloted by FDEP which now has transitioned the program to counties with first magnitude springs that have completed (or are completing) their wastewater feasibility assessment(s). This program offers incentives for residents who are within the Weeki Wachee Springs Priority Focus Area to voluntarily upgrade their conventional septic systems to approved enhanced nitrogen reducing OSTDS. Subsidies for the septic upgrade are paid to authorized septic installers and licensed plumbers. Tasks include, but are not limited to:

- Identify and verify eligible septic installers and licensed plumbers in the springs coast region/vicinity. This requires verification with the State and Department of Health.
- Identify areas within the Weeki Wachee Springs Priority Focus Area which are eligible to participate. The following areas are not eligible to participate in the SUIP: Residences within HCUD's septic to sewer project areas: A, B, or E, residential properties which participated in FDEP pilot septic upgrade program or new residential properties.
- Review and approve applications for eligibility and compliance with program requirements.
- Prepare and submit to HCUD required reports and FDEP.
- Representation during site visits and monitoring including taking photographs of installation prior to completion. Observe and verify each enhanced OSTDS installation and certify compliance.
- Develop project information management system, project scheduling and compliance.
- Establish communication structures for septic installers, plumbers and interested residents, such as a public email address and/or phone number.

**EXHIBIT "A"**  
**Engineering Services for Septic to Sewer, District A and Septic Upgrade  
Incentive Program**

**Hernando County Septic Upgrade Incentive Program Scope of Services**  
**Contract No. 21-RG0045/PH**  
**July 5, 2022**

**BACKGROUND**

The Hernando County Utilities Department (HCUD) has engaged the Coastal Team to create, implement and manage a residential septic upgrade program for eligible residents located in Hernando County. The initial funding for this program will be limited up to a maximum of 330 eligible enhanced septic system installations.

This program will be funded through a grant from the Florida Department of Environmental Protection. The septic upgrade program was initially piloted by FDEP which has now transitioned the program to counties with first magnitude springs who have completed their wastewater feasibility assessments. This program will offer incentives for residents who are in the Weeki Wachee Springs Priority Focus Area to voluntarily upgrade their conventional septic systems to approved enhanced nitrogen reduction OSTDS. Subsidies for the septic upgrade will be paid to authorized septic installers and licensed plumbers.

**SCOPE OF SERVICES**

**Task 1. Project Management System**

Develop and implement a financial and information management system for the project. Set up project financial files and prepare a project management plan that will be used throughout the project. The plan will summarize the project objectives, project schedule, project budget, communication plan, accounting/invoicing procedures, and project contact list. Monitor the project progress and manage the project in conformance with the contract.

**Task 2. Application Procedures and Documents**

Work with County staff to create a suitable application, application procedures and documents necessary to run the program as outlined in the FDEP Grant Agreement. Application will be created to allow for online and paper submittal.

**Task 3. Contractor Identification & Approved Vendor List**

- A. Research and prepare a list of Approved Contractors to provide plumbing and septic installation services in Hernando County. Consultant to vet and work with County staff to approve the final list.



- B. Contact and coordinate with selected licensed contractors to educate them on the program and the expectations of participation.
- C. Create an Approved Contractors list of licensed contractors in the area to be provided to the homeowners as part of the application process.

**Task 4. Program Outreach & Advertising**

- A. Program Website – Work with County staff to create an interactive website page with program information, eligibility requirements, application process and ability to digitally submit a program application.
- B. Public Outreach Meetings – Work with County staff to set-up and manage public outreach meetings to discuss the program, eligibility requirements and application procedures. Assume a maximum of two public outreach meetings.

**Task 5. Application Management & Processing**

- A. Create and maintain a filing system with applicant documents, progress recordings and permits for paper and web-based applications.
- B. Review applications for eligibility and compliance with FDEP Program requirements, applicable rules, regulations, guidance, and FDEP Grant Agreements. Issue notification of acceptance/denial as warranted.
- C. Provide technical assistance and communicate with the applicants to answer questions and provide project information. Communicate through the County with the FDEP as necessary.
- D. Act as the point of contact between applicants, County, contractors, and the Health Department.
- E. Consultant to observe and verify installation by providing onsite visits and monitoring. Provide installation photographs prior to installation completion, verify enhanced OSTDS installation and compliance prior to final Department of Health inspection.
- F. Prepare and track application specific documents, reimbursements, permits, etc. for each individual installation.

**Task 6. FDEP Grant Management Assistance & Coordination**

- A. Track FDEP budget and maintain compliance with Grant Agreement.
- B. Provide oversight of the overall project schedule and compliance for FDEP projects, programs, and activities.
- C. Assist in development of County requests for reimbursement to FDEP.
- D. Prepare and deliver required quarterly reports per the Grant Agreement.
- E. Prepare documents for financial close-out of the grant.
- F. Assist the County, as applicable, with subsequent audits or investigations related to the Grant Agreement and use of FDEP funds.

**Contract 21-RG0046/PH**  
**Hernando County Septic to Sewer Program**  
**EXHIBIT "B" FEE SCHEDULE**

[illegible]**TOTAL HOURLY COSTS** \$ 5,723,170.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 7,500.00

|                                 |           |
|---------------------------------|-----------|
| Subsidiary (United cit) - Three | 48,880.00 |
|---------------------------------|-----------|

*[Handwritten signature]*

6/28/22 ab/

102-11

Page 4 of 4

1/200 for Paddy Hall.

6/24/22

0/24/22

[illegible]

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|  |  |  |  |
|--|--|--|--|
| Penn Manor Council Engineering Association, Inc.<br>Signature: <u>[Signature]</u><br>Date: <u>Mar 15, 2012</u> | HCU<br>Signature: <u>[Signature]</u><br>Date: <u>6/29/22</u> | HERMANSON GROUP<br>Signature: <u>[Signature]</u><br>Date: <u>6/29/22</u> | for <u>Patten Hall</u><br>Chief Professional Officer<br>Date: <u>8/24/22</u> |
|--|--|--|--|

|   |  |                |
|---|--|----------------|
| 1 | James Montgomery                                 | \$116,826.00   |
| 2 | John C. & P. J. Kline                            | \$420,000.00   |
| 3 | James Construction Service, Plumbing & Hot Water | \$1,074,298.00 |
| 4 | James's Restaurant Association                   | \$25,000.00    |
| 5 | John Church                                      | \$150,000.00   |
| 6 | Seawater Systems of Mobile Coats                 | \$10,945.00    |
| 7 | Seaford Associates                               | \$34,772.00    |
|   | <b>Subtotal</b>                                  | \$1,732,836.00 |
|   | <b>Total</b>                                     | \$2,768,812.00 |

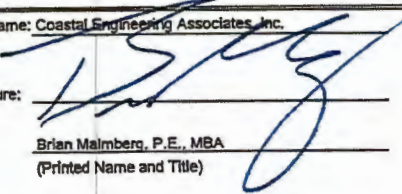
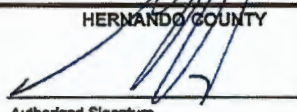

Task Order No. 6  
Contract 21-RG0045/PH  
Hernando County Septic Upgrade Incentive Program  
EXHIBIT "B" FEE SCHEDULE

| TASK | PROJECT ACTIVITY                                 | Coastal |           | Coastal |          | GSG, Inc. |           | GSG, Inc. |           | GSG, Inc. |           | Man Hrs | Cost | Man Hrs | Cost | Basic Activity \$ AMOUNT | Man Hrs by Activity | Avg Hrsly Rate |
|------|--|---------|-----------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|---------|------|---------|------|--------------------------|---------------------|----------------|
|      |  | Man Hrs | Cost      | Man Hrs | Cost     | Man Hrs   | Cost      | Man Hrs   | Cost      | Man Hrs   | Cost      |         |      |         |      |                          |                     |                |
| 1    | Project Management System                        | 80      | \$ 185.00 | 48      | \$ 60.00 | 12        | \$ 170.00 | 80        | \$ 160.00 |           | \$ 125.00 |         |      |         |      | \$ 32,400.00             | 218                 | \$148.62       |
| 2    | Application Procedures and Documents             | 8       | \$ 185.00 |         | \$ 60.00 | 24        | \$ 170.00 | 48        | \$ 160.00 | 46        | \$ 125.00 |         |      |         |      | \$ 18,990.00             | 126                 | \$150.71       |
| 3    | Contractor Identification & Approved Vendor List | 4       | \$ 185.00 |         | \$ 60.00 | 20        | \$ 170.00 | 48        | \$ 160.00 | 40        | \$ 125.00 |         |      |         |      | \$ 16,820.00             | 112                 | \$150.18       |
| 4    | Program Outreach & Advertising                   |         |           |         |          |           |           |           |           |           |           |         |      |         |      |                          |                     |                |
| 4A   | Program Website                                  | 4       | \$ 185.00 |         | \$ 60.00 | 6         | \$ 170.00 | 32        | \$ 160.00 | 6         | \$ 125.00 |         |      |         |      | \$ 7,630.00              | 48                  | \$158.96       |
| 4B   | Public Outreach Meeting                          | 8       | \$ 185.00 | 8       | \$ 60.00 | 8         | \$ 170.00 | 10        | \$ 160.00 | 8         | \$ 125.00 |         |      |         |      | \$ 5,920.00              | 42                  | \$140.95       |
| 5    | Application Management & Processing              | 14      | \$ 185.00 |         | \$ 60.00 | 106       | \$ 170.00 | 474       | \$ 160.00 | 92        | \$ 125.00 |         |      |         |      | \$107,950.00             | 686                 | \$157.36       |
| 5E   | Field Review & Inspection                        |         | \$ 185.00 |         | \$ 60.00 |           | \$ 170.00 |           | \$ 160.00 | 650       | \$ 125.00 |         |      |         |      | \$ 82,500.00             | 650                 | \$125.00       |
| 6    | FDEP Grant Management Assist. & Coord.           | 10      | \$ 185.00 |         | \$ 60.00 | 64        | \$ 170.00 | 60        | \$ 160.00 | 20        | \$ 125.00 |         |      |         |      | \$ 24,830.00             | 154                 | \$161.23       |
|      |  |         |           |         |          |           |           |           |           |           |           |         |      |         |      |                          |                     |                |
|      |  |         |           |         |          |           |           |           |           |           |           |         |      |         |      |                          |                     |                |
|      |  |         |           |         |          |           |           |           |           |           |           |         |      |         |      |                          |                     |                |

SUB-TOTAL HOURLY COSTS \$ 3297,040.00

Out-of-Pocket Expenses (actual cost - not to exceed) \$ 1,500.00

NOT TO EXCEED TOTAL LUMP SUM COST \$ 3298,540.00

|  |                       |   |   |
|--|-----------------------|---|---|
| Firm Name: Coastal Engineering Associates, Inc.  |                       | HERNANDO COUNTY   |   |
| Signature:  | Department Name: HCUH | Authorized Signature:  | for  Chief Procurement Officer |
| Brian Malmberg, P.E., MBA<br>(Printed Name and Title)  | 6/29/22<br>(Date)     | Gordon Underdank<br>(Printed Name and Title)  | 8/24/22<br>(Date)   |
| Date: May 12, 2022   |                       |   |   |



# 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.

Coastal Engineering Associates, Inc.  
 Name of Firm  
 Authorized Signature \_\_\_\_\_ Title President  
 07-29-2022  
 Date

EXHIBIT "D"



Figure 15. District A

Septic to Sewer Conversion Study

**Coastal** Engineering  
Planning  
Surveying  
Environmental  
Transportation  
Construction Management  
engineering associates, inc.





## DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

### AMENDMENT NO. ONE (1)

TO

CONTRACT No. 21-RG0045/PH

FOR

### ENGINEERING SERVICES FOR SEPTIC TO SEWER CONVERSION, DISTRICT A PHASE 1 AND DEVELOPMENT OF SEPTIC UPGRADE INCENTIVE PROGRAM

The following changes, additions and/or deletions are hereby made a part of the Agreement Documents for **CONTRACT No. 21- RG0045/PH – ENGINEERING SERVICES FOR SEPTIC TO SEWER CONVERSION, DISTRICT A AND DEVELOPMENT OF SEPTIC UPGRADE INCENTIVE PROGRAM**, as fully and completely as if the same were fully set forth therein:

1. Addition of the enclosed eight pages to Exhibit A.
2. All other terms and conditions shall remain the same.

Coastal Engineering Associates, Inc.

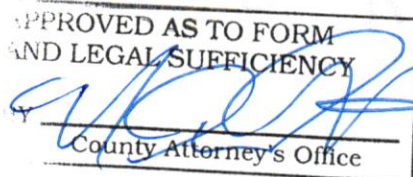
BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
John Allocco, Chairman  
Hernando Board of County Commissioners  
Hernando County, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





**EXHIBIT "A"**  
**Engineering Services for Septic to Sewer, District A and Septic Upgrade  
Incentive Program**

**Septic to Sewer District A Phase 1**  
**Contract No. 21-RG0045/PH**  
**May 31, 2022**

**BACKGROUND**

The scope of services to be performed shall consist of conceptual design and final detailed design services for the gravity sewer system, pump station(s), forcemain and individual lot connections required to provide sanitary sewer service to District A Phase 1 of the Hernando County Septic to Sewer area. This phase is comprised of Pump Stations A-3, A-4 and 4-5 from the 2016 Septic to Sewer Study and 2020 Master Wastewater Plan. This phase contains approximately 510 connections. These connections consist of approximately 413 occupied lots and 97 vacant lots with multiple commercial connections along Cortez Boulevard (SR-50). Design services will include proper abandonment of septic tanks and drain fields on the individual lots.

Key elements of District A Phase 1:

- 510 connections (413 occupied, 97 vacant)
- Assume approximately 90 sanitary manholes will be required
- Assume approximately 22,000 LF of gravity sewer pipe will be required
- Three (3) lift station s will be required
- Approximately 35,000 LF of right-of-way

**SCOPE OF SERVICES**

**Task 1. Project Management**

Develop and implement a financial and information management system for the project. Set up project financial files and prepare a project management plan that will be used throughout the project. The plan will summarize the project objectives, project schedule, project budget, communication plan, accounting/invoicing procedures, and project contact list. Monitor the project progress and manage the project in conformance with the contract.

- Prepare a project schedule
- Project Initiation: Conduct a project initiation meeting to clarify the requirements for the project, review pertinent available data, and present a work plan and initial work schedule.
- Documentation: Prepare and distribute meeting minutes for project initiation and design review meetings.

**Task 2. Data Collection & Field Review**

**2.1** Prepare preliminary schematic design document(s).

- Conduct surface reconnaissance field trips: Review existing road/parcel conditions, the size and quantity of trees, and other factors in the field that could be a hindrance or impact to the routing of mains and services.
- Coordinate with other Stakeholders: Coordinate with HCUD Engineering, HCUD Operations & Maintenance, as well as the Hernando County Public Works Department during the design process. As applicable, coordinate with other potentially affected utility owners if locates indicate their utilities are within the proposed construction corridors.

**2.2** Provide Survey required for design, construction drawings, and permitting: This will include horizontal and vertical location of roadways, rights-of-way, utilities, trees, driveways, fences, signage, sidewalks, and other known improvements within the right-of-way. Monumentation in support of future construction stakeout will be required.

- Should it be required, the Consultant shall define specific locations where subsurface utility locate engineering is necessary to assist the surveyor. Examples of “subsurface utility locate engineering” include vacuum excavation, and ground penetrating radar. Data gathered at connection and conflict point locations shall conform to ASCE 38-02 Quality Level A.
- It will also be necessary to conduct survey on existing developed lots. Prepare individual as-built surveys for each parcel depicting existing above ground improvements including houses, trees, hedges, driveways, walks, etc. as well as the location of water and sewer utility connections to the home, and the location of the existing septic tank, drainfield, and well (if any).
- The location and mapping of septic tanks and drainfields will be reliant on marks to be placed on the surface by the property owners, probing, and above ground evidence as marked by a locating service. The scope does not include replacing missing lot corners.
- The right-of-way and individual lot survey will include the size and location of trees that will be impacted by the construction. No tree mitigation is anticipated with this project.

**2.3** Obtain information from a Geotechnical Engineering sub-consultant regarding sub-surface soils and their suitability for the proposed construction: Provide geotechnical engineering services (using a sub-consultant) including field exploratory work, laboratory and field testing, and professional guidance in tests to be made at locations based on drawings and designs. Services shall include geotechnical exploratory work such as soil borings and penetration tests, as well as any laboratory tests that may be required to provide information for design. Soil borings will generally be at intervals of 300 feet (at approximate sanitary sewer manhole locations) along the proposed pipe route and to five (5) feet below the proposed pipe invert. The design engineer shall assist in defining the required depths and locations of geotechnical services. Particular attention shall be given to borings at proposed pump station locations. The intent is to provide contractors with bid documents that are sufficiently complete to minimize the discovery of unforeseen conditions.

- The geotechnical firm will provide a geotechnical report interpreting the data obtained from the exploratory work and laboratory testing and describing the subsurface conditions that can be anticipated during construction.

The design engineer shall anticipate two (2) meetings with HCUD during the course of Sewer Service Exhibit completion, and two (2) site visits to review initial survey data.

### **Task 3. Provide Design, Construction Drawing, Permitting, and Bid Document Preparation**

Design shall be in accordance with HCUD Design Guidelines as well as the HCUD Water, Reclaimed Water and Wastewater Construction Specifications Manual, latest editions, as well as FDEP requirements, Chapter 64E-6 FAC and the Florida Building Plumbing Code. Construction drawings shall include:

- Demolition plans.
- Maintenance of Traffic plans.
- Site stake-out plans.
- Water and Sewer construction plans.
- Sewer profiles.
- Sewage pumping station detail plans.
- Water and sewer details.
- Other utility conflict resolution and restoration plans.
- Roadway and right-of-way restoration plans: Roadways and rights-of way will be reconstructed or repaired in accordance Hernando County DPW requirements.

#### **3.1 10% Preliminary Sanitary Sewer Layout and Review**

- Prepare a ten percent (10%) Preliminary Sanitary Sewer Layout based on readily available LiDAR topographic data and GIS property data for the project area.
- We anticipate these documents to be presented on plan view only 24" x 36" sheet format.
- Meet with HCUD to discuss preliminary layout

#### **3.2 Conceptual (30%) Design of Wastewater Collection System**

- Prepare a Conceptual thirty percent (30%) Design deliverable including plan-view drawings to indicate the wastewater collection plan and water distribution system plan for the area. Locations of manholes, gravity sewer, forcemain, pumping stations, valves, and pipe sizes shall be shown on the drawings. One (1) pdf format USB or digital download link are required to be submitted for the thirty percent (30%) Design deliverable.
- The documents shall be prepared for the selection of a private construction contractor by a public competitive bid. Drawings shall be prepared in 24" x 36" sheet format. Plan and profile sheets shall be developed at a plan view scale of 1" = 20' (horizontal) and 1" = 2' (vertical).



- Meet with HCUD to obtain review comments on the Conceptual thirty percent (30%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.
- Incorporate the conceptual plan into the Master Wastewater Model and summarize the lift station sizing in a technical memorandum.

### **3.3 60% Design Documents**

- Prepare a sixty percent (60%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. One (1) pdf format USB or digital download link are required to be submitted for the sixty percent (60%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted thirty percent (30%) Design deliverable.
- Submit pdf format of Sewer Service Hook-up Exhibits for a portion (dependent on available lot surveys) of existing house structures within the project area.
- Prepare 60% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval.
- Prepare 60% Storm Water Pollution Plans and coordinate with Hernando County DPW.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.
- Meet with HCUD to obtain review comments on the sixty percent (60%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

### **3.4 Individual Lot Sewer Hook Up Exhibits**

Provide Individual lot Sewer Service Exhibits ("Hook-Up Exhibits"): It is anticipated that each lot will require detailed design of a Hook-Up Exhibit. This task will utilize survey data (as described above) which will be used to produce a plan view depicting the proposed routing of sewer service piping (including sewer service minimum slopes) from the dwelling to the service stub-outs at the right-of-way line. This effort will include the following sub-tasks:

- Obtain existing record drawings of the project area.
- Review the detailed parcel surveys.
- Perform a field reconnaissance to generally confirm acquired data and denote any additional information needs.
- In the event that a specific sewer service connection location cannot be confirmed in the field, a worst-case service design routing shall be shown for parcel owner coordination.
- Utilizing the information gathered/reviewed above, the design engineer will produce a DRAFT copy of each Sewer Service Exhibit showing the proposed service routings for

review and approval by HCUD. The size and scale of the exhibits shall be such that details are readable and clear.

- Comments received as a result of HCUD review shall be addressed and reflected in FINAL copies of the Exhibits provided to HCUD.
- The design engineer shall anticipate coordination with the surveyor during the course of their work including review of draft work products or other information to insure appropriate survey information is obtained for completion of the Sewer Service Exhibits.

### **3.5 Permit Submittals**

The Coastal Team will submit the required permit applications to construct this project.

A. We expect to submit the following permit applications:

- Hernando County Right-of-Way Letter of Approval. Note that this includes preparation of a Storm Water Pollution Prevention Plan (SWPPP) that meets the minimum erosion and sedimentation control measures required by Hernando County LDC, as well as any other items necessary to obtain the Right-of-Way Letter of Approval.
- HCUD Self-Permitting (FDEP) Sewer Permits.
- Florida Department of Transportation (FDOT) Utility Permit.

B. Permit Submittal Scope will include:

- Preparation of applications, exhibits, drawings, and specifications as necessary for execution and submittal.
- Furnishing additional information about the project design and making revisions to the application documents as required for permit approvals.
- Provision of copies of permits and related documents to HCUD.

### **3.6 90% Design Documents**

- Prepare a ninety percent (90%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. An electronic pdf is required to be submitted for the ninety percent (90%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted sixty percent (60%) Design deliverable.
- Submit pdf format electronic and hard copies of Sewer Service Hook-up Exhibits for remaining lots within project area.
- Prepare 90% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval.
- Prepare 90% Storm Water Pollution Plans and coordinate with Hernando County DPW.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews.

- Meet with HCUD to obtain review comments on the ninety percent (90%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

### **3.7 100% Design Documents**

- Prepare a one hundred percent (100%) Design deliverable of the wastewater collection system including detailed drawings of the proposed wastewater pipeline construction and submit to HCUD for review and approval. Two (2) full size sets of drawings and an electronic pdf are required to be submitted for the one hundred percent (100%) Design deliverable.
- Incorporate HCUD's comments, if any, to the previously submitted ninety percent (90%) Design deliverable and prepare Final Detailed Drawings and a Bid Form deliverable for the proposed work, including materials and equipment required.
- Prepare 100% Maintenance of Traffic (MOT) plans and coordinate the proposed MOT plan with the Hernando County DPW for approval.
- Prepare 100% Storm Water Pollution Plans and coordinate with Hernando County DPW.
- Conduct internal quality assurance/quality control (QA/QC) and constructability reviews at each Project milestone.
- Bidding Documents to be provided to HCUD include drawings, bid form schedule with quantities, and text for inclusion into HCUD's Special Conditions, if needed. Provide one USB with electronic drawing files (pdf, Word, Excel and AutoCAD).
- Meet with HCUD to obtain review comments on the one hundred percent (100%) Design. Resolve questions and revise documents to address comments while preparing the design for the next submittal.

### **Task 4. Property Easement Acquisition Assistance**

This task includes identifying specific tracts that may need to be acquired (a pump station site for instance), as well as any permanent easements that may need to be obtained. The scope of this work will include identification of the necessary acquisition, as well as providing a drawing and legal description in sufficient detail to support title research and acquisition. Assume 20 easement specific locations will be required for the project.

### **Task 5. Public Outreach**

Provide assistance to the HCUD Public Outreach effort: Assistance may involve preparation of drawings and graphic presentation exhibits for use in town hall meetings with residents. Typically, this will include a general layout of the work proposed as well as a graphic representation of a sewer main installation, a new sewer service layout. The Coastal Team will not be responsible for setting up the venue time/place, meeting minutes at these Public Information Program engagements.

### **Task 6. Engineer's Opinion of Probable Cost**



Consultant will prepare opinions of construction cost at each stage of deliverables in accordance with the Association for the Advancement of Cost Engineering International, Inc. (AACE) for the purpose of assisting HCUD in preparing budget funding requests, and evaluating design options. Expected accuracy will be as follows: Class 3 estimate for thirty percent (30%) design deliverable; and Class 1 estimate for ninety percent (90%) and 100% design deliverable. The Engineer's Opinion of Probable Cost shall include all costs to complete the project, including the engineering construction oversight.

### **Task 7. Bidding Assistance**

Hernando County Purchasing will administer the bidding process. The Consultant will provide support including assembly of proposal documents (plans, specifications, and bid forms), assistance in responding to proposers' questions (requests for clarification, requests for information), and assistance in evaluation of the proposals received.

### **Clarifications and Assumptions**

1. The number of individual commercial and residential sites within the project area is approximately 510 parcels.
2. We have assumed 2 hours per lot to complete the individual Sewer Service Hook-up Exhibits. This assumption is based on trees and lot improvements may be impacted when connecting the individual homes to new sewer system.
3. We have assumed a construction drawing total sheet count of up to approximately 200 sheets for all non-MOT sheets.
4. HCUD will provide available as-built data of proposed project site and existing infrastructure within one month of date of notice to proceed.
5. Permitting services beyond those specifically included in the Scope of Services are excluded.
6. All permit fees, plan review fees, or other regulatory fees including but not limited to Hernando County and FDEP permits are excluded from this Scope of Services and are assumed to be paid directly by HCUD.
7. FDOT permitting will be required for commercial parcels located along Cortez Boulevard (SR-50).
8. The Consultant will provide responses to three (3) request of additional information (RAIs) to permitting agencies. The responses to RAIs will be submitted to HCUD for review and approval prior to submittal to permitting agencies.
9. Archaeological surveying and permitting are excluded from this Scope of Services.
10. The overall project schedule assumes HCUD will provide review comments within 2 weeks for the 30% submittal, and 3 weeks for the remaining 60%, 90% and 100% submittals.
11. Driveways to be replaced within the project site will be replaced with new concrete from the right-of-way line to the edge-of-pavement. The thickness of the new concrete driveway will be based on the Hernando County Facility Design Guidelines.

12. The project site is assumed to be free of soil and groundwater contamination. A contamination study or remediation planning is not included in this scope of services.
13. Hazardous materials (asbestos, metals, PCBs) investigation, testing, analysis, and abatement design are excluded.
14. The scope of services assumes that there will be a total of three (3) lift station sites for this project. HCUD standard lift station detail sheets and specifications will be utilized for this project.
15. A wildlife study will be conducted to assess the potential impact to threatened or endangered species that may exist within the project boundaries. It is anticipated that gopher tortoise burrows will be identified with the environmental review. A preliminary gopher tortoise burrow study will be provided to assist in determining mitigation costs. Environmental services (e.g., mitigation, species) are excluded from this scope and are not expected to be required.
16. The subsurface utility engineering scope as provided is based on up to 20 utility test holes (Quality Level A).
17. The geotechnical exploration as provided is based on an approximate number of 90 borings. Shallow borings (20' to 25') will be conducted at manholes while deeper borings will be required for the lift stations (30' or to limerock).
18. HCUD representatives will obtain temporary construction easements from property owners as needed to access private property for survey, design, permitting and construction.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: HCFRD  
Prepared By: Kelly Trout  
Initiator: Paul Hasenmeier  
DOC ID: 12137  
Legal Request Number: LR 2023-203  
Bid/Contract Number: N/A

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#### TITLE

Memorandum of Agreement Between State Department of Corrections and Hernando County Fire and Emergency Services for Emergency Services

#### BRIEF OVERVIEW

Hernando County Fire and Emergency Services (HCFES) would like to enter into an agreement with the Florida Department of Corrections to provide fire and emergency services as needed. HCFES will also provide fire prevention and safety education to the staff and inmates.

This agreement will remain in effect for five (5) years unless terminated earlier by written notice of thirty days (30).

#### FINANCIAL IMPACT

There is no financial impact.

#### LEGAL NOTE

The Board is authorized to enter into agreements pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached agreement between the State Department of Corrections and Hernando County Fire and Emergency Services for emergency services.

#### REVIEW PROCESS

|                 |           |            |          |
|-----------------|-----------|------------|----------|
| Paul Hasenmeier | Approved  | 04/27/2023 | 3:06 PM  |
| Tameka Thompson | Approved  | 05/11/2023 | 2:20 PM  |
| Toni Brady      | Approved  | 05/12/2023 | 8:23 AM  |
| Pamela Hare     | Delegated | 05/12/2023 | 8:23 AM  |
| Lisa Morgan     | Approved  | 05/12/2023 | 9:47 AM  |
| Kyle Benda      | Approved  | 05/12/2023 | 10:02 AM |
| Heidi Kurppe    | Approved  | 05/12/2023 | 12:26 PM |
| Scott Herring   | Approved  | 05/12/2023 | 1:33 PM  |
| Jeffrey Rogers  | Approved  | 05/14/2023 | 9:00 PM  |
| Colleen Conko   | Approved  | 05/15/2023 | 9:41 AM  |



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**  
**AND**  
**HERNANDO COUNTY FIRE RESCUE**

This Memorandum of Agreement ("Agreement") is between the Florida Department of Corrections ("Department") and the Hernando County Fire Rescue ("Agency"), which are the parties hereto.

**WITNESSETH**

WHEREAS, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody, and control of, all buildings, grounds, property, and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes (F.S.);

WHEREAS, the purpose of this Agreement is to establish and maintain support during a fire emergency at the Department's Hernando Correctional Institution ("Institution").

NOW THEREFORE, subject to controlling law, rules, regulations, or to other governing policies and procedures, and in consideration of the mutual promises expressed herein, the parties agree as follows:

**I. AGREEMENT TERM AND RENEWAL**

A. Agreement Term

This Agreement shall begin on the date it is signed by both parties, and shall end five (5) years from the date of execution. In the event this Agreement is signed by the parties on different dates, the latter date shall control.

B. Agreement Renewal

The Department has the option to renew this Agreement, in whole or in part, for up to an additional five (5) years beyond the initial term, upon written agreement of both parties, and upon the same terms and conditions contained herein. Exercise of a renewal option is at the Department's exclusive option and shall be conditioned, at minimum, upon the Agency's performance of the Agreement. The Department, if it desires to exercise its renewal option, will provide written notice to the Agency no later than 30 calendar days prior to the Agreement's expiration date.

**II. SCOPE OF AGREEMENT**

A. Definitions

The capitalized terms used in this Agreement, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

1. **Agreement Administrator:** The Department employee, or his/her designee, who will maintain the official Agreement file, draft and process the Agreement and all amendments, terminate the Agreement, and maintain the official records of all formal correspondence between the Department and the Agency.

2. **Agreement Manager:** The Department or Agency employee, or his/her designee, that serve as liaisons between each party and the other and is responsible for performance oversight and operational management of the Agreement.
3. **Warden:** The Department employee designated as responsible for supervising the governance, discipline, and policy of their assigned correctional institution and to enforce all orders and rules.

B. Agency's Responsibilities

1. The Agency shall contact the Department by the following emergency contact methods: Warden: (352) 754-2141 or the control room: (352) 754-2225.
2. In the event the Institution has reason to believe that a fire emergency is imminent, the Agency agrees to respond, upon the Department's notification, 24 hours a day, seven (7) days a week, with the following resources:
  - a. Fire suppression and fire equipment;
  - b. Fire investigation;
  - c. Contact for the ambulance and emergency medical services; and
  - d. Rescue of inmates/persons who may have become trapped.

In addition, the Agency agrees to provide fire prevention and safety education.

3. When participating in applicable simulations, exercises, or other emergency training at the Institution, the Agency's staff shall always be supervised by the Agency's staff in command. At no time shall the Agency's staff be considered to be operating under the supervision, direction, or control of the Institution or the Department.

C. Department's Responsibilities

1. The Department will contact the Agency by the following emergency contact methods: Fire Chief: telephone: (352) 540-4353) or 911.
2. The Department will provide to the Agency the Institution's site plan reflecting all fire hydrants, sprinkler system, water lines, and gas lines.
3. Upon prior notification to the Warden, the Department will make arrangements for the Agency's key staff to tour the Institution, or otherwise familiarize themselves with potential emergency scenarios at the Institution. All the staff responding from both parties will be appropriately trained.
4. The Department will invite the Agency's staff to participate in applicable simulations, exercises, or other emergency training at the Institution.
5. The Department will furnish as much requested support as the Institution is legally and administratively capable of providing; in turn, the Agency agrees to the same.

**D. Joint Responsibilities**

1. The Institution and the Agency's command staff will cooperatively manage an emergency on the Institution's property and the Institution and the Agency's command staff will directly supervise their own participating staff.
2. The Institution and Agency staff will report to the Institution's Administration Building which will serve as the external staging area.
3. Each party shall be responsible for verifying the identification of its own staff.

**III. FINANCIAL OBLIGATIONS**

The parties acknowledge that this Agreement does not create financial obligations between the parties. If costs are incurred as a result of either, or both of the parties performing their duties or responsibilities under this Agreement, each party agrees to be responsible for their own costs.

**IV. AGREEMENT MANAGEMENT**

**A. Agreement Administrator**

The title, address, and telephone number of the Agreement Administrator are:

Contract Administrator  
Bureau of Procurement  
Florida Department of Corrections  
501 South Calhoun Street, Suite 328  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-9773

**B. Agreement Managers**

The parties have identified the following individuals as Agreement Managers.

**FOR THE DEPARTMENT**

Warden  
Hernando Correctional Institution  
16415 Spring Hill Drive  
Brooksville, Florida 34604-8167  
Telephone: (352) 754-6715  
Email:  
HernandoCI.WardenOffice@fdc.myflorida.com

**FOR THE AGENCY**

Patrick Taylor, Deputy Chief  
Hernando County Fire Rescue 15470  
Flight Path Drive Brooksville, Florida  
34604 Telephone: (352) 540-4353  
Email: ptaylor@hernandocounty.us

**V. REVIEW AND MODIFICATION**

Upon request of either party, both parties will review this Agreement in order to determine whether its terms and conditions are still appropriate. The parties agree to renegotiate terms and conditions hereof if it is mutually determined that significant changes in this Agreement are necessary. There are no obligations for either party to agree to amend the Agreement terms.



Upon execution of this Agreement, with the exception of changes to Section IV. AGREEMENT MANAGEMENT, modifications shall be valid only through execution of a formal written amendment to the Agreement. Any changes to the information contained in Section IV. AGREEMENT MANAGEMENT, may be provided to the other party, in writing, and a copy of the written notification shall be maintained in the official Agreement record.

**VI. TERMINATION**

This Agreement may be terminated at any time upon the mutual consent of both parties, or unilaterally by either party, upon no less than 30 calendar days' written notice. Notice shall be delivered by express mail or other method whereby a receipt of delivery may be obtained.

In addition, this Agreement may be terminated with 24 hours' written notice by the Department or the Agency for any failure of either party to comply with the terms of this Agreement or any applicable Florida law.

**VII. OTHER CONDITIONS**

A. Public Records Law

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, F.S., made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Sovereign Immunity

The Agency and the Department are State agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

C. Confidentiality

The Department and the Agency agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Agency agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing, by the Department.

D. Independent Contractor Status

The Agency shall be an independent contractor in the performance of its duties and responsibilities under this Agreement. The Department will neither have nor exercise any control or direction over the methods by which the Agency shall perform its work and functions other than as provided herein. This Agreement does not constitute a partnership or a joint venture between the parties.

E. Disputes

Any dispute concerning performance of the terms of this Agreement shall be resolved informally by the Agreement Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agreement Managers and Contract Administrator.

F. Notices

All notices required or permitted by this Agreement shall be given, in writing, and by hand-delivery or email, to the respective addresses of the parties as set forth in Section IV. AGREEMENT MANAGEMENT, above. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Either party may change the names, addresses, or telephone numbers set forth in Section IV. AGREEMENT MANAGEMENT, above by written notice given to the other party as provided above.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Agreement Manager.

H. No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum, or exhibit attached hereto, nor term, provision, or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

J. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Agreement or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

K. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the Agency may be declared ineligible for further Agreements.

L. Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Florida law, the Agency agrees to disclose any requested information, relevant to the performance of this Agreement, to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Agency is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**AGENCY:**  
**HERNANDO COUNTY FIRE RESCUE**

SIGNED  
BY: \_\_\_\_\_

NAME: John Allocco

TITLE: Chairman, Board of County Commissioners

DATE: \_\_\_\_\_

FEIN: 59-1155275

**FLORIDA DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality, subject to execution.**

SIGNED  
BY: \_\_\_\_\_

NAME: Olyn J. Long

TITLE: Procurement Director

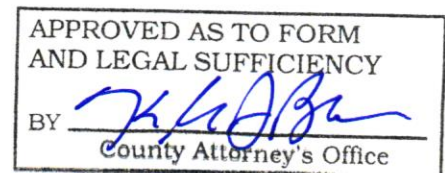
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_

NAME: Dorothy M. Burnsed

TITLE: Deputy General Counsel

DATE: \_\_\_\_\_





## AGENDA ITEM

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### TITLE

Ratification of National Fitness Campaign Grant Application for National Fitness Campaign Fitness Court at Veterans Memorial Park

### BRIEF OVERVIEW

Hernando County Parks and Recreation Department submitted a grant application to National Fitness Campaign (NFC) to become a partner in the NFC program for a fitness court at Veteran's Park. The application was for up to \$30,000 in grant funding from NFC towards the purchase of an NFC fitness court. The total cost of the fitness court is \$155,000, the grant award reduces the cost or match required for the award by \$30,000 making the total cost for purchase \$125,000.

Grant Policy 15-01 provides and allowance for the County Administrator to approve submittal of grant applications when time constraints exist. Due to the time constraints, this grant application was submitted on March 20, 2023, with the approval of the County Administrator.

### FINANCIAL IMPACT

None at this time. If this project is awarded, the County will receive up to \$30,000.00 toward the total NFC fitness court cost of \$155,000.

### LEGAL NOTE

The Board has the authority to take action on this item pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board ratify the application for the National Fitness Campaign Fitness Court Grant for the Veteran's Park Recreational Trail.

### REVIEW PROCESS

|                      |           |            |          |
|----------------------|-----------|------------|----------|
| Christopher Linsbeck | Approved  | 05/08/2023 | 8:32 AM  |
| Toni Brady           | Approved  | 05/12/2023 | 8:37 AM  |
| Pamela Hare          | Delegated | 05/12/2023 | 8:37 AM  |
| Lisa Morgan          | Approved  | 05/12/2023 | 10:11 AM |
| Jon Jouben           | Approved  | 05/12/2023 | 5:15 PM  |
| Heidi Kurppe         | Approved  | 05/15/2023 | 12:27 PM |
| Scott Herring        | Approved  | 05/15/2023 | 5:04 PM  |
| Jeffrey Rogers       | Approved  | 05/16/2023 | 12:09 PM |
| Colleen Conko        | Approved  | 05/16/2023 | 12:32 PM |

## NFC 2023 HEALTHY CITY GRANT APPLICATION

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### I. GENERAL INFORMATION

|                            |   |
|----------------------------|---|
| Legal Name of Organization | Hernando County Parks and Recreation Department   |
| Application Type           | Parks & Recreation Department   |
| Website URL:               | <a href="https://www.hernandocounty.us/departments/departments-n-z/parks-and-recreation/park-preserve">https://www.hernandocounty.us/departments/departments-n-z/parks-and-recreation/park-preserve</a> |
| Applicant Name             | Christopher Linsbeck  |
| Address                    | Hernando County Parks and Recreation<br>16161 Flight Path Drive<br>Brooksville, FL 34604  |
| Office Phone               | (352) 540-6239  |
| Cell Phone                 | (352) 667-1344  |
| Email                      | clinsbeck@hernandocounty.us   |

### II. Community Eligibility Details:

**Why should National Fitness Campaign consider pre-qualifying your city, municipality or organization for funding and partnership in the 2023 Healthy City Program?**

The Hernando County Parks and Recreation Department has been very interested in participating with the National Fitness Campaign since we first discovered the program in 2021. Unfortunately, the plans to develop a fitness court last year fell through as we didn't budget adequate funds needed to successfully complete the project. We've now started early in the planning process and would hope to be better prepared to have a successful improvement project for a new fitness court. The focus park for this project would be our Veterans Memorial Park located at 12254 Spring Hill Drive, Spring Hill, FL 34609. This park offers patrons an exercise walking trail and multiple workout stations along the trail. We feel that incorporating a fitness court into this park would fit the existing health and fitness theme and add another excellent amenity to the park.



|  |  |
|--|--|
| <p><b>Please describe your existing recreation and wellness infrastructure for your audience, community members and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, pedestrian focused amenities and services, Rails-to-Trails projects, planned bicycle pathways, etc.)</b></p> | <p>Hernando County has bicycle trails, walking paths, and hiking trails in many of the parks. We have seen a growing demand for more fitness related amenities throughout our park system and have been researching ideas to fulfill the community's needs. The National Fitness Campaign seemed to be a perfect fit for the growing community and the target area of Hernando County. Veteran's Memorial Park is located in a densely populated residential area and is already frequented by many fitness seeking patrons.</p>   |
| <p><b>Describe current policies, initiatives and/or programs that contribute to health equity across all neighborhoods in your city.</b></p>   | <p>There are multiple organizations that would be a great supporter of a National Fitness Campaign. Florida Department of Health could be a potential sponsor for fitness programs developed within Hernando County. The YMCA has also been an active health and fitness partner and has hosted exercise events such as 5k's or community related exercise walks within our parks. We also have a large sponsorship participation level from various businesses , organizations, and individuals that want to promote healthier lifestyles for the youth and community.</p>            |
| <p><b>Provide an overview of existing funding measures in place that support parks and recreation and outdoor infrastructure in your city.</b></p>   | <p>The Hernando County Parks and Recreation Department has a 5-year capital improvement plan that details a number of projects that the Board of County Commission has determined to be necessary improvements to our current recreational needs. These projects include boardwalks, facility upgrades, new playgrounds, fishing piers, and athletic field improvements. The current funding plan is to add necessary funding into the Fiscal Year 2024 budget for the development of a fitness court at Veteran's Park.</p>   |
| <p><b>Please describe your future park, trail, and pedestrian infrastructure plans.</b></p>  | <p>Hernando County has been a growing community and is behind on meeting the recreational needs of the citizens. This is clear in the limited space available for athletic league play, the beaches becoming full to capacity, and the demand for increased infrastructure plans. Currently there are discussions with Southwest Water Management District and Hernando County to potentially lease or own lands at the Weeki Wachee Preserve. The County is seeking to develop more areas for beaches, walking trails, and recreational amenities on the west side of the County.</p> |
| <p><b>Support: Who else among your community leadership has adopted or supported feasibility for partnership in the NFC initiative?</b></p>  | <p>Parks &amp; Recreation Commission / Board Administrator(s)<br/>Other: VFW and Hernando County Veteran's Council is in support of this improvement.</p>  |

**Please list any community groups and organizations that will be involved with activating and promoting this initiative.**

Hernando County Parks and Recreation; Hernando County Board of County Commissioners; Veterans of Foreign Wars local precinct; Hernando County Veteran's Council; Hernando County Administration; Florida Department of Health; YMCA\*; HCA Hospitals\*; Healthy Living Organizations\*

\*Partner Opportunities

**Are there any future park or trail masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services?**

Unsure

### III. MULTI-SITE INFORMATION

**Site #1 Name:**

Veteran's Memorial Park, 12254 Spring Hill Drive, Spring Hill FL 34609

**Site #1 Google Maps or other web URL of location**

<https://www.google.com/maps?f=l&hl=en&q=12254+Spring+Hill+Dr%2c+Spring+Hill%2c+FL+34609>

**Site #1 Location Type**

Public Outdoor Park

**Can you confirm that this site location supports a site for the Fitness Court that is a minimum safe distance of 150' from the nearest playground or children's play area to comply with national grant and safety standards?**

Yes

**Is this site both highly visible and easily accessible?**

Yes

**Has the site been approved by appropriate stakeholders or community leaders?**

Yes

**Please describe what makes this site an excellent option for a Fitness Court in your community.**

This park is a very exercise friendly park and offers an excellent paved walking trail, multiple workout stations, and could tie-in to a fitness court as the principal fitness amenity.

**Do you plan to qualify additional sites for future funding consideration at this time?**

No

### IV. Timing & Funding Information

**What month of the year does your fiscal year begin?**

October

If selected as a Partner and awarded the Healthy Cities Grant of \$30,000, how do you plan to match the remaining funding required? Option 1 - Full support for remaining funding in local budget.

---

Will you be applying for, and considering the 2023 Fitness Court Studio program? No

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Can you confirm that your first Fitness Court will be open and available for public use in 2023? Yes

---

Is your agency/ municipality tax exempt? Yes

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Please enter your tax exempt number: Hernando County will provide this number.

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What is your sales tax percentage (%)? 6.5

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## V. Site Design, Installation and Maintenance

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All Fitness Courts receive standard NFC Public Art Collection art and graphics and NFC standard design services. For additional funding, Fitness Courts can feature expanded graphics and/or have a custom mural wall per the NFC Design Studio and Local Artist program options. Are you interested in any further customization to your Fitness Court that goes beyond the standard design services? No - We will want standard NFC Public Art Collection art and graphics.

---

Maintaining the Fitness Court is the responsibility of the local site partner. Acceptance of a Grant Award requires compliance with standard NFC maintenance protocols. These include proper cleaning and repair of any damages to the Fitness Court and Graphics for a minimum period of 20 years. Do you acknowledge these requirements and commit to fulfilling them if selected? Yes

---



The Fitness Court installation requires a Bid out to local contractor  
38'x38' concrete slab foundation, and in  
the case of a Fitness Court Studio,  
38'x76 concrete slab foundation'.  
Engineered plans are provided by NFC.  
How do you plan to accommodate this  
installation component?

---

Please confirm that you will install your Yes  
Fitness Court within your awarded  
campaign calendar year, weather  
permitting, and that if weather prevents  
an install, please confirm that you will  
install within 6 months of the next  
calendar year as soon as weather  
subdues.

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Please confirm you understand that Yes  
NFC will not be liable for any expired  
adhesive or outdated revision designs  
of the Fitness Court outside the  
calendar year of the campaign year you  
are selected for. While NFC strives to be  
accommodating for unique scenarios,  
Partner recognizes NFC is not  
responsible for installation support &  
launch assistance outside 1.5 years  
from original shipment of Fitness Court.

---

The NFC program can include certified Yes  
assembly by a National Approved  
Installer Network team. Installer funding  
is transacted separately, ranging from  
\$25,000-\$27,000, and processed upon  
scheduling of assembly. Please confirm  
below that you will be proceeding with a  
National Approved Installer Network  
team. (There is an additional installation  
cost of \$7,500 for the installation of a  
Fitness Court Studio)

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Please confirm that you understand Yes  
NFC may request site photographs at  
the discretion of the National Grant  
Committee and sponsors to confirm  
local site status, which must be  
provided within 72 hours.

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## VI. Partnership & Sponsors

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Are you willing to host an opening day celebration at your Fitness Court inviting civic leaders, community supporters and the local media? Yes

In consideration of the initiative being funded through the NFC sponsorship program, and in some cases, local or regional sponsors, will you allow the identification of major sponsors on the Fitness Court mural wall? Yes

Please confirm that you understand that NFC sponsors and partners reserve the right to provide new graphics and messaging on the rear of the Fitness Court for approved Fitness Courts at the conclusion of 36 months. Agency or municipality shall be allowed to approve the new design but shall not unreasonably withhold approval. Yes

Promote awareness of, and usage of, the Fitness Courts and demonstrate the value of an active lifestyle using the Fitness Court App, NFC website and activation tools provided? Yes

Promote sponsors who have supported the Campaign, and join relevant regional and national events and promotions? Yes

Establish a long term point of contact at your community to support an annual partnership support call, providing updates for relevant tools, communication programs, and promotions to support continued engagement with your community? Yes

## VII. NFC Grant Award Acceptance:

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How will your organization accept the \$30,000 Healthy Cities Grant Award of Eligibility and confirm that your matching funding will be available and committed to this program following appropriate local procedures and adoption steps?

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Purchase Order or other Funding Confirmation Documentation

## VIII. Applicant's E-Signature

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Signature



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Date/Time

Mar 20, 2023

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## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Planning  
Prepared By: Georgia Lim  
Initiator: Aaron Pool  
DOC ID: 12196  
Legal Request Number: 2023-243  
Bid/Contract Number:

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#### TITLE

Resolution Authorizing Public Transportation Grant Agreement With Department of Transportation for State Block Grant Transit Funding

#### BRIEF OVERVIEW

State Block Grant funding is available to eligible grantees for operating expenses associated with providing transit services. This funding is recurring each fiscal year and it is based upon methodology utilized by the State to establish the amount eligible for each grantee.

The total project cost for the FY23 appropriation is \$847,156 with 50% or \$423,578 local match required and the Florida Department of Transportation funding the remaining 50% in the amount of \$423,578. Funding from the State Block Grant used to offset the local match to eligible expenses under Section 5307 funding. The local match source is the Ninth Cent local option fuel tax fund.

#### FINANCIAL IMPACT

Funding from this award will be programmed into the County budget for more than one fiscal year. The total grant is \$847,156 with a \$423,578 local match requirement. The Ninth Cent Fund is utilized to provide the required local match. To be budgeted in future FY's, GMS#501.

#### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Public Transportation Grant Agreement (G2D50) and associated resolution for State Block grant funding for operating expenses for the fixed-route transit service.

#### REVIEW PROCESS

|                |           |            |          |
|----------------|-----------|------------|----------|
| Darlene Lollie | Approved  | 04/28/2023 | 3:23 PM  |
| Aaron Pool     | Approved  | 05/01/2023 | 3:50 PM  |
| Helen Gornes   | Approved  | 05/02/2023 | 9:29 AM  |
| Toni Brady     | Approved  | 05/07/2023 | 1:16 PM  |
| Pamela Hare    | Approved  | 05/08/2023 | 9:55 AM  |
| Jon Jouben     | Escalated | 05/10/2023 | 5:19 PM  |
| Pamela Hare    | Approved  | 05/11/2023 | 8:45 AM  |
| Jon Jouben     | Approved  | 05/11/2023 | 10:44 AM |
| Heidi Kurppe   | Approved  | 05/12/2023 | 11:02 AM |
| Scott Herring  | Approved  | 05/12/2023 | 2:43 PM  |
| Jeffrey Rogers | Approved  | 05/14/2023 | 9:37 PM  |
| Colleen Conko  | Approved  | 05/15/2023 | 9:53 AM  |

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|  |  |                     |                 |                      |
|--|--|---------------------|-----------------|----------------------|
| Financial Project Number(s):<br>(item-segment-phase-sequence)<br><b>408104-1-84-23</b> | Fund(s):                                     | DPTO                | FLAIR Category: | <b>088774</b>        |
|  | Work Activity Code/Function:                 | <b>215</b>          | Object Code:    | <b>751000</b>        |
|  | Federal Number/Federal Award                 |                     | Org. Code:      | <b>55072020729</b>   |
|  | Identification Number (FAIN) – Transit only: |                     | Vendor Number:  | <b>F591155275006</b> |
| Contract Number: <b>G2D50</b>  | Federal Award Date:                          |                     |                 |                      |
| CFDA Number: <b>N/A</b>  | Agency SAM/UEI Number:                       | <b>MWKBKNTZ9SW7</b> |                 |                      |
| CFDA Title: <b>N/A</b>   |  |                     |                 |                      |
| CSFA Number: <b>55.010</b>   |  |                     |                 |                      |
| CSFA Title: <b>Public Transit Block Grant Program</b>                                  |  |                     |                 |                      |

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into \_\_\_\_\_, by and between the State of Florida, Department of Transportation, ("Department"), and Hernando County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.052, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in To provide Block Grant funding to serve the Hernando County Transportation System., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ \*Exhibit B1: Deferred Reimbursement Financial Provisions
- ☒ \*Exhibit B2: Advance Payment Financial Provisions
- ☐ \*Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ \*Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements
- ☒ \*Exhibit G: Audit Requirements for Awards of State Financial Assistance

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- ☐ \*Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ \*Additional Exhibit(s):

\*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through June 30, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the  day of , or within  days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.



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**9. Project Cost:**

- a. The estimated total cost of the Project is \$847,156. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$423,578 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
  
— Travel expenses are NOT eligible for reimbursement under this Agreement.  
  
X Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department



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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for



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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

**11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
  - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
  - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
  - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
  - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
  - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

**12. Contracts of the Agency:**

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.



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**13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

**14. Sale, Transfer, or Disposal of Department-funded Property:**

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
  - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
  - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
  - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
  - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
  - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

**15. Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

**Federal Funded:**

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided



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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
  - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
  - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
  - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
  - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the Federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
  5. Withhold further Federal awards for the Project or program;
  6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
  - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and



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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or



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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**16. Notices and Approvals.** Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any



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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,



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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY Hernando County Board of  
County Commissioners

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

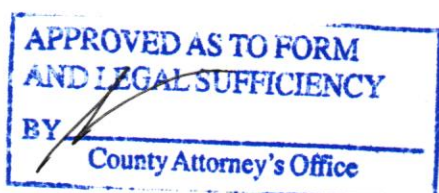
By: \_\_\_\_\_

Name: Justin Hall

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Martin Hernandez



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): To provide Block Grant funding to serve the Hernando County Transportation System.

**B. Project Location** (limits, city, county, map): Hernando County Board of County Commissioners/Brooksville, FL/Hernando

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): x

**D. Deliverable(s):**

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

**E. Unallowable Costs** (including but not limited to):

**F. Transit Operating Grant Requirements (Transit Only):**

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



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**EXHIBIT B**

**Schedule of Financial Assistance  
 TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

**A. Fund Type and Fiscal Year:**

| Financial Project Number          | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount      |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|---------------------|
| 40810418423                       | DPTO      | 088774         | 23                | 751000      | 55.010           | Public Transit Block Grant Program            | \$423,578.00        |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |   | <b>\$423,578.00</b> |

**B. Operations Phase - Estimate of Project Costs by Budget Category:**

| Budget Categories<br><i>Operations (Transit Only) *</i> | State            | Local            | Federal    | Total            |
|---|------------------|------------------|------------|------------------|
| Salaries  | \$0              | \$0              | \$0        | \$0              |
| Fringe Benefits   | \$0              | \$0              | \$0        | \$0              |
| Contractual Services                                    | \$423,578        | \$423,578        | \$0        | \$847,156        |
| Travel  | \$0              | \$0              | \$0        | \$0              |
| Other Direct Costs                                      | \$0              | \$0              | \$0        | \$0              |
| Indirect Costs  | \$0              | \$0              | \$0        | \$0              |
| <b>Totals</b>   | <b>\$423,578</b> | <b>\$423,578</b> | <b>\$0</b> | <b>\$847,156</b> |

\* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

**C. Cost Reimbursement**

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly  
☒ Quarterly  
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

|  |  |
|--|--|
| <b>Scope Code and/or Activity<br/>Line Item (ALI) (Transit Only)</b> |  |
|--|--|

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Katina Kavouklis

Department Grant Manager Name

Signature

Date

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**EXHIBIT D**

**AGENCY RESOLUTION**

*PLEASE SEE ATTACHED*

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**EXHIBIT E  
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT  
(For State Block Grant Only)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.052, F.S.
2. **Eligibility.** The Department shall provide block grant funds for eligible capital and operating costs of public bus transit and local public fixed guideway projects. Eligibility of this Agency to receive grant funding is provided in Section 341.052(1), F.S., and Sections 5307 and 5311 of the Federal Transit Act, 49 U.S.C. 5307, and 49 U.S.C. 5311 respectively.
  - a) Eligible transit capital costs means any costs that would be defined as capital costs by the Federal Transit Administration.
  - b) Eligible transit operating costs are the total administrative, management, and operation costs directly incident to the provision of public bus transit services, **excluding** any depreciation or amortization of capital assets.
3. **Local Revenue Limits.** Block grant funds shall not exceed local revenue during the term of this Agreement. Local revenue is defined as the sum of money received from local government entities to assist in paying transit operation costs, including tax funds, and revenue earned from fare box receipts, charter service, contract service, express service and non - transportation activities.
4. **Supplanting Local Tax Revenue.** Block grant funds shall not supplant local tax revenues made available for operations in the year immediately preceding this Agreement.
5. **State Participation.** State participation in eligible public transit operating costs may not exceed fifty (50) percent of such costs or an amount equal to the total revenue, excluding farebox, charter, and advertising revenue and federal funds, received by the provider for operating costs, whichever amount is less.
6. **Required Budget.** The Agency shall provide the Department with two (2) copies of its most current adopted budget by March 1. Unless the adopted budget uses a format consistent with the National Transit Database (NTD) report, the copy provided to the Department will indicate how the projections for total local revenue, local tax revenue made available for operations, and depreciation and amortization costs, as they will appear in the NTD report, can be identified.
7. **Required Publication of Productivity and Performance Measures.** The Agency shall publish in the local newspaper of its area, in the format prescribed by the Department, the productivity and performance measures established for the transit providers most recently completed fiscal year and the prior fiscal year. This report shall be approved by the Department prior to its publication. This report shall be submitted to the Department no later than November 15 of each year, and published either by December 31 or no later than twenty-eight (28) calendar days of the Department's written approval of the report. The Agency shall furnish an affidavit of publication to the Department within twenty eight (28) calendar days of publication.
8. **Annual Plan or Update.** The Agency shall submit a Transit Development Plan (TDP) or annual update to the Department by September 1 of each year.
  - a) As a separate part of the transit development plan or annual report, the Agency will address potential enhancements to productivity and performance which would have the effect of increasing farebox ratio pursuant to Section 341.071(2), F.S.



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- b) A TDP shall conform to the requirements in Rule 14-73, available at:  
<http://fac.dos.state.fl.us/faonline/chapter14.pdf>.

**9. Safety Requirements.** Mark the required Safety submittal or provisions for this Agreement if applicable:

- X Bus Transit System – In accordance with Section 341.061, F.S., and Rule 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan pursuant to Rule Chapter 14-90 and has performed annual safety inspections of all buses operated.
- \_\_\_\_\_ Fixed Guideway Transportation System (established) – In accordance with Section 341.061, F.S., the Agency shall submit, and the Department shall have on file, annual certification by the Agency of compliance with its System Safety and Security Program Plan, pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014.
- \_\_\_\_\_ Fixed Guideway Transportation System – This applies to New Starts projects and subsequent major projects to extend, rehabilitate, or modify an existing system, or to replace vehicles and equipment. In accordance with Section 341.061, F.S., the Agency shall submit a certification attesting to the adoption of a System Safety Program Plan pursuant to Rule 14-15.017 and the "Safety and Security Oversight Program Standards Manual", DOT Topic Number 725-030-014. Prior to beginning passenger service operations, the Agency shall submit a certification to the Department that the new start system or major modification to an existing system is safe for passenger service.
- \_\_\_\_\_ Not Applicable.

- 10. Transit Vehicle Inventory Management.** The agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025i), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316 and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Departmental programs.
- 11. Formula Information.** As authorized in Section 341.052, F.S., the annual appropriation in the program is divided by formula and then distributed to each eligible transit system. The formula described below is adjusted each year based on data received from the transit systems' federally required National Transit Data (NTD) report. A copy of the NTD report is required to be sent to the Department each year.

Distribution is accomplished through a multiple step process. 15% of the appropriation is given to the Commission for the Transportation Disadvantaged to be distributed to the Community Transportation Coordinators in accordance with Chapter 427, F.S. The remaining 85% is divided into three equal portions. Each eligible transit system gets a percentage of the first portion based on their percentage of total population served; the second portion is allocated based on their percentage of total revenue miles of service provided; and the third portion is allocated based on their percentage of total passengers carried. The total from all three portions is the total available allocation for each eligible transit system in the state.

-- End of Exhibit E --

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**EXHIBIT F**

**Contract Payment Requirements**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.



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**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** Public Transit Block Grant Program  
**CSFA Number:** 55.010  
**\*Award Amount:** \$423,578

\*The award amount may change with amendments

Specific project information for CSFA Number 55.010 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.010 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



**RESOLUTION 2023- \_\_\_\_\_**

**A RESOLUTION OF THE HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS AUTHORIZING EXECUTION  
OF A PUBLIC TRANSPORTATION GRANT AGREEMENT  
(PTGA) WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR STATE BLOCK GRANT FUNDING  
FOR HERNANDO COUNTY PURSUANT TO CONTRACT  
NUMBER G2D50**

**WHEREAS** funds are made available to the Hernando County Board of County Commissioners (BCC) under the State Block Grant funding program through the Florida Department of Transportation; and

**WHEREAS** operating and mass transit planning activities will be undertaken by the Hernando County BCC in accordance with the executed Public Transportation Grant Agreement (PTGA), Contract Number G2D50, which provides for the participation of the Florida Department of Transportation in providing State Block Grant funding for Hernando County; and

**WHEREAS** the State Block Grant funding will be used as part of the matching requirements for a Federal Transit Administration, Section 5307 Urbanized Formula Program Grant, which identifies projects and activities necessary for fixed-route mass transit service.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hernando County BCC, duly assembled in regular session, this 23rd day of May 2023, approves and authorizes the execution of this Public Transportation Grant Agreement, Contract Number G2D50, between the Hernando County Board of County Commissioners and the Florida Department of Transportation, in the Total Project Cost of \$847,156 with matching funds as \$423,578 Florida Department of Transportation and \$423,578 Hernando County Board of County Commissioners utilizing the Ninth Cent designated fund.

**BE IT FURTHER RESOLVED** that the Chairman or designee is authorized to take all actions necessary to ensure the execution and fulfillment of this Public Transportation Grant Agreement.

ADOPTED in regular session this 23rd day of May 2023.

Attest:

HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Douglas A. Chorvat, Jr.  
Clerk of Circuit Court & Comptroller  
(SEAL)

\_\_\_\_\_  
John Allocco, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
County Attorney's Office



## AGENDA ITEM

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### TITLE

Vendor Payment Agreement With Mid Florida Community Services, Inc., and Hernando County Water and Sewer District for Low Income Household Water Assistance Program

### BRIEF OVERVIEW

Hernando County utility customers will have an opportunity to apply for financial assistance regarding their water and sewer services provided by Hernando County. Mid Florida Community Services, Inc., program mission is to assist Hernando County customers who are facing difficult financial times.

Once the customer has applied and approved, Hernando County receives a payment voucher, which is a promise to issue payment, on behalf of the utility customer. Within 45 days of receiving the voucher, Hernando County will receive the promised payment which will be applied to the customer's account. In most cases, this payment will prevent customers from becoming delinquent with the possibility of disconnection for nonpayment. The utility team will track approved customers and flag accounts to ensure the customer doesn't request a refund if payment results in a credit on the account. This program's assistance does not provide financial assistance directly to the customers.

At the end of each fiscal year, within 45 days, Hernando County will issue a refund payment to Mid Florida Community Services, Inc., for any portion of the payments issued for those customers who have terminated their utility services. In doing so, this allows Mid Florida Community Services, Inc., to re-distribute any remaining funds from terminated customers, for funds to be available to assist another customer.

### FINANCIAL IMPACT

This agreement ensures that Hernando County will collect revenue for services provided to customers who may otherwise be unable to make payment.

### LEGAL NOTE

The Board is Authorized to act on this matter pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached vendor payment agreement with Mid Florida Community Services, Inc., and Hernando County Water and Sewer District for low-income household water assistance program.

### REVIEW PROCESS

|                  |          |            |         |
|------------------|----------|------------|---------|
| Grace Sheppard   | Approved | 04/24/2023 | 4:27 PM |
| Gordon Onderdonk | Approved | 04/25/2023 | 1:17 PM |
| Toni Brady       | Approved | 04/25/2023 | 2:36 PM |

|                   |          |                     |
|-------------------|----------|---------------------|
| Pamela Hare       | Approved | 04/26/2023 10:21 AM |
| Victoria Anderson | Approved | 04/26/2023 10:28 AM |
| Heidi Kurppe      | Approved | 04/26/2023 4:54 PM  |
| Scott Herring     | Approved | 04/26/2023 5:07 PM  |
| Jeffrey Rogers    | Approved | 04/27/2023 12:29 PM |
| Colleen Conko     | Approved | 04/27/2023 4:21 PM  |



LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM  
VENDOR PAYMENT AGREEMENT  
**MID FLORIDA COMMUNITY SERVICES, INC.**  
820 KENNEDY BLVD  
BROOKSVILLE, FL 34601

&

**HERNANDO COUNTY  
WATER & SEWER DISTRICT**  
15470 Flight Path Drive,  
Brooksville, FL 34604

**THIS LOW-INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM VENDOR PAYMENT AGREEMENT** is entered into by and between the **HERNANDO COUNTY WATER & SEWER DISTRICT**, a body corporate and politic, whose address is 15470 Flight Path Drive, Brooksville, FL 34604, hereinafter referred to as (the “**County**”), and **MID FLORIDA COMMUNITY SERVICES, INC.**, whose address is 820 Kennedy Boulevard, Brooksville, FL 34601, hereinafter referred to as (the “**Agency.**”)

**WHEREAS**, this Agreement is a contract between Mid Florida Community Services, Inc., and the Hernando County Water & Sewer District for the provision of water bill payments to assist low-income households with water and wastewater reconnection and ongoing services; and,

**WHEREAS**, the Low-Income Household Water Assistance Program (LIHWAP) is a federally funded program which is administered through the Agency; and,

**WHEREAS**, Hernando County Water & Sewer District is a public water utility provider engaged in providing water and wastewater service to residential customers in Hernando County and which agrees to receive LIHWAP-funded payments on behalf of eligible LIHWAP Recipients; and,

**WHEREAS**, the funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection or preventions of disconnection of service, Federal funds awarded under this grant shall be used as part of an overall emergency effort to prevent, prepare for, and respond to the COVID-19 pandemic, with the public health focus of ensuring that low-income households have access to drinking water and wastewater services; and

**WHEREAS**, the parties acknowledge that this Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the Low-Income Household Water Assistance Program supplemental terms and conditions; and

**WHEREAS**, the undersigned Hernando County Water & Sewer District hereby agree to and entered into this Agreement with Mid Florida Community Services, Inc to receive vendor payments from eligible recipients of the Low-Income Household Water Assistance Program (LIHWAP).

**NOW, THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the County and Agency, the parties agree as follows:

**1. Whereas Clauses.**

- A. The WHEREAS clauses set forth above are incorporated herein by reference and made part of this agreement.

**2. Term of Agreement**

- A. This Agreement is in effect until terminated as described in the ‘Termination’ section. Both parties have executed this contract as of the day and year indicated by the Authorized agent’s signature. The agreement will begin May 1, 2023, until the end of the program.

**3. Modifications of Agreement**

- A. All modifications to this Agreement shall be in writing and agreed upon by both Parties.

**4. Termination of Agreement**

- A. This Agreement will terminate effective immediately upon determination by the Agency that the County is not in compliance with the terms of this Agreement. The County will be notified within fifteen (15) calendar days of the termination.
- B. Either the Agency or the County may terminate this Agreement with or without cause and without cost by giving the other Party at least 60 calendar days written notice.
- C. Termination by either party shall not discharge any obligation owed by either party on behalf of the household that has been awarded the benefit prior to termination.

**5. Agency Responsibilities**

**The Agency will:**

- A. Provide outreach activities in an equitable manner to ensure notification of the program is given to the potentially eligible households.
- B. Screen for low-income households—particularly those with the lowest incomes—that pay a high proportion of household income for drinking water and wastewater services.
- C. Based on established criteria, determine household eligibility for LIHWAP based on the State/Territory or Tribal approved Grantee Plan in a timely manner.
- D. Accept referrals for LIHWAP benefits by the County.
- E. Provide authorization for approval and services.

- F. Review invoice(s) submitted by the County. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- G. Provide payment to the County after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Agreement, upon full compliance by the County with the terms herein.
- H. **Payment Set up:**
1. Agency will record approved water assistance services per eligible household in the Department of Economic Opportunity (DEO) approved case manager application according to the LIHWAP field manual distributed to the Agency upon implementation of the program for that fiscal year. Agency will obligate funds according to subrecipient grant award and submit requests for reimbursement to DEO.
  2. Agency will provide payment to the County, within forty-five (45) days of receipt of proper invoice(s), and any additional required documentation or clarification, for services rendered pursuant to this Agreement.
  3. Agency will issue payment to the County as follows: Attention: Accounts Receivable, Hernando County Utilities Department, 15365 Cortez Blvd., Brooksville, FL 34613 and clearly indicate the payment is Agency LIHWAP funds, for the benefit of name/address of the recipient, and the amount to be applied.
- I. Comply with all relevant state and federal laws and regulation in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the Administration for Children and Families. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP. Such notice may be distributed by email.
- J. The Agency will be responsible to collect and retain the following program data indicators from the households set forth in Terms Ten and Eleven of the supplemental terms and conditions:
1. Track the number and income levels of households assisted by this award; and
  2. Collect the number of households that received such assistance and include one or more individuals who are 60 years or older, include a household member with a disability, or include young children (ages 5 and younger); and
  3. Gather administrative information regarding local providers (if applicable), agreements with water utilities, recommendations, accomplishments, unmet needs and lessons learned.



- K. Be responsible for planning and prioritizing funds for households in communities throughout their jurisdiction except for households within tribal jurisdictions for which Office of Community Services (OCS) has reserved a portion of LIHWAP funds.

## **6. County Responsibilities**

### **The County shall:**

- A. Provide the Agency with a copy of the Employer Identification Number document number used by the IRS as the County's tax identification number.
- B. Provide the Agency with at least one designated contact person who shall be available to respond by telephone and electronic mail to all reasonable inquiries regarding LIHWAP household accounts, including but not limited to bills, payments, and services.
- C. Notify the Agency immediately when the tax identification number is changed. A new W-9 form will be completed and returned to the Agency
- D. Notify the Agency within 10 days when the name of the company, ownership of the company, contact person, contact/billing information, services to be provided, or service coverage area changes.

### **Financial Information/Billing:**

- E. Provide water and/or wastewater services to each eligible and approved residential households for which payment is provided under LIHWAP.
- F. Charge LIHWAP households using the County's normal billing process.
- G. Restore water services upon payment [OCS DOES NOT RECOMMEND PAYMENT IF IT WILL NOT RESULT IN WATER RESTORATION]
- H. Charge all LIHWAP eligible households the same price charged for home drinking water and/or wastewater services billed to non-eligible households, as determined by the approved rate setting process.
- I. Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- J. Do Not apply LIHWAP payments to commercial accounts. LIHWAP payments should only be applied to residential accounts.
- K. Do Not discriminate against a LIHWAP eligible household with respect to terms, deferred payment plans, credit, conditions of sale, or discounts offered to other customers.
- L. Post all payments to customer accounts within 3-5 business days. Note: LIHWAP payments may be used to pay past due and/or outstanding balances for customers whose accounts are currently open/active, and the household is approved for LIHWAP assistance.

- M. Provide a statement to LIHWAP Recipients clearly indicating the cost of home drinking water and/or wastewater services provided.
- N. Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies, no later than 45 days following the end of the County's corresponding fiscal year (September 30).
- O. Do Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- P. Cooperate with any Federal, State, or local investigation, audit, or program review. The County shall allow Agency representatives access to all books and records relating to LIHWAP households for the purpose of compliance verification with this Agreement.
- Q. Take corrective action in the time frame specified by the Agency if violations of this Agreement are discovered. Corrective action may include, but is not limited to, providing detailed documentation of changes made and detailed plans for future changes that will bring the County into compliance.
- R. Understand that failure to implement corrective actions may result in immediate disqualification from participation in the LIHWAP.

**Data Collection:**

- S. The data must be provided within a time frame specified by the Agency and must be provided in the format requested by the Agency.
- T. The household's signed LIHWAP application will authorize the County to release this information to the Agency.
- U. The County will provide, at no cost to the Agency or the household, the data requested below by or on behalf of the Agency,
  - 1. Provide written information to the Agency on an applicant household's home drinking water and/or wastewater costs, bill payment history, and/or arrearage history for no more than the previous 12 monthly billing periods.
  - 2. Provide the itemized amount, cost, and type of water assistance and services provided for households approved for assistance under this award.
  - 3. Provide the type of water assistance used by each household, i.e., drinking water, wastewater etc.
  - 4. Identify the impact of the LIHWAP program on each recipient and eligible household (e.g., amount of assistance to each household, and whether assistance restored water service or prevented shutoff).
  - 5. Notify the Agency of any household situation that threatens life, health, or safety.

## 7. Joint Duties

- A. Both the County and the Agency agree to meet with designated staff bi-annually to review any recommendations, accomplishments, unmet needs and lessons learned as specified in the supplemental terms and conditions.

## 8. General Conditions

- A. **AUTHORITIES.** Nothing herein shall be construed as authority for either Party to make commitments that will bind the other party beyond the scope of services contained herein.
- B. **DISCRIMINATION.** The County shall not discriminate against any household because of race, religion, color, sex, national origin, age, disability, political beliefs, sexual orientation, gender identity, or any other basis prohibited by state law relating to discrimination.
- C. **CONFIDENTIALITY.** The County and the Agency agree that any information and data obtained as to personal facts and circumstances related to households shall be collected and held confidential, during and following the term of this Agreement, and shall not be disclosed without the individual's and Agency's written consent and only in accordance with federal or state law. Vendors who utilize, access, or store personally identifiable information as part of the performance of this Agreement are required to safeguard this information and immediately notify the Agency of any breach or suspected breach in the security of such information. The County shall allow the Agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting.
- D. **SUBCONTRACTS.** The Agency reserves the right to require the County to obtain permission to subcontract any portion of the work. If requested by the Agency, the County shall furnish the Agency with the names, qualifications, and experience of their proposed subcontractors. The County shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Agreement.
- E. **FRAUD.** The County will be permanently disqualified from participating in the LIHWAP upon the first finding of LIHWAP fraud. Fraud includes, but is not limited to, intentionally providing false information to the Agency or knowingly allowing others to do so; intentional failure to notify the Agency of a change in circumstances that affects payments received by the County; intentionally accepting payments that the County knows, or by reasonable diligence would know, the County is not entitled to by virtue of an overpayment or otherwise; or intentionally making a claim for a payment to which the County is not entitled pursuant to the terms of this Agreement and all applicable rules, regulations, laws and statutes. Repayment must be made unless contrary to a court order.



- F. **NON-FRAUD OVERPAYMENTS.** For overpayments received by the County that are not the result of intent to defraud, the County shall be required to repay the full amount to the Agency.
- G. **BINDING ON HEIRS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of the respective successors and assign of each party, but does not otherwise create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.
- H. **DUE AUTHORIZATION.** The persons executing this Agreement on behalf of a party represent and warrant to the other party that he or she has been duly authorized by such party to so execute this Agreement.
- I. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for acts, omissions and/or negligence of the other party.
- J. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Any counterpart may be delivered by any party by electronic transmission of the full Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.
- K. **Governing Law and Venue.** The parties agree that the laws of the State of Florida shall govern any dispute arising out of or related to this Agreement. Venue for any dispute, claim or action arising out of, or related to, this Agreement shall be in the Circuit Court of the Fifth Judicial Circuit in and for Hernando County, Florida. Any legal proceeding brought in connection with disputes relating to or arising out of this Agreement will be filed and heard in Hernando County, Florida, and each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. Litigation in federal court is precluded by agreement of the parties hereto. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world. Each party hereto agrees to bear their own attorney fees and costs in the event of any dispute. To the extent permitted by law, the parties in this Agreement agree to and do

waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other on any matters whatsoever arising out of or in any way connected with this Agreement.

- L. **SEVERABILITY.** If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid, the invalidity shall not affect other provisions of this Agreement, which shall be given effect without regard to the invalid provision or application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

HERNANDO COUNTY WATER  
& SEWER DISTRICT  
by and through its governing body,  
Hernando County Board of  
County Commissioners

Attest:

\_\_\_\_\_  
Doug A. Chorvat, Jr.  
Clerk of Court

\_\_\_\_\_  
John Allocco  
Chairman

\_\_\_\_\_  
Date

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office

Witness:

Bryanne Gobin  
Print Name:

Bryanne Gobin  
Signature

3/23/2023  
Date

MID FLORIDA COMMUNITY  
SERVICES, INC.

Steve Homan  
Steve Homan  
Chief Compliance Officer

3/23/2023  
Date



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Airport  
Prepared By: Gina Grimmer  
Initiator: Steve Miller  
DOC ID: 12193  
Legal Request Number: 23-242  
Bid/Contract Number:

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#### TITLE

Staging Site Agreement With Duke Energy Florida, LLC, a/k/a Duke Energy for Temporary Staging Area at Brooksville-Tampa Bay Regional Airport

#### BRIEF OVERVIEW

Duke Energy is requesting potential use of a portion of the abandoned runway as a staging area for future disaster response needs. The area would be used for various items including excess trucks, materials, and equipment to potentially house temporary electrical workers. The Staging Site Agreement currently in place expires on June 14, 2023.

#### FINANCIAL IMPACT

There is no financial impact.

#### LEGAL NOTE

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

#### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Staging Site Agreement with Duke Energy.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Steve Miller   | Approved | 05/01/2023 7:53 PM  |
| Valerie Pianta | Approved | 05/02/2023 11:05 AM |
| Pamela Hare    | Approved | 05/02/2023 11:14 AM |
| Jon Jouben     | Approved | 05/03/2023 9:54 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 8:55 AM  |
| Scott Herring  | Approved | 05/04/2023 2:37 PM  |
| Jeffrey Rogers | Approved | 05/14/2023 9:14 PM  |
| Colleen Conko  | Approved | 05/15/2023 9:59 AM  |



### **HOLD HARMLESS AGREEMENT**

This Hold Harmless Agreement (hereinafter referred to as the "Agreement") is made and entered into as of the 7<sup>th</sup> day of July, 2013, by and between Duke Energy Florida, Inc. d/b/a Duke Energy, a Florida corporation (hereinafter referred to as "Duke Energy") with corporate offices at 299 First Avenue North, Saint Petersburg, Florida 33701, and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the "Owner"), with an address at 20 North Main Street, Brooksville, Florida 34601. Duke Energy and Owner shall individually be referred to as the "Party" and collectively as the "Parties."

#### **WITNESSETH:**

WHEREAS, Owner owns a certain tract of land in Hernando County, Florida suitable for use as a temporary staging area for Duke Energy's disaster response contingency plans and activities, said tract of land being generally known as the Brooksville-Tampa Bay Regional Airport, and located at 15800 Flight Path Drive, Brooksville, Florida 34604 (hereinafter referred to as the "Property"); and,

WHEREAS, Duke Energy desires to utilize the Property as a temporary staging area for its disaster response contingency training, plans and activities (the "Use").

NOW THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

#### **SECTION 1. SCOPE OF AGREEMENT**

- A. Owner shall allow Duke Energy to utilize the Property for its Use.
- B. Owner hereby grants Duke Energy a license to enter the Property for its Use.

#### **SECTION 2. TERM**

The term of this Agreement shall commence on June 15, 2013, and shall continue until June 14, 2023.

#### **SECTION 3. INDEMNIFICATION**

Duke Energy hereby agrees to indemnify and hold harmless Owner from any and all liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property to the extent resulting from the gross negligence, reckless, fraudulent, willful, wanton, or intentional acts of Duke Energy or any of Duke Energy's employees, agents, or subcontractors, or anyone for whose acts it may be liable.

#### SECTION 4. LIMITATION OF LIABILITY

At the end of Duke Energy's usage of the Property as a staging area, Duke Energy shall restore the Property as commercially practicable to the original condition of the Property. In no event shall Duke Energy, its parent corporation, officers, directors, employees, agents, and contractors or subcontractors be liable to Owner for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory arising out of Duke Energy's Use of the Property.

#### SECTION 5. TERMINATION

Notwithstanding anything set forth herein, either Party may terminate this Agreement by providing written notice to the other Party ninety (90) days prior to the desired termination date.

#### SECTION 6. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and Hernando County, Florida, shall be the venue in the event any litigation is filed to enforce or interpret any provision of this Agreement. The Parties hereby relinquish and voluntarily and knowingly waive their right to a trial by jury in any cause of action brought hereunder.

#### SECTION 7. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**DUKE ENERGY FLORIDA, INC.**

By: [Signature]  
 Title: SR ACCOUNT EXECUTIVE  
 Date: 7-23-13

**HERNANDO COUNTY**

By: [Signature]  
 David B. Russell, Jr.  
 Title: Chairman  
 Date: JULY 9, 2013

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
 County Attorney's Office





## STAGING SITE AGREEMENT

This Staging Site Agreement (hereinafter referred to as the “Agreement”) is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”) by and between Duke Energy Florida, LLC, a Florida limited liability company(hereinafter referred to as “Duke Energy”) with its corporate office at 299 First Ave N., Saint Petersburg, Florida 33701 and Hernando County, a political subdivision of the State of Florida (hereinafter referred to as the “Owner”) with an address at 15470 Flight Path Dr., Brooksville, Florida 34604. Duke Energy and Owner shall individually be referred to as the “Party” and collectively as the “Parties.”

### WITNESSETH:

WHEREAS, Owner owns or controls a certain tract of land in Hernando County, Florida suitable for use as a temporary staging area for Duke Energy’s disaster response contingency plans and activities, said tract of land being generally known as the Brooksville-Tampa Bay Regional Airport, and located at 15800 Flight Path Dr., Brooksville, FL 34604 (hereinafter referred to as the (“Property”); and

WHEREAS, Duke Energy desires to utilize the Property as a temporary staging area and/or base camp (the “Use”); and

WHEREAS, Owner agrees to grant Duke Energy access to the Property for such Use.

NOW THEREFORE, for and in consideration of the mutual promises made herein, the Parties agree as follows:

### **SECTION 1. SCOPE OF AGREEMENT**

- A. Owner shall allow Duke Energy to utilize the Property for its temporary Use.
- B. Owner hereby grants Duke Energy a license to enter the Property for its Use.

### **SECTION 2. TERM AND TERMINATION**

The term of this agreement shall commence on June 15, 2023 and shall continue until June 14, 2033. Notwithstanding anything set forth herein, either Party may terminate this Agreement prior to the Termination Date, by providing the other Party with at least 90 days prior written notice.

### **SECTION 3. INDEMNIFICATION**

Duke Energy hereby agrees to indemnify and hold harmless Owner from any and all liabilities, obligations, damages, demands, losses, causes of action, costs or expenses including reasonable attorney's fees for injury to or death of any person, and for damage to or destruction of any property and the Property, to the extent resulting solely from the negligence, gross negligence, reckless, fraudulent, willful, wanton, or intentional acts of Duke Energy or any of Duke Energy’s employees, agents, or subcontractors, or anyone for whose acts it may be liable. At the end of Duke Energy’s Use of the Property, Duke Energy shall restore the Property to the original or

reasonably similar condition, as commercially practicable.

#### **SECTION 4. LIMITATION OF LIABILITY**

At the end of Duke Energy's usage of the Property as a staging area, Duke Energy shall restore the Property as commercially practicable to the original condition of the Property. In no event shall Duke Energy, its parent corporation, officers, directors, employees, agents, and contractors or subcontractors be liable to Owner for any incidental, indirect, special, consequential, exemplary, punitive or multiple damages resulting from any claim or cause of action, whether brought in contract, tort (including, but not limited to, negligence or strict liability), or any other legal theory arising out of Duke Energy's Use of the Property, provided, however, such limitation shall not apply to Duke Energy indemnification obligations for third party claims hereunder.

#### **SECTION 5. GOVERNING LAW & VENUE**

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The Parties hereby relinquish and voluntarily and knowingly waive their right to a trial by jury in any cause of action brought hereunder.

#### **SECTION 6. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties.

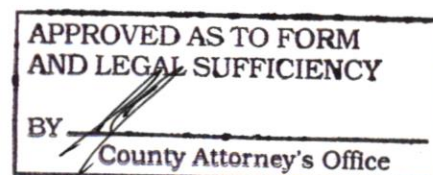
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**DUKE ENERGY FLORIDA, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: John Allocco  
Title: Chairman  
Date: \_\_\_\_\_

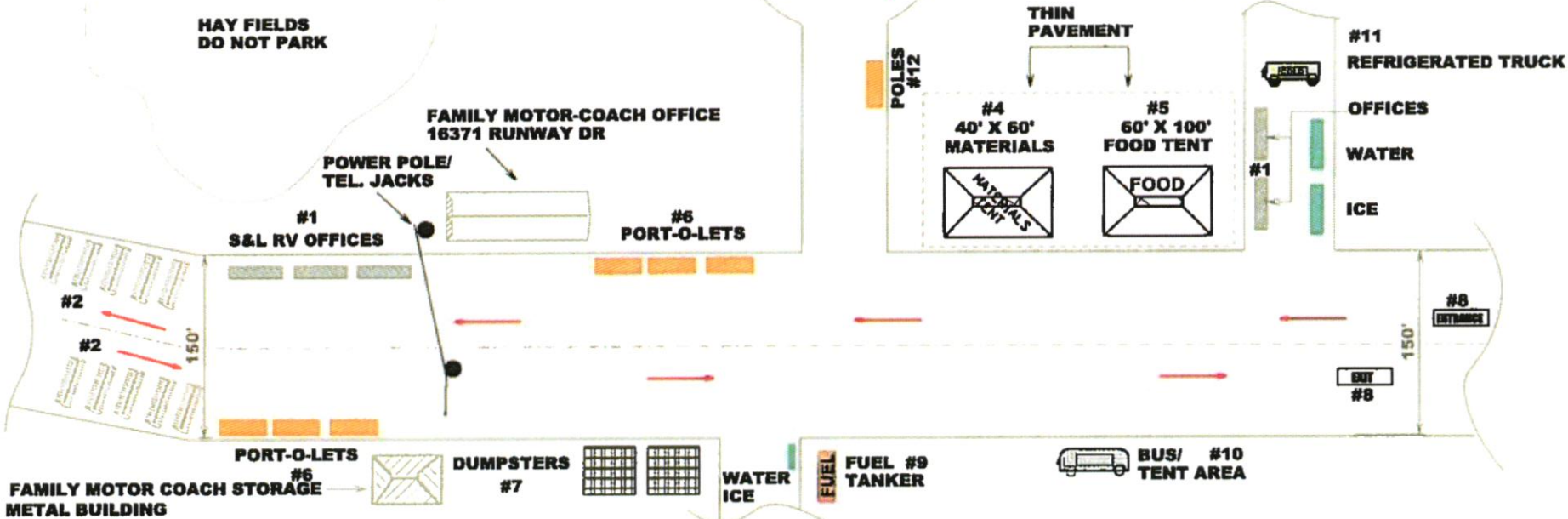




**HERNANDO AIRPORT**  
**TRUCK CAPACITY: 700**  
**CREW CAPACITY: 1400**

#### LEGEND

1. OFFICE LOCATION (STAGING SITE TEAM, SSOL, RESOURCE MANAGEMENT)
2. PARKING AREA (LINE & VEGETATION VEHICLES)
3. TRAFFIC FLOW
4. MATERIALS AREA
5. CATERING AREA
6. PORT-O-LETS AND WASH STATIONS
7. DUMPSTERS (2-TRASH) (1-RECYCLE)
8. SITE ENTRANCE & EXIT
9. FUEL TANKER LOCATION
10. BUS/TENT AREA FOR ONBOARDING SAFETY BRIEFING
11. REFRIGERATED TRUCK
12. POLE AREAS
13. LAT/LONG COORDINATES - <http://gls/Maxviewer/3/7/config=Florida.xml>



**HERNANDO AIRPORT**  
 15800 FLIGHT PATH DR  
 BROOKSVILLE, FL 34804

**SITE VERIFIED: YES**  
**VERIFICATION DATE: 5/18/18**  
**SITE RATING: 85%**

**LAT/LONG**  
 28.478267588  
 -82.467149122

**DRAWN BY: AILEEN ZOLLNER**  
**REVISED: 5/18/2018**  
**NTS**





## AGENDA ITEM

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### TITLE

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

### BRIEF OVERVIEW

Fleet Management has prepared a listing of tangible property subject to disposal. Fleet Management did not receive any requests for transfer or donation. Public auction will follow upon approval from the Board.

In accordance with Florida Statute 274.07, which states, "Authority for the disposal of property shall be recorded in the minutes of the governmental unit." Attached is a listing of the County property that has been requested to be removed from inventory and the reason for disposal is listed next to each item.

### FINANCIAL IMPACT

The sale of surplus vehicles is an essential revenue stream from the Fleet Replacement Fund (5081). The budgeted revenue for the sale of surplus is \$75,000 (3641064) with \$123,011 received to date for FY23.

### LEGAL NOTE

The Board has the authority to take the recommended action pursuant to Chapters 125 and 274, Florida Statutes and Fleet Management Manual Procedure No. 400.

### RECOMMENDATION

It is recommended the Board approve of the items from the attached list to be declared as surplus, auctioned, and removed from the County's fixed asset inventory.

### REVIEW PROCESS

|                   |          |                     |
|-------------------|----------|---------------------|
| Brenda Peshel     | Approved | 04/25/2023 3:09 PM  |
| Gordon Onderdonk  | Approved | 04/27/2023 5:06 PM  |
| Toni Brady        | Approved | 04/30/2023 10:32 AM |
| Pamela Hare       | Approved | 05/01/2023 10:46 AM |
| Victoria Anderson | Approved | 05/01/2023 11:30 AM |
| Heidi Kurppe      | Approved | 05/02/2023 10:44 AM |
| Scott Herring     | Approved | 05/02/2023 11:03 AM |
| Jeffrey Rogers    | Approved | 05/03/2023 9:56 PM  |
| Colleen Conko     | Approved | 05/04/2023 9:34 AM  |

| Surplus Vehicles and Equipment |              |                       |      |                                   |                   |                 |                   |                            |                     |
|--------------------------------|--------------|-----------------------|------|-----------------------------------|-------------------|-----------------|-------------------|----------------------------|---------------------|
| Asset ID                       | Plate number | Submitting Department | Year | Description                       | Serial #          | Mileage / Hours | Current Condition | Reason for Action          | BOCC Board mtg date |
| 11935                          | N/A          | FLEET                 | 2003 | Sterling SLT9500 Tractor          | 2FWJAZAS13AK38650 | 171,318         | POOR              | Meets Replacement Criteria | 5/23/2023           |
| 20014                          | N/A          | FLEET                 | 2016 | Kubota Zero Turn mower ZD326 P-60 | 42632             | 1744            | POOR              | Meets Replacement Criteria | 5/23/2023           |
| 20013                          | N/A          | FLEET                 | 2016 | Kubota Zero Turn mower ZD326 P-60 | 42641             | 1608            | POOR              | Meets Replacement Criteria | 5/23/2023           |

### ASSETS FOR DISPOSAL

| Asset ID | Submitting Department | Description                | Serial #               | Current Condition | BOCC Board mtg date |
|----------|-----------------------|----------------------------|------------------------|-------------------|---------------------|
| 19382    | SOE                   | Dell Optiplex 7010 desktop | 5WD2Q22                | poor              | 5/23/2023           |
| 19383    | SOE                   | Dell Optiplex 7010 desktop | 5WC5Q22                | poor              | 5/23/2023           |
| 19384    | SOE                   | Dell Optiplex 7010 desktop | 5WC4Q22                | poor              | 5/23/2023           |
| 19646    | SOE                   | Dell Latitude E6540        | JXSWV32                | poor              | 5/23/2023           |
| 19760    | SOE                   | Dell Latitude E6540        | 764VFC2                | poor              | 5/23/2023           |
| 19071    | SOE                   | Dell Optiplex 9010 desktop | 5R4DDX1                | poor              | 5/23/2023           |
| 19072    | SOE                   | Dell Optiplex 9010 desktop | 5R3GDX1                | poor              | 5/23/2023           |
| 19223    | SOE                   | Dell Optiplex 7010 desktop | FDK78Z1                | poor              | 5/23/2023           |
| 19352    | SOE                   | Dell Optiplex 7010 desktop | B725Z12                | poor              | 5/23/2023           |
| C10842   | IT                    | monitor                    | CN0NDMRP7426126L1MRU   | poor              | 5/23/2023           |
| C12320   | IT                    | monitor                    | N01VP18J0XLB           | poor              | 5/23/2023           |
| C12328   | IT                    | monitor                    | MMT0CAA0086240804A8512 | poor              | 5/23/2023           |
| C12334   | IT                    | monitor                    | GH17H4NT503385M        | poor              | 5/23/2023           |
| C10695   | IT                    | monitor                    | 8VVND296AY4B           | poor              | 5/23/2023           |
| C12321   | IT                    | monitor                    | HC74865518WU           | poor              | 5/23/2023           |
| C12325   | IT                    | monitor                    | MMT0CAA008624083C78512 | poor              | 5/23/2023           |
| C12331   | IT                    | monitor                    | MMT0CAA008624083EB8512 | poor              | 5/23/2023           |
| C12324   | IT                    | monitor                    | MMT0CAA0086251DF638512 | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0CC2807161859MCB1C   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0FJ1816418067U0ELS   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0CC2807161861CAFPR   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | MX0HF7304663475S12VL   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0T61167161859DAFGD   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | ETLBZ0816821905F014206 | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0U4931466334B92D7S   | poor              | 5/23/2023           |
| C12333   | IT                    | monitor                    | ETL840B018748011303960 | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0J66427161854RAC0M   | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0D32371618638A020    | poor              | 5/23/2023           |
| n/a      | IT                    | monitor                    | CN0D5428728725245J7L   | poor              | 5/23/2023           |
| C18045   | IT                    | monitor                    | MMT0CAA008620041238515 | poor              | 5/23/2023           |
| 19883    | IT                    | Dell Optiplex 7040         | 4S9WND2                | poor              | 5/23/2023           |
| 19938    | IT                    | Dell Optiplex 7040         | 6MSYBH2                | poor              | 5/23/2023           |
| 19737    | IT                    | Dell Optiplex 7020         | FBPS482                | poor              | 5/23/2023           |
| 19697    | IT                    | Dell Optiplex 7020         | 15Y0082                | poor              | 5/23/2023           |
| 19924    | IT                    | Dell Optiplex 7040         | 6MRYBH2                | poor              | 5/23/2023           |
| 19930    | IT                    | Dell Optiplex 7040         | 6MRGCH2                | poor              | 5/23/2023           |



|       |    |                    |         |      |           |
|-------|----|--------------------|---------|------|-----------|
| 19670 | IT | Dell Optiplex 7020 | 15T1082 | poor | 5/23/2023 |
| 19882 | IT | Dell Optiplex 7040 | 4S8SND2 | poor | 5/23/2023 |
| 20982 | IT | Dell Optiplex 7040 | 2L74LH2 | poor | 5/23/2023 |
| 19933 | IT | Dell Optiplex 7040 | 6MQFCH2 | poor | 5/23/2023 |
| 20971 | IT | Dell Optiplex 7040 | 2L6XKH2 | poor | 5/23/2023 |
| 19671 | IT | Dell Optiplex 7020 | 15T2082 | poor | 5/23/2023 |
| 19932 | IT | Dell Optiplex 7040 | 6MQZBH2 | poor | 5/23/2023 |
| 20969 | IT | Dell Optiplex 7040 | 2L6ZKH2 | poor | 5/23/2023 |
| 20973 | IT | Dell Optiplex 7040 | 2L8ZKH2 | poor | 5/23/2023 |
| 19927 | IT | Dell Optiplex 7040 | 6MRZBH2 | poor | 5/23/2023 |
| 19928 | IT | Dell Optiplex 7040 | 6MQGCH2 | poor | 5/23/2023 |
| 21138 | IT | Dell Optiplex 7050 | HZ6NCP2 | poor | 5/23/2023 |
| 19691 | IT | Dell Optiplex 7020 | 15X1082 | poor | 5/23/2023 |
| 20980 | IT | Dell Optiplex 7040 | 2L5XKH2 | poor | 5/23/2023 |
| 19690 | IT | Dell Optiplex 7020 | 15X0082 | poor | 5/23/2023 |
| 20938 | IT | Dell Optiplex 7040 | 7FPPHH2 | poor | 5/23/2023 |
| 19681 | IT | Dell Optiplex 7020 | 15V5082 | poor | 5/23/2023 |
| 19675 | IT | Dell Optiplex 7020 | 15TZZ72 | poor | 5/23/2023 |
| 19935 | IT | Dell Optiplex 7040 | 6MSFCH2 | poor | 5/23/2023 |
| 19736 | IT | Dell Optiplex 7020 | FBPP482 | poor | 5/23/2023 |
| 19690 | IT | Dell Optiplex 7020 | 15XZZ72 | poor | 5/23/2023 |
| 19551 | IT | Dell Optiplex 7020 | 6KZ3B42 | poor | 5/23/2023 |
| 19922 | IT | Dell Optiplex 7040 | 6MS0CH2 | poor | 5/23/2023 |
| 19929 | IT | Dell Optiplex 7040 | 6MRFCH2 | poor | 5/23/2023 |
| 19686 | IT | Dell Optiplex 7020 | 15W3082 | poor | 5/23/2023 |
| 19677 | IT | Dell Optiplex 7020 | 15V1082 | poor | 5/23/2023 |
| 19692 | IT | Dell Optiplex 7020 | 15X2082 | poor | 5/23/2023 |
| 19851 | IT | Dell Optiplex 7040 | HGR6TD2 | poor | 5/23/2023 |
| 19699 | IT | Dell Optiplex 7020 | 15T0082 | poor | 5/23/2023 |
| 19934 | IT | Dell Optiplex 7040 | 6MPZBH2 | poor | 5/23/2023 |
| 19685 | IT | Dell Optiplex 7020 | 15W2082 | poor | 5/23/2023 |
| 19890 | IT | Dell Optiplex 7040 | 4SCSND2 | poor | 5/23/2023 |
| 20967 | IT | Dell Optiplex 7040 | 2L6YKH2 | poor | 5/23/2023 |
| 19891 | IT | Dell Optiplex 7040 | 4SBRND2 | poor | 5/23/2023 |
| 19693 | IT | Dell Optiplex 7020 | 15X3082 | poor | 5/23/2023 |
| 19884 | IT | Dell Optiplex 7040 | 4SBSND2 | poor | 5/23/2023 |
| 19926 | IT | Dell Optiplex 7040 | 6MQDCH2 | poor | 5/23/2023 |
| 19673 | IT | Dell Optiplex 7020 | 15T4082 | poor | 5/23/2023 |
| 19908 | IT | Dell Optiplex 7040 | FZYMND2 | poor | 5/23/2023 |
| 19739 | IT | Dell Optiplex 7020 | FBPQ482 | poor | 5/23/2023 |

|       |      |                     |          |      |           |
|-------|------|---------------------|----------|------|-----------|
| 20970 | IT   | Dell Optiplex 7040  | 2L4YKH2  | poor | 5/23/2023 |
| 21150 | IT   | Dell Optiplex 7050  | 44QWCP2  | poor | 5/23/2023 |
| 21096 | IT   | Dell Optiplex 7050  | 58SPMN2  | poor | 5/23/2023 |
| 20981 | IT   | Dell Optiplex 7040  | 2L55LH2  | poor | 5/23/2023 |
| 19694 | IT   | Dell Optiplex 7020  | 15X4082  | poor | 5/23/2023 |
| 19695 | IT   | Dell Optiplex 7020  | 15X5082  | poor | 5/23/2023 |
| 19925 | IT   | Dell Optiplex 7040  | 6MS1CH2  | poor | 5/23/2023 |
| 19689 | IT   | Dell Optiplex 7020  | 15WZZ72  | poor | 5/23/2023 |
| 20968 | IT   | Dell Optiplex 7040  | 2L75LH2  | poor | 5/23/2023 |
| 20974 | IT   | Dell Optiplex 7040  | 2L94LH2  | poor | 5/23/2023 |
| 19672 | IT   | Dell Optiplex 7020  | 15T3082  | poor | 5/23/2023 |
| 20993 | IT   | Dell Optiplex 7040  | 2L4ZKH2  | poor | 5/23/2023 |
| 19683 | IT   | Dell Optiplex 7020  | 15W0082  | poor | 5/23/2023 |
| 18274 | HCUD | service line camera | 14072404 | poor | 5/23/2023 |



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: County Attorney  
Prepared By: Pamela Hare  
Initiator: Jon Jouben  
DOC ID: 12229  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Satisfaction of Judgment in Case of Hernando County vs. Steven B. Interdonato, et al

#### BRIEF OVERVIEW

In 2019, the County Attorney's Office sought a permanent injunction from the court enjoining the owners of 8128 Indian Trail Road, Weeki Wachee, from allowing an accumulation of trash and debris on the parcel. As part of the final judgment, the defendants were ordered to reimburse the County for court costs in the amount of \$330. The Clerk's Finance Division has reported receiving payment in full, plus interest and the recording fee. It is therefore necessary that the Final Judgment in this case be satisfied.

#### FINANCIAL IMPACT

\$415.81 was deposited into the General Fund.

#### LEGAL NOTE

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

#### RECOMMENDATION

It is recommended that the Board of County Commissioners authorize the Chairman's signature on the attached Satisfaction of Judgment after which it will be filed with the court.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Pamela Hare    | Approved | 05/01/2023 4:18 PM  |
| Kyle Benda     | Approved | 05/01/2023 4:44 PM  |
| Toni Brady     | Approved | 05/02/2023 7:48 AM  |
| Heidi Kurppe   | Approved | 05/02/2023 11:14 AM |
| Scott Herring  | Approved | 05/02/2023 11:19 AM |
| Jeffrey Rogers | Approved | 05/03/2023 10:15 PM |
| Colleen Conko  | Approved | 05/04/2023 8:16 AM  |



Instr #2019030411 BK: 3704 PG: 1365, Filed & Recorded: 5/20/2019 8:47 AM CAS Deputy Clk, #Pgs:8  
Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL

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IN THE COUNTY COURT OF HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY,

Plaintiff,

v.

Case No.: H-27-2019-CC-257

STEVEN B. INTERDONATO, DOROTHY  
INTERDONATO, & STEVEN J.  
INTERDONATO,

Defendants.

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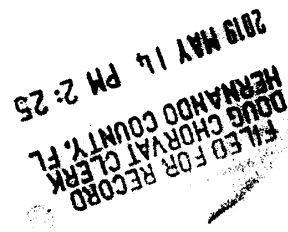
**FINAL JUDGMENT**

THIS MATTER having come before the Court on May 13, 2019, for the prayer for permanent injunctive relief that is contained in Plaintiff's *Complaint*. Jon A. Jouben, Esq., appeared on behalf of Plaintiff and Defendants, STEVEN B. INTERDONATO and STEVEN J. INTERDONATO, appeared *pro se*. Defendant, DOROTHY INTERDONATO, was unable to appear due to a medical issue.

The Court being fully advised in the premises, hereby makes the following findings of fact and conclusions of law:

**Factual Background**

1. Plaintiff, HERNANDO COUNTY ("the County"), is a political subdivision of the State of Florida.
2. Defendants, STEVEN J. INTERDONATO, STEVEN B. INTERDONATO, AND DOROTHY INTERDONATO (collectively, "the Interdonatos"), are natural persons who reside in Hernando County, Florida.



3. The Interdonatos own, as joint tenants with the right of survivorship, a parcel of real property situate in Hernando County, Florida (hereinafter "the Parcel"), located at 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268, and more fully described as:

Lot 1, Block F, Highland Lakes, as per the plat thereof, as recorded in Plat Book 5, Page 42, of the Public Records of Hernando County, Florida.  
Parcel Key: 00084125 Parcel #: R25-222-17-2460-00F0-0010

4. The Hernando County Board of County Commissioners has enacted the Hernando County Property Maintenance Ordinance, Hernando County Code §§ 15-161 through 15-171, in order "to protect the public health, safety and welfare, and to protect the aesthetic and property values of properties by providing for abatement of grossly unaesthetic, unsanitary or unsafe conditions, including the accumulation of litter, trash, waste and debris and overgrown vegetation, which constitutes a code violation on land subject to and in violation of this article." Hernando County Code § 15-162.

5. Pursuant to Hernando County Code § 15-163(b), it is "unlawful for any owner or occupant of property to permit or maintain, or for any person to cause, an accumulation of rubbish, waste, trash, or debris, decaying vegetative matter, exposed salvageable material or other manmade materials upon any lot, tract, or parcel of land where the effect of such accumulation is to cause or create: (1) An actual or potential haven or breeding place for snakes, rats, rodents or other vermin of like or similar character; or (2) An actual or potential breeding place for mosquitos; or (3) A fire hazard to adjacent properties; or (4) An adverse effect on or impairment of the economic welfare of adjacent properties; or (5) A hazard to traffic at road intersections or rights-of-way within the county; or (6) A nuisance as defined by law, or other unsanitary condition; or (7) A visual nuisance or other unsightly condition visible from adjoining public or private property."

6. Hernando County Code § 15-163(c) defines “rubbish, waste, trash, or debris” to include “garbage, rubbish and refuse from residential, commercial, or industrial activities, including animal waste; kitchen and table food waste or other waste that is attendant with or results from the storage, preparation, cooking or handling of food material; paper, wood scraps, cardboard, cloth, glass, rubber, plastic; discarded vehicle tires or other vehicle or watercraft fixtures or parts; household goods and appliances; tools and equipment; and similar materials.”

7. Hernando County Code § 15-164 creates an affirmative duty for all property owners to maintain their properties in compliance with the Hernando County Property Maintenance Ordinance.

**Defendants’ Failure to Adequately Maintain the Parcel**

8. On August 19, 2016, the Hernando County Code Enforcement Department received a complaint alleging that Defendants had permitted an accumulation of trash and debris on the Parcel.

9. Subsequent inspections of the Parcel by Hernando County Code Enforcement personnel revealed that Defendants habitually permitted rubbish, waste, trash, and debris to accumulate upon the Parcel in violation of Hernando County Code § 15-163(b). Defendants by their actions, created a public nuisance on the Parcel.

10. Following an evidentiary hearing, the Hernando County Special Master rendered an Order, dated October 2, 2017, in which he found Defendants guilty of violating § 15-163(b). A copy of the Special Master’s Order has been recorded in the Official Records of Hernando County, Florida, at Book 3530, Pages 1527-1529, and is incorporated herein by reference.



11. Subsequent inspections of the Parcel by Hernando County Code Enforcement personnel revealed that Defendants continued to permit rubbish, waste, trash, and debris to accumulate upon the Parcel in violation of Hernando County Code § 15-163(b). Defendants by their actions, maintained a public nuisance on the Parcel.

12. Following an evidentiary hearing, the Hernando County Special Master rendered an Order, dated January 7, 2019, in which he found Defendants guilty of violating § 15-163(b). A copy of the Special Master's Order has been recorded in the Official Records of Hernando County, Florida, at Book 3680, Pages 1360-1362, and is incorporated herein by reference.

13. On May 8, 2019, Hernando County Code Enforcement Officer Rebecca Boymer (hereinafter "Officer Boymer") inspected the Parcel. Officer Boymer observed trash and debris strewn about the Parcel. Officer Boymer took a series of fifteen photographs of the Parcel, which this Court admitted into evidence as Exhibit A-1.

14. By enforcing Hernando County Code § 15-163, the County is exercising its police powers.

15. The Interdonatos have created an actual or potential haven or breeding place for snakes, rats, rodents or other vermin of like or similar character on the Parcel.

16. The Interdonatos' actions have created a visual nuisance or other unsightly condition on the Parcel that is visible from public and private properties adjoining the Parcel.

17. The Interdonatos have not abated the nuisance that exists on the Parcel.

18. By permitting trash and debris to accumulate on the Parcel, the Interdonatos have violated Hernando County Code § 15-163.

### **Procedural History**

19. The County commenced this action on February 20, 2019.

20. Defendants, STEVEN B. INTERDONATO and DOROTHY INTERDONATO, filed their *Answer* on March 25, 2019, however, they did not deny any of the allegations that the County made in the *Complaint*. Defendant, STEVEN J. INTERDONATO, following service of process upon him, failed to respond to or otherwise defend against the *Complaint*. By the operation of Fla. R. Civ. P. 1.110(e), the facts alleged in the *Complaint* are deemed admitted by the Interdonatos based upon their respective failures to deny the allegations. See Fla. R. Civ. P. 1.110(e) (“Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damages, are admitted when not denied in the responsive pleading.”); *In re: the Fla. Bar*, 391 So. 2d 165, 167 (Fla. 1980) (holding that unless denied, “allegations will be admitted under Rule 1.110(e)”).

21. Normally, a party seeking an injunction must show that it has a clear legal right to relief, an inadequate remedy at law, and that irreparable harm will result without the granting of injunctive relief. See *K.W. Brown & Company v. McCutchen*, 819 So.2d 977, 979 (Fla. 4<sup>th</sup> DCA 2002). When a governmental entity seeks an injunction to enforce its police powers, however, those standards are relaxed. The government entity “need not come forth with proof to show irreparable harm or lack of an alternate legal remedy.” See *Miami-Dade County v. Fernandez*, 905 So.2d 213, 215 (Fla. 3<sup>rd</sup> DCA 2005). Thus, the County need only demonstrate that it has a clear legal right to obtain an injunction against the Interdonatos. See *Fernandez*, 905 So.2d at 215. See also *P.M. Realty & Investments, Inc. v. City of Tampa*, 779 So.2d 404, 406 (Fla. 2<sup>nd</sup> DCA 2000) rev. den. 786 So.2d 580 (Fla. 2001); *Metropolitan Dade County v. O’Brien*, 660 So.2d 364, 365 (Fla. 3<sup>rd</sup> DCA 1995).

22. The County has established all of the prerequisites necessary for the entry of a permanent injunction against the Interdonatos.

Therefore, based upon the Court's above-stated findings of fact and conclusions of law, it is ORDERED AND ADJUDGED as follows:

A. Judgment is entered in the instant action in favor of Plaintiff, HERNANDO COUNTY, 20 North Main Street, Brooksville, Florida 34601 and against Defendants, STEVEN B. INTERDONATO and DOROTHY INTERDONATO, 3422 Fernleaf Drive, Hernando Beach, Florida 34607-3409, and also against Defendant, STEVEN J. INTERDONATO, 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268.

B. Plaintiff, HERNANDO COUNTY, and its agents are hereby authorized to enter upon the property located at 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268, no earlier than Tuesday, May 21, 2019, and bring the property into compliance with Hernando County Code § 15-163, by removing all rubbish, waste, trash, and/or debris from the property.

C. For the purposes of this Final Judgment, the term "rubbish, waste, trash, and/or debris" shall exclude (1) the animal graves and the accouterments thereof, (2) firewood, (3) any automobiles that are parked on the Parcel's driveway, and (4) clotheslines. Otherwise, the term "rubbish, waste, trash, and/or debris" shall mean and include without limitation "garbage, rubbish, and refuse from residential, commercial, or industrial activities, including animal waste, kitchen and table food waste, or other waste that is attendant with or results from the storage, preparation, cooking, or handling of food material; paper, wood scraps, cardboard, cloth, glass, rubber, plastic; inoperable vehicles, discarded vehicle tires, or other vehicle or water craft fixtures or parts;



**BK: 3704 PG: 1371**

household goods and appliances; tools and equipment; and similar materials.” Hernando County Code §15-163(c) (providing quoted definition).


D. Plaintiff, HERNANDO COUNTY, is hereby authorized to place a lien against the parcel located at 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268, for all costs incurred in the removal of all rubbish, waste, trash, and/or debris from the property.

E. Defendants, STEVEN B. INTERDONATO, DOROTHY INTERDONATO, and STEVEN J. INTERDONATO, are hereby permanently enjoined from allowing rubbish, waste, trash, and/or debris to accumulate on the property located at 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268. This injunction shall be in full force and effect until further order of the Court. Only the Court may modify the terms of this injunction. Either party may ask the Court to change or end this injunction at any time. Any violation of this injunction, whether or not at the invitation of Plaintiff, HERNANDO COUNTY, or anyone else, may subject Defendants, STEVEN B. INTERDONATO, DOROTHY INTERDONATO, and STEVEN J. INTERDONATO, to civil or indirect criminal contempt.

F. Judgment for court costs is entered in the instant action in favor of Plaintiff, HERNANDO COUNTY, and against Defendants, STEVEN B. INTERDONATO, DOROTHY INTERDONATO, and STEVEN J. INTERDONATO, jointly and severally, in the amount of Three Hundred Thirty Dollars and Zero Cents (\$330.00), that shall bear interest at the prevailing statutory interest rate of 6.33% per year from this date through December 31 of this current year, for which let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with Fla. Stat. § 55.03.

G. The Court retains jurisdiction over this action and the parties thereto to enforce the terms of this Final Judgment.

DONE and ORDERED in Chambers in Brooksville, Hernando County, Florida, this 14 day of May, 2019.

  
The Honorable Kristie M. Ruppe  
County Court Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing *Final Judgment* has been sent by Courthouse Mail to JON A. JOUBEN, ESQ., 20 N. Main Street, Suite 462, Brooksville, Florida 34601, and by regular U.S. mail to Defendants, STEVEN B. INTERDONATO and DOROTHY INTERDONATO, 3422 Fernleaf Drive, Hernando Beach, Florida 34607-3409, and Defendant, STEVEN J. INTERDONATO, 8128 Indian Trail Road, Weeki Wachee, Florida 34613-5268, on this 15<sup>th</sup> day of May 2019.

  
Deputy Clerk/Judicial Assistant



IN THE COUNTY COURT OF HERNANDO COUNTY, FLORIDA

HERNANDO COUNTY,

Plaintiff

v.

Case No.: H-27-2019-CC-257

STEVEN B. INTERDONATO, et al.,

Defendants.

SATISFACTION OF JUDGMENT

THE UNDERSIGNED owner and holder of the Final Judgment rendered in the action entitled *Hernando County v. Steven B. Interdonato, et al.*, by the County Court of Hernando County, Florida and recorded in the Official Records of Hernando County at Book 3704, Page 1365, acknowledges that the judgment has been paid in full.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY in Regular Session this \_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_

Douglas A. Chorvat, Jr.  
Clerk of Court and Comptroller

By: \_\_\_\_\_

John Allocco  
Chairman

Approved as to form and legal sufficiency

  
\_\_\_\_\_  
County Attorney's Office





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Finance  
Prepared By: Shanon Aguayo  
Initiator: Joshua Stringfellow  
DOC ID: 12185  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Transmittal of List of Accounts Payable Disbursements for Weeks Ended April 28, 2023, and May 5, 2023

#### BRIEF OVERVIEW

Transmittal of List of Accounts Payable Disbursements for weeks ending April 28, 2023, and May 5, 2023.

In addition to the check registers, the total Board of County Commissioners payroll disbursements for payroll checks dated May 9, 2023, was \$1,414,835.56.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

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

#### RECOMMENDATION

It is recommended that the Board approve of the accounts payable disbursement for weeks ending April 28, 2023, and May 5, 2023.

#### REVIEW PROCESS

|                   |           |            |          |
|-------------------|-----------|------------|----------|
| Josh Stringfellow | Approved  | 05/08/2023 | 8:34 AM  |
| Douglas Chorvat   | Approved  | 05/09/2023 | 9:49 AM  |
| Toni Brady        | Approved  | 05/12/2023 | 8:41 AM  |
| Pamela Hare       | Delegated | 05/12/2023 | 8:41 AM  |
| Lisa Morgan       | Approved  | 05/12/2023 | 10:12 AM |
| Jon Jouben        | Approved  | 05/12/2023 | 5:16 PM  |
| Heidi Kurppe      | Approved  | 05/15/2023 | 9:48 AM  |
| Scott Herring     | Approved  | 05/15/2023 | 11:04 AM |
| Jeffrey Rogers    | Approved  | 05/16/2023 | 12:57 PM |
| Colleen Conko     | Approved  | 05/16/2023 | 2:05 PM  |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|---------------------------|----------------|--------------------|
| 267169            | 04/25/2023 | ALBERT J MATHEWS                   | 3440 PLAZA AVE            | S801873-05     | \$14.02            |
| 267170            | 04/25/2023 | ALEXANDER CASTRO PEREZ             | 4525 DELTONA BLVD         | S601507-10     | \$132.82           |
| 267171            | 04/25/2023 | AMANDA P DEFENO                    | 2053 MILLMOUNT LN         | S908539-02     | \$122.45           |
| 267172            | 04/25/2023 | ASHLEY R HATFIELD                  | 12154 LINDEN DR           | S808411-05     | \$111.04           |
| 267173            | 04/25/2023 | BILLIE SANCHEZ                     | 5127 ODIN ST              | S103309-08     | \$16.40            |
| 267174            | 04/25/2023 | BRIAN G & SHELLIE R SWEET          | 8332 BLANTON ST           | S603469-05     | \$75.46            |
| 267175            | 04/25/2023 | BRUCE D GRUNER                     | 6247 LORRAINE LN          | S103129-08     | \$113.44           |
| 267176            | 04/25/2023 | CALVIN NELSON JR                   | 448 SPRING HAVEN LOOP     | S104309-10     | \$186.47           |
| 267177            | 04/25/2023 | CAROL & GROVER ELLIS               | 4581 MAJESTIC HILLS LOOP  | IA27197-00     | \$35.63            |
| 267178            | 04/25/2023 | CENTURY COMPLETE W FL 8207         | 5519 ALDERWOOD ST         | S608632-00     | \$7.37             |
| 267179            | 04/25/2023 | CENTURY COMPLETE W FL 8207         | 6286 GRAPEWOOD RD         | S913101-00     | \$9.44             |
| 267180            | 04/25/2023 | CHARLES & NICOLE M JAMET BURK      | 5291 MERRIFIELD CT        | S809811-03     | \$5.02             |
| 267181            | 04/25/2023 | CHRISTIANSON COMPANIES             | 13406 CORTEZ BLVD         | SZ00006-05     | \$1,514.00         |
| 267182            | 04/25/2023 | CHRISTOPHER D TAYLOR               | 7716 ST ANDREWS BLVD      | RH00472-15     | \$235.28           |
| 267183            | 04/25/2023 | CHRISTOPHER J KRUFT                | 9632 HORIZON DR           | S807866-01     | \$31.37            |
| 267184            | 04/25/2023 | COASTAL POINTE HOMES               | 1327 NEWHOPE RD           | S604258-01     | \$8.75             |
| 267185            | 04/25/2023 | D R HORTON                         | 1157 BURGUNDY CT          | EN00003-00     | \$8.34             |
| 267186            | 04/25/2023 | DANIEL & TIFFANY PALUMBO           | 2345 HAWTHORNE RD         | S911231-03     | \$79.45            |
| 267187            | 04/25/2023 | DEEB CONSTRUCTION                  | 12295 COUNTY LINE RD HYDR | XX01648-00     | \$1,750.67         |
| 267188            | 04/25/2023 | DELMA LARACUENTE                   | 268 GLENN IVY TER         | S813324-16     | \$113.95           |
| 267189            | 04/25/2023 | DEVIN DEVI                         | 196 SAWYER AVE            | S806032-07     | \$110.58           |
| 267190            | 04/25/2023 | ENEIDA VICARIO & AURELIA PILIOURAS | 2291 EUCLID AVE           | S908307-07     | \$76.04            |
| 267191            | 04/25/2023 | FALLON WOOD                        | 3570 ARROWHEAD AVE        | WK00012-08     | \$111.19           |
| 267192            | 04/25/2023 | FLORENCE L VICKERS LITTLE          | 9656 HORIZON DR           | S804496-17     | \$23.88            |
| 267193            | 04/25/2023 | FORREST & WADE DOW                 | 35005 MAJOR DADE DR       | FD00041-02     | \$106.60           |
| 267194            | 04/25/2023 | GARY C BROWN                       | 31367 SATINLEAF RUN       | RW00581-01     | \$1.46             |
| 267195            | 04/25/2023 | HARTLAND HOMES INC                 | 10423 UTAH ST             | S814010-00     | \$27.65            |
| 267196            | 04/25/2023 | HEATHER COOKE                      | 2302 HOLSTON AVE          | S803466-01     | \$17.28            |
| 267197            | 04/25/2023 | HELEN & JAMES SAWYER               | 12248 FOOTHILL ST         | S908989-09     | \$116.60           |
| 267198            | 04/25/2023 | HRG MANAGEMENT LLC                 | 4056 TOMAHAWK AVE         | WK00090-09     | \$123.86           |
| 267199            | 04/25/2023 | ILEANA A IRIZARRY                  | 7397 COUNTY LINE RD       | S607871-04     | \$42.73            |
| 267200            | 04/25/2023 | IRVING M & LUZ M SOTO              | 8273 GOODRICH ST          | S605469-01     | \$2.24             |
| 267201            | 04/25/2023 | JACK E & LINDA M DRAGE             | 3191 WINDJAMMER DR        | WD00052-03     | \$194.90           |
| 267202            | 04/25/2023 | JAMES B & NAYMARA THORNTON         | 9442 NAKOMA WAY           | RH00756-08     | \$218.39           |
| 267203            | 04/25/2023 | JEAN M MEYER                       | 11402 CALLAGHAN AVE       | S801492-01     | \$5.42             |
| 267204            | 04/25/2023 | JENNIFER J HARPER                  | 12087 TALLWOOD ST         | S800566-04     | \$22.80            |
| 267205            | 04/25/2023 | JERRY L WALTERS                    | 14322 EDGEKNOLL ST        | BK00520-03     | \$127.21           |
| 267206            | 04/25/2023 | JESSICA M FLEEGER                  | 3535 PORTILLO RD APT 43   | S810190-09     | \$232.01           |
| 267207            | 04/25/2023 | JESSIE L & CARLEEN Y TATUM         | 8165 PHILATELIC DR        | FK00263-10     | \$143.19           |
| 267208            | 04/25/2023 | JOE HENESEY JR                     | 14435 MIRANNA ST          | BK00314-02     | \$89.25            |
| 267209            | 04/25/2023 | JOHN GRANONE PA                    | 1279 KASS CIR             | C103362-05     | \$228.98           |
| 267210            | 04/25/2023 | JOSEPH CHABRIER                    | 131 CALLAWAY AVE          | S606178-00     | \$87.64            |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                       | Transaction Description      | Invoice Number | Transaction Amount |
|-------------------|------------|-----------------------------------|------------------------------|----------------|--------------------|
| 267211            | 04/25/2023 | JOSHUA COLON                      | 4314 MILLWOOD RD             | S808192-05     | \$50.15            |
| 267212            | 04/25/2023 | JUSTIN HILDRETH & ALEX CARDENAS   | 10366 THORNBERRY DR          | S801378-02     | \$120.72           |
| 267213            | 04/25/2023 | KAREN PAYNE                       | 12300 THOMASON ST            | HI01466-04     | \$128.42           |
| 267214            | 04/25/2023 | KASHANDA L TURLEY                 | 4327 ALMOND CT               | S813684-02     | \$5.96             |
| 267215            | 04/25/2023 | KATHRYN MATHEWS                   | 14680 NAIMISHA LOOP          | S911787-23     | \$242.07           |
| 267216            | 04/25/2023 | KENNETH D & SANDRA K WATTERSON    | 8151 WEATHERFORD AVE         | BK00652-03     | \$96.83            |
| 267217            | 04/25/2023 | KENNETH D & SANDRA K WATTERSON    | 8151 WEATHERFORD AVE         | BK00652-03     | \$53.68            |
| 267218            | 04/25/2023 | KENNETH L BARNETT                 | 11249 ROMAN ST               | S901276-00     | \$20.00            |
| 267219            | 04/25/2023 | LAUREL K COKER                    | 8046 FIRST CIRCLE DR         | HI00118-08     | \$152.21           |
| 267220            | 04/25/2023 | LINDA STACEY                      | 6440 NATURE PRESERVE LN      | TP00303-04     | \$171.88           |
| 267221            | 04/25/2023 | LOIS A & JOEL F SLABE             | 2106 FORESTER WAY            | TP00439-05     | \$144.60           |
| 267222            | 04/25/2023 | LUKE A SWITZER                    | 5206 HOPE LN                 | S600005-08     | \$118.65           |
| 267223            | 04/25/2023 | MAIN STREET RENEWAL LLC           | 11088 SHEFFIELD RD           | S803912-02     | \$95.44            |
| 267224            | 04/25/2023 | MAIN STREET RENEWAL LLC           | 5100 LYDIA CT                | S808002-09     | \$124.76           |
| 267225            | 04/25/2023 | MARONDA HOMES                     | 2144 HAWTHORNE RD            | S913018-00     | \$44.52            |
| 267226            | 04/25/2023 | MELISSA MACTOUGH                  | 8193 PAGE LN                 | S605474-05     | \$114.34           |
| 267227            | 04/25/2023 | MERITAGE HOMES TAM 920            | 12199 SKYLER LN              | S913092-00     | \$50.07            |
| 267228            | 04/25/2023 | MYND MANAGEMENT INC               | 7280 TARRYTOWN DR            | S604294-08     | \$217.41           |
| 267229            | 04/25/2023 | MYND MANAGEMENT INC               | 10195 HEATHCLIFF ST          | S803659-04     | \$119.18           |
| 267230            | 04/25/2023 | MYND MANAGEMENT INC               | 11136 MERCEDES ST            | S907552-01     | \$90.73            |
| 267231            | 04/25/2023 | NICOLE L & FREEMAN TYREECE BAILEY | 10013 HAYES ST               | S807145-12     | \$46.68            |
| 267232            | 04/25/2023 | NOVELETTE REID                    | 9148 PEMBERTON ST            | S809160-12     | \$41.21            |
| 267233            | 04/25/2023 | OFFERPAD LLC                      | 4542 COLLINS RD              | S604934-02     | \$160.79           |
| 267234            | 04/25/2023 | OP SPE TPA 1 LLC                  | 536 HOLLYHOCK LN             | S605533-02     | \$125.44           |
| 267235            | 04/25/2023 | PATRICIA A OWEN                   | 7034 MERRICK LN              | S606153-07     | \$164.35           |
| 267236            | 04/25/2023 | PCS CIVIL                         | 34275 CORTEZ BLVD<br>HYDRANT | XX01642-00     | \$226.66           |
| 267237            | 04/25/2023 | PEPPER CONTRACTING SERVICES INC   | 33191 CORTEZ BLVD            | XX01559-00     | \$70.00            |
| 267238            | 04/25/2023 | PHANTOM LEMASTER                  | 11288 SEDGEFIELD AVE         | S102213-05     | \$121.17           |
| 267239            | 04/25/2023 | PILAR TADROUS                     | 13450 WHITEHAVEN CT          | PP00762-13     | \$61.24            |
| 267240            | 04/25/2023 | PINE GROVE RESIDENTIAL FUNDING I  | 2020 TRENTON AVE             | S600829-06     | \$118.68           |
| 267241            | 04/25/2023 | PROFESSIONAL RESOURCE DEVEL INC   | 12001 -12033 CORTEZ BLVD     | HZ00104-02     | \$163.89           |
| 267242            | 04/25/2023 | RAUL A CLARA                      | 14002 WHITE PLAINS ST        | S904204-03     | \$9.51             |
| 267243            | 04/25/2023 | ROBERT & JEANIE DEAN              | 12070 SARA ST                | HI00547-02     | \$129.19           |
| 267244            | 04/25/2023 | ROBERT & LAURIE JACQUES           | 1339 DILL AVE                | S809284-01     | \$0.20             |
| 267245            | 04/25/2023 | ROBERT HAMPSON                    | 10474 FAIRCHILD RD           | S808038-00     | \$38.26            |
| 267246            | 04/25/2023 | RONALD B KAY & VICTORIA DAVIS-KAY | 5389 AYRSHIRE DR             | SL00115-06     | \$94.98            |
| 267247            | 04/25/2023 | SARA J BERUMEN & MARTIN L SOTO    | 5516 NEWMARK ST              | S602817-03     | \$39.10            |
| 267248            | 04/25/2023 | SELECT PORTFOLIO SERVICING INC    | 11092 LINDSAY RD             | S813025-02     | \$120.04           |
| 267249            | 04/25/2023 | SFR JV-2 2022-1 BORROWER LLC      | 5440 IDLEWEISE CT            | S608206-11     | \$44.24            |
| 267250            | 04/25/2023 | SFR JV-2 2022-1 BORROWER LLC      | 6623 FREEPORT DR             | S806873-12     | \$47.78            |
| 267251            | 04/25/2023 | SFR JV-2 2022-2 BORROWER LLC      | 8083 RHANBUOY RD             | BM00918-11     | \$102.92           |



## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                         | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|-------------------------------------|---------------------------|----------------|--------------------|
| 267252            | 04/25/2023 | SFR JV-2 PROPERTY LLC               | 5148 JENSON AVE           | S812611-07     | \$45.25            |
| 267253            | 04/25/2023 | SHAMINA A STAGNER-RAM               | 7079 HOLIDAY DR           | S810192-10     | \$214.33           |
| 267254            | 04/25/2023 | SHARON D BENNETT                    | 7445 MEAD DR              | S606835-13     | \$207.97           |
| 267255            | 04/25/2023 | STRESS FREE PROPERTY MANAGEMENT     | 1182 CHANNING AVE         | S802615-07     | \$122.19           |
| 267256            | 04/25/2023 | SUCCESS PROPERTY MANAGEMENT INC     | 5668 PILLAR AVE           | S800741-06     | \$115.76           |
| 267257            | 04/25/2023 | TAMMY B WEATHERINGTON               | 4294 AZORA RD             | S806581-10     | \$139.00           |
| 267258            | 04/25/2023 | THOMAS D GRINNELL                   | 5321 GREYSTONE DR         | SL00688-02     | \$44.76            |
| 267259            | 04/25/2023 | TIMOTHY S HAYTON                    | 8004 FIRST CIRCLE DR      | HI00133-13     | \$247.18           |
| 267260            | 04/25/2023 | TRUST PROPERTY MANAGEMENT FL LLC    | 7057 FAIRLAWN ST          | S606791-06     | \$240.81           |
| 267261            | 04/25/2023 | WATTS TAMI                          | 5061 CALDWELL ST          | S606256-00     | \$31.54            |
| 267262            | 04/25/2023 | WHITNEY O & DEREK W FAUST           | 4541 LAKESHORE AVE        | S700133-04     | \$140.04           |
| 267263            | 04/25/2023 | YANNINA H CASANOVA                  | 4372 LAMSON AVE           | S808119-11     | \$43.86            |
| 267264            | 04/25/2023 | YASMANY HERNANDEZ                   | 3171 SEA GRAPE DR         | HB02219-00     | \$169.53           |
| 267265            | 04/25/2023 | YASMANY HERNANDEZ                   | 3351 FERNLEAF DR          | HB02220-00     | \$169.53           |
| 267266            | 04/25/2023 | YASMANY HERNANDEZ                   | 3380 HOLLY SPRINGS DR     | HB02222-00     | \$169.53           |
| 267267            | 04/28/2023 | ACROSS THE STREET PRODUCTIONS INC   | COURSE 6/19-6/23/23       | INV14514       | \$13,500.00        |
| 267268            | 04/28/2023 | AIR MECHANICAL & SERVICE CORP       | MATERIALS                 | 121633         | \$136.12           |
| 267268            | 04/28/2023 | AIR MECHANICAL & SERVICE CORP       | HOURLY LABOR RATE JOURNEY | 121633         | \$790.50           |
| 267268            | 04/28/2023 | AIR MECHANICAL & SERVICE CORP       | OVERTIME HOURLY RATE JOUR | 121666R        | \$396.00           |
| 267269            | 04/28/2023 | AMAX WELDING & FABRICATION INC      | REPAIR, FABRICATION OF TR | 9095           | \$6,278.00         |
| 267270            | 04/28/2023 | AMERICAN CONSULTING ENGINEERS       | PROF SVC 2/26-3/31/23     | 230230         | \$37,578.39        |
| 267271            | 04/28/2023 | ARCHITECTURE ROOF CONSULTING        | EAA ROOF EVALUATION       | 423-0002       | \$2,432.00         |
| 267272            | 04/28/2023 | AVCON INC                           | OUT OF POCKET EXPENSES    | 124293         | \$54.98            |
| 267272            | 04/28/2023 | AVCON INC                           | FIELD EVALUATIONS, SURVEY | 124293         | \$464.38           |
| 267273            | 04/28/2023 | BIBLIOTHECA LLC                     | CLOUD LIBRARY ANNUAL SUBS | INV-US63822    | \$8,228.47         |
| 267274            | 04/28/2023 | BIG DOG EXPRESS OF SOUTH FL INC     | HAULING RECYCLABLES       | 10111          | \$930.00           |
| 267274            | 04/28/2023 | BIG DOG EXPRESS OF SOUTH FL INC     | HAULING RECYCLABLES       | 10141          | \$465.00           |
| 267274            | 04/28/2023 | BIG DOG EXPRESS OF SOUTH FL INC     | HAULING RECYCLABLES       | 10130          | \$1,395.00         |
| 267275            | 04/28/2023 | BUCKEYE CLEANING CENTERS            | PPR TWLS,TOILET PPR       | 90490510       | \$859.68           |
| 267275            | 04/28/2023 | BUCKEYE CLEANING CENTERS            | PPR TWLS,TOIOLET PPR      | 90490510       | \$703.38           |
| 267276            | 04/28/2023 | CDW GOVERNMENT                      | 728881 SO 1CB66ZX         | JB12169        | \$6,383.16         |
| 267276            | 04/28/2023 | CDW GOVERNMENT                      | 728881 SO 1CB66ZX         | JB13390        | \$714.84           |
| 267277            | 04/28/2023 | CHARLIES PLUMBING INC               | STN 9 BLADDER LEAK        | 141503         | \$175.99           |
| 267277            | 04/28/2023 | CHARLIES PLUMBING INC               | STN 3 CLEAR DRAIN         | 143378         | \$105.00           |
| 267278            | 04/28/2023 | CHARTER COMMUNICATIONS HOLDINGS LLC | 40018772 3/23 HCSO AD     | 900034295      | \$3,989.90         |
| 267279            | 04/28/2023 | CITY ELECTRIC SUPPLY CO             | LIGHTING FIXTURE MATERIAL | BRV-164358     | \$716.10           |
| 267280            | 04/28/2023 | CITY OF BROOKSVILLE                 | 1050460076-11             | 1050460076F3   | \$553.56           |
| 267280            | 04/28/2023 | CITY OF BROOKSVILLE                 | 1050415031-12             | 1050415031F3   | \$1,587.74         |
| 267280            | 04/28/2023 | CITY OF BROOKSVILLE                 | 1050375010-11             | 1050375010F3   | \$83.73            |
| 267281            | 04/28/2023 | CITY OF OCALA                       | ACCT 563976-228020        | 4-6-23         | \$35.00            |

## **Board of County Commissioners Checks Issued**

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|-------------------|------------|-----------------------------------|------------------------------|----------------|--------------------|
| 267282            | 04/28/2023 | CIVIL SITE CONSTRUCTORS INC       | 20-CG0116 TELCOM DR          | PAYREQ#11      | \$215,729.54       |
| 267282            | 04/28/2023 | CIVIL SITE CONSTRUCTORS INC       | 20-CG0116 RETAINAGE          | PAYREQ#11      | (\$10,786.47)      |
| 267283            | 04/28/2023 | CLEARSTAR INC                     | PRE-EMP SCREENINGS           | 270227         | \$962.80           |
| 267284            | 04/28/2023 | CLIFFS SEPTIC SERVICES INC        | PRTABLE TOILET COBB          | 104006         | \$111.40           |
| 267284            | 04/28/2023 | CLIFFS SEPTIC SERVICES INC        | PRTABLE TOILET JEFFRS        | 104005         | \$111.40           |
| 267284            | 04/28/2023 | CLIFFS SEPTIC SERVICES INC        | PRTABLE TOILET AIRPRT        | 103791         | \$122.60           |
| 267285            | 04/28/2023 | COMPASS MEDIA LLC                 | FEBRUARY 2023 SEARCH ENGI    | 2023-62729     | \$2,808.75         |
| 267285            | 04/28/2023 | COMPASS MEDIA LLC                 | MARCH 2023 SEARCH ENGINE     | 2023-62726     | \$2,808.75         |
| 267286            | 04/28/2023 | COMPUTERS AT WORK! INC            | LAPTOP, COMPUTERS,<br>HARDWA | CAWI26331      | \$2,542.29         |
| 267287            | 04/28/2023 | CORE & MAIN LP                    | SEWER LINES MATERIALS, PA    | S541778        | \$359.64           |
| 267287            | 04/28/2023 | CORE & MAIN LP                    | WATER PLANTS MATERIALS, P    | S460247        | \$5,720.60         |
| 267287            | 04/28/2023 | CORE & MAIN LP                    | WATERLINES MATERIALS, PAR    | S416999        | \$169.75           |
| 267287            | 04/28/2023 | CORE & MAIN LP                    | WATER PLANTS MATERIALS, P    | S573492        | \$1,192.80         |
| 267287            | 04/28/2023 | CORE & MAIN LP                    | WATERLINES MATERIALS, PAR    | S541778        | \$359.64           |
| 267288            | 04/28/2023 | DEPARTMENT OF MANAGEMENT SERVICES | AF3-3997 MAR 23              | 2U-7025        | \$0.66             |
| 267289            | 04/28/2023 | DESIGNLAB INC                     | UNIFORMS                     | 262738         | \$6,303.43         |
| 267290            | 04/28/2023 | DRMP INC                          | ELGIN BLVD FROM DELTONA B    | 171717         | \$13,252.26        |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8506 7793               | 85067793G3     | \$293.35           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8506 8835               | 85068835G3     | \$194.63           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 2353               | 85112353G3     | \$44.85            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 2519               | 85112519G3     | \$713.73           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 2973               | 85112973G3     | \$231.12           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 3908               | 85113908G3     | \$1,004.50         |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 4066               | 85114066G3     | \$115.84           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8511 4511               | 85114511G3     | \$849.00           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8531 7156               | 85317156G3     | \$39.40            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8552 0884               | 85520884G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8601 4637               | 86014637G3     | \$23.26            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 8079               | 86628079G3     | \$70.95            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 8285               | 86628285G3     | \$39.74            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 8805               | 86628805G3     | \$35.78            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 9004               | 86629004G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 9187               | 86629187G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8662 9385               | 86629385G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8194 7336               | 81947336G3     | \$2,007.46         |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8194 7542               | 81947542G3     | \$586.06           |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8502 2683               | 85022683G3     | \$55.92            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8506 7462               | 85067462G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8506 8075               | 85068075G3     | \$1,008.80         |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8506 8687               | 85068687G3     | \$1,118.89         |
| 267294            | 04/28/2023 | DUKE ENERGY                       | 9100 8507 0417               | 85070417G3     | \$30.79            |

## **Board of County Commissioners Checks Issued**

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| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 1104          | 85111104G3     | \$273.53           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 1419          | 85111419G3     | \$62.36            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 1758          | 85111758G3     | \$378.28           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 2808          | 85112808G3     | \$314.30           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 3304          | 85113304G3     | \$295.60           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8531 7536          | 85317536G3     | \$228.62           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8551 9386          | 85519386G3     | \$312.94           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8551 9873          | 85519873G3     | \$107.11           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8601 4819          | 86014819G3     | \$50.47            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 7698          | 86627698G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 7896          | 86627896G3     | \$157.82           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 9731          | 86629731G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8898 6860          | 88986860G3     | \$24.95            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8920 5486          | 89205486G3     | \$2,333.39         |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8502 2865          | 85022865G3     | \$46.83            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 8364          | 85068364G3     | \$828.31           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 8942          | 85068942G3     | \$116.50           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8507 0566          | 85070566G3     | \$221.55           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 3776          | 85113776G3     | \$313.74           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 4363          | 85114363G3     | \$65.00            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8551 9708          | 85519708G3     | \$390.75           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8556 5499          | 85565499G3     | \$1,332.00         |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 7333          | 86627333G3     | \$43.20            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 8441          | 86628441G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 9575          | 86629575G3     | \$95.32            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8662 9921          | 86629921G3     | \$572.39           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8663 0122          | 86630122G3     | \$1,193.75         |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8663 0693          | 86630693G3     | \$30.75            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8815 7407          | 88157407G3     | \$186.48           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 7008          | 85067008G3     | \$564.79           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 7321          | 85067321G3     | \$6,861.36         |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 7628          | 85067628F3     | \$187.74           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 7628          | 85067628G3     | \$199.93           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8506 8520          | 85068520G3     | \$101.16           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8507 0798          | 85070798G3     | \$2,960.27         |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 2064          | 85112064G3     | \$418.82           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8511 3130          | 85113130G3     | \$583.94           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8531 7718          | 85317718G3     | \$105.94           |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8552 0248          | 85520248G3     | \$32.58            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8552 0397          | 85520397G3     | \$49.97            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8552 0553          | 85520553G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY | 9100 8552 0701          | 85520701G3     | \$90.01            |



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| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8552 1059             | 85521059G3     | \$131.55           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8552 1249             | 85521249G3     | \$30.79            |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8552 1421             | 85521421G3     | \$636.79           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8601 4968             | 86014968G3     | \$75.91            |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8605 5503             | 86055503G3     | \$121.64           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8662 7515             | 86627515G3     | \$64.16            |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8662 8623             | 86628623G3     | \$430.31           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8663 0312             | 86630312G3     | \$55.92            |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8663 0502             | 86630502G3     | \$700.02           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8819 2038             | 88192038G3     | \$1,196.24         |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 8889 3741             | 88893741G3     | \$767.63           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9100 9090 2821             | 90902821G3     | \$712.73           |
| 267294            | 04/28/2023 | DUKE ENERGY                         | 9101 2824 9761             | 28249761G3     | \$21.21            |
| 267295            | 04/28/2023 | EVANS PLUMBING INC                  | PUMP AND SCRUB FLEET DIES  | PC-2023-245    | \$8,825.71         |
| 267296            | 04/28/2023 | FIRST COAST SERVICE OPTIONS INC     | 8/14/20 RW                 | 20-57007       | \$421.04           |
| 267297            | 04/28/2023 | FLORIDA ASSOCIATION OF DRUG         | 9/2022-8/2023 MBRSHPS      | 4-4-23         | \$150.00           |
| 267298            | 04/28/2023 | FLORIDA CLINICAL PRACTICE ASSOC INC | 2/23 FORENSIC EVALS        | 33023-02       | \$2,700.00         |
| 267299            | 04/28/2023 | FRIENDS OF THE LIBRARY OF HERNANDO  | DED:122 LIBRARY            | PAY359P        | \$8.00             |
| 267300            | 04/28/2023 | GAMCO PROPERTIES III INC            | MOWING, SPRING HILL RESID  | 2554           | \$6,200.00         |
| 267301            | 04/28/2023 | HERNANDO COUNTY HOUSING AUTHORITY   | HHS RENT 1-3/23            | 18065          | \$5,970.26         |
| 267302            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | CONNECTION FEES            | 3-22-23        | \$24,315.00        |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | C101038-01                 | C10103801G3    | \$58.14            |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WC00008-00                 | WC0000800G3    | \$648.06           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WC00027-00                 | WC0002700G3    | \$491.76           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WV00048-00                 | WV0004800G3    | \$33.59            |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | C101014-02                 | C10101402G3    | \$34.81            |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | C101648-00                 | C10164800G3    | \$9.34             |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WC00017-00                 | WC0001700G3    | \$314.88           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WC00055-00                 | WC0005500G3    | \$459.38           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | XX00609-00                 | XX0060900G3    | \$780.71           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | WC00053-00                 | WC0005300G3    | \$109.53           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | C811994-00                 | C81199400G3    | \$317.83           |
| 267303            | 04/28/2023 | HERNANDO COUNTY UTILITIES DEPT      | RM01171-01                 | RM0117101F3    | \$24.43            |
| 267304            | 04/28/2023 | HILLSBOROUGH TRANSIT AUTHORITY      | INIT (FLAMINGO) FY22       | MS000002175    | \$7,618.41         |
| 267305            | 04/28/2023 | HUMANA HEALTH CARE PLANS            | 9/11/20 TS                 | 20-64595       | \$235.25           |
| 267305            | 04/28/2023 | HUMANA HEALTH CARE PLANS            | 10/21/19 TS                | 19-74994       | \$219.89           |
| 267305            | 04/28/2023 | HUMANA HEALTH CARE PLANS            | 8/24/20 TS                 | 20-59248       | \$286.31           |
| 267306            | 04/28/2023 | ITI MARKETING INC                   | ADVANCED SEM CAMPAIGN (6-  | 52090-A        | \$39,000.00        |
| 267306            | 04/28/2023 | ITI MARKETING INC                   | WORDPRESS WEBSITE HOSTING  | 52090-A        | \$19,333.33        |
| 267306            | 04/28/2023 | ITI MARKETING INC                   | ADVANCED SEO: \$3,333.33 D | 52090-A        | \$3,333.33         |
| 267306            | 04/28/2023 | ITI MARKETING INC                   | ADVANCED SEO: 50% (\$10,00 | 52090-A        | \$10,000.00        |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|---------------------------|----------------|--------------------|
| 267307            | 04/28/2023 | JOHN FREMER                        | AIRPORT 4/15/23           | 76150          | \$120.00           |
| 267308            | 04/28/2023 | JONES EDMUNDS & ASSOCIATES INC     | RFQ FOR THE GLEN WRF ENGI | 251413         | \$210,993.98       |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | WASH/CLEANING OF BUNKER G | 1922           | \$561.00           |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | BUNKER GEAR REPRS         | 1923           | \$660.16           |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | BUNKER GEAR REPRS         | 1929           | \$265.98           |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | WASH/CLEANING OF BUNKER G | 1928           | \$484.00           |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | INSPECTION-CERTIFICATION  | 1922           | \$510.00           |
| 267309            | 04/28/2023 | KGM ENTERPRISES OF PINELLAS INC    | INSPECTION-CERTIFICATION  | 1928           | \$440.00           |
| 267310            | 04/28/2023 | LAURA ROBERTS                      | ADOPTION REFUND           | 64630234       | \$10.00            |
| 267311            | 04/28/2023 | LSC ENVIRONMENTAL PRODUCTS LLC     | PORTLAND CEMENT           | INV0001166     | \$5,629.56         |
| 267312            | 04/28/2023 | MARION COUNTY BOCC                 | 3RD QTR MED EXAMINER      | APR-JUN23      | \$129,816.18       |
| 267313            | 04/28/2023 | MCES LLC                           | EQUIP MAINTENANCE - GENER | 1812           | \$926.95           |
| 267314            | 04/28/2023 | MCKIM & CREED INC                  | PLAT REVIEW, ADDITIONAL P | 198054         | \$420.00           |
| 267314            | 04/28/2023 | MCKIM & CREED INC                  | PLAT REVIEW, FIRST PAGE-S | 198054         | \$840.00           |
| 267314            | 04/28/2023 | MCKIM & CREED INC                  | PROF SVC THRU 4/1/23      | 198121         | \$13,667.10        |
| 267315            | 04/28/2023 | MEGASCAPES LANDSCAPE & MAINTENANCE | SUPPLY, DELIVERY & PLACEM | 40528          | \$7,362.72         |
| 267316            | 04/28/2023 | MIDWEST TAPE LLC                   | PUBLICATIONS & AUDIOVISUA | 503541810      | \$66.23            |
| 267316            | 04/28/2023 | MIDWEST TAPE LLC                   | E-AUDIOBOOKS, MOVIES & MU | 503585438      | \$2,572.97         |
| 267317            | 04/28/2023 | MUNICIPAL EMERGENCY SERVICES INC   | PRO-WARRINGTON LEATHER ST | IN1857675      | \$1,020.00         |
| 267318            | 04/28/2023 | NATURE COAST IRRIGATION            | 4/23 IRRIGATION INSP      | 11856          | \$95.00            |
| 267318            | 04/28/2023 | NATURE COAST IRRIGATION            | 4/23 IRRIGATION INSP      | 11861          | \$95.00            |
| 267319            | 04/28/2023 | ODP BUSINESS SOLUTIONS LLC         | 28978503 BATT/DVD         | 302708946001   | \$48.30            |
| 267319            | 04/28/2023 | ODP BUSINESS SOLUTIONS LLC         | 28978503 DVD              | 302717494001   | \$60.60            |
| 267320            | 04/28/2023 | ODYSSEY MANUFACTURING CO           | CHLORINE LIQUID, CONTRACT | 14366          | \$1,147.50         |
| 267320            | 04/28/2023 | ODYSSEY MANUFACTURING CO           | CHLORINE LIQUID, CONTRACT | 14364          | \$2,146.25         |
| 267320            | 04/28/2023 | ODYSSEY MANUFACTURING CO           | CHLORINE LIQUID, CONTRACT | 14365          | \$1,020.00         |
| 267321            | 04/28/2023 | PALMDALE OIL COMPANY INC           | FLEET SITE, DIESEL/UNLEAD | 1958806        | \$3,224.19         |
| 267321            | 04/28/2023 | PALMDALE OIL COMPANY INC           | FUEL, DIESEL CONTRACT PO  | 1958764        | \$11,844.18        |
| 267321            | 04/28/2023 | PALMDALE OIL COMPANY INC           | FLEET SITE, DIESEL/UNLEAD | 1957215        | \$8,233.52         |
| 267321            | 04/28/2023 | PALMDALE OIL COMPANY INC           | WISCON, DIESEL/UNLEADED F | 1958007        | \$14,099.43        |
| 267321            | 04/28/2023 | PALMDALE OIL COMPANY INC           | WISCON, DIESEL/UNLEADED F | 1958761        | \$3,412.10         |
| 267322            | 04/28/2023 | PARKWAY TITLE LLC                  | 23-009 FY21/22 PEREZ      | PEREZ K        | \$20,000.00        |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | 8% FUEL CHARGE            | 35052          | \$241.08           |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | RIP RAP ROCK 6" - 12"     | 34958          | \$6,090.24         |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | 8% FUEL CHARGE            | 34958          | \$487.22           |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | 8% FUEL CHARGE            | 35027          | \$171.93           |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | RIP RAP 6" -12" DPW WILL  | 35027          | \$2,149.12         |
| 267323            | 04/28/2023 | PASCO EXCAVATION LLC               | RIP RAP 6" -12" DPW WILL  | 35052          | \$3,013.44         |
| 267324            | 04/28/2023 | PAYMENT RESOLUTION SERVICES        | 8/17/22 WG                | 22-74327       | \$524.60           |
| 267324            | 04/28/2023 | PAYMENT RESOLUTION SERVICES        | 11/8/22 VM                | 22-101023      | \$76.33            |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                         | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|-------------------------------------|---------------------------|----------------|--------------------|
| 267324            | 04/28/2023 | PAYMENT RESOLUTION SERVICES         | 7/7/22 WG                 | 22-60998       | \$522.19           |
| 267325            | 04/28/2023 | POLYDYNE INC                        | POLYMER, FOR GRAVITY BELT | 1726790        | \$22,567.14        |
| 267325            | 04/28/2023 | POLYDYNE INC                        | POLYMER, FOR GRAVITY BELT | 1729215        | \$30,089.52        |
| 267326            | 04/28/2023 | PROQUEST LLC                        | NEWSPAPERS.COM ANNUAL SUB | 70783861       | \$7,897.50         |
| 267327            | 04/28/2023 | QUADMED INC                         | MEDICAL SUPPLIES          | 234455         | \$171.20           |
| 267328            | 04/28/2023 | RACE TO SAFETY TRAINING LLC         | TEMPORARY TRAFFIC CONTROL | 23059          | \$2,610.00         |
| 267329            | 04/28/2023 | RALPH KENNEDY'S TREE SERVICE, INC.  | REF ESCROW ACCT 626       | 1168           | \$100.00           |
| 267330            | 04/28/2023 | RECTRAC LLC                         | RECTRAC-RECREATION- TRAIN | VS007086       | \$250.00           |
| 267331            | 04/28/2023 | THE RIGHT EQUIP CO OF TAMPA BAY LLC | OVERAGES FOR PLOTTER      | AR26745        | \$54.09            |
| 267331            | 04/28/2023 | THE RIGHT EQUIP CO OF TAMPA BAY LLC | 4/23 COPIER LEASE         | AR26745        | \$210.00           |
| 267332            | 04/28/2023 | RIGHT WAY ELEVATOR MAINTENANCE INC  | 3/23 ELEVATOR MAINT       | 36201          | \$145.00           |
| 267332            | 04/28/2023 | RIGHT WAY ELEVATOR MAINTENANCE INC  | 2/23 ELEVATOR MAINT       | 35930          | \$145.00           |
| 267333            | 04/28/2023 | ROLFE AND LOBELLO PA                | DED: ROLFE & LOBELLO      | PAY359P        | \$1,028.78         |
| 267334            | 04/28/2023 | SHERWIN-WILLIAMS                    | PAINT,SUPPLIES, PARTS AND | 8046-9         | \$145.17           |
| 267335            | 04/28/2023 | STATE ATTORNEYS OFFICE              | RMB IT TRAINING           | 4-17-23        | \$150.50           |
| 267336            | 04/28/2023 | SUMMIT FIRE & SECURITY LLC          | INSPECTION TESTING & CERT | 610831         | \$100.00           |
| 267337            | 04/28/2023 | SUNSHINE STATE HEALTH PLAN          | 8/13/22 WC                | 22-73458       | \$104.40           |
| 267337            | 04/28/2023 | SUNSHINE STATE HEALTH PLAN          | 1/20/23 EH                | 23-7176        | \$98.36            |
| 267337            | 04/28/2023 | SUNSHINE STATE HEALTH PLAN          | 10/9/22 BD                | 22-91233       | \$96.09            |
| 267337            | 04/28/2023 | SUNSHINE STATE HEALTH PLAN          | 1/20/23 MD                | 23-7865        | \$118.46           |
| 267337            | 04/28/2023 | SUNSHINE STATE HEALTH PLAN          | 10/11/22 PY               | 22-92218       | \$91.68            |
| 267338            | 04/28/2023 | SUPERIOR ASPHALT INC                | ASPHALT CONCRETE TYPE SP- | 232003-04      | \$1,116.84         |
| 267339            | 04/28/2023 | REGIT EINS GMBH                     | CORP SUB 4/23-4/2024      | R02174856      | \$244.85           |
| 267340            | 04/28/2023 | TECO PEOPLES GAS                    | 211010935776              | 4-18-23        | \$155.20           |
| 267341            | 04/28/2023 | THE LYONS LAW GROUP PA              | 23-010 FY20/21SEMIDEI     | SEMIDEI J      | \$20,000.00        |
| 267342            | 04/28/2023 | TRUCKS & PARTS OF TAMPA LLC         | FOR UNIT 20045 CHANGING T | INV-07869      | \$9,363.60         |
| 267343            | 04/28/2023 | UNITED WAY OF HERNANDO COUNTY       | DED:130 UNITED WAY        | PAY359P        | \$7.00             |
| 267344            | 04/28/2023 | VOLTS ELECTRIC LLC                  | PERMIT REFUND             | 1459845        | \$112.60           |
| 267345            | 04/28/2023 | WANNEMACHER JENSEN ARCHITECTS INC   | ARCHITECTURAL AND DESIGN  | 2313-01        | \$1,915.80         |
| 267346            | 04/28/2023 | WEST FLORIDA AGGREGATES LLC         | SUPP FDOT LIMEROCK        | 19378          | \$9,545.58         |
| 267346            | 04/28/2023 | WEST FLORIDA AGGREGATES LLC         | SUPP FDOT LIMEROCK        | 19629          | \$8,175.75         |
| 267346            | 04/28/2023 | WEST FLORIDA AGGREGATES LLC         | SUPP FDOT LIMEROCK        | 19626          | \$5,234.13         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693893                   | 4102023P1      | \$2,238.30         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693894                   | 4102023P1      | \$267.65           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693896                   | 4102023P1      | \$236.70           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693905                   | 4102023P1      | \$275.97           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693907                   | 4102023P1      | \$105.46           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1693919                   | 4102023P1      | \$165.69           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1832322                   | 1832322G3      | \$69.55            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP  | 1832666                   | 1832666G3      | \$40.26            |



## **Board of County Commissioners Checks Issued**

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|-------------------|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832808                 | 1832808G3      | \$61.48            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832818                 | 1832818G3      | \$606.38           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832877                 | 1832877G3      | \$471.34           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832879                 | 1832879G3      | \$66.37            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832882                 | 1832882G3      | \$2,163.63         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949884                 | 1949884G3      | \$109.88           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949893                 | 1949893G3      | \$97.56            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949904                 | 1949904G3      | \$72.92            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949956                 | 1949956G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949966                 | 1949966G3      | \$46.72            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949967                 | 1949967G3      | \$55.98            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949986                 | 1949986G3      | \$47.95            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098289                 | 2098289G3      | \$98.95            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098293                 | 2098293G3      | \$285.02           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098294                 | 2098294G3      | \$90.92            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2143953                 | 2143953G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693901                 | 4102023P1      | \$71.37            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693903                 | 4102023P1      | \$720.40           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693910                 | 4102023P1      | \$247.15           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693911                 | 4102023P1      | \$81.46            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693912                 | 4102023P1      | \$71.37            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693913                 | 4102023P1      | \$368.42           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693914                 | 4102023P1      | \$662.31           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693916                 | 4102023P1      | \$372.89           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693918                 | 4102023P1      | \$34.92            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832684                 | 1832684G3      | \$96.07            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832705                 | 1832705G3      | \$200.01           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832721                 | 1832721G3      | \$47.41            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832788                 | 1832788G3      | \$40.51            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832810                 | 1832810G3      | \$76.68            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832817                 | 1832817G3      | \$522.70           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832832                 | 1832832G3      | \$83.39            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832852                 | 1832852G3      | \$426.35           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949883                 | 1949883G3      | \$83.85            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949890                 | 1949890G3      | \$155.92           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949913                 | 1949913G3      | \$218.37           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949918                 | 1949918G3      | \$43.75            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949954                 | 1949954G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949963                 | 1949963G3      | \$42.79            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949969                 | 1949969G3      | \$53.45            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949979                 | 1949979G3      | \$104.63           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098284                 | 2098284G3      | \$159.40           |

## **Board of County Commissioners Checks Issued**

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|-------------------|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098286                 | 2098286G3      | \$245.79           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098299                 | 2098299G3      | \$98.26            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2228645                 | 2228645G3      | \$42.26            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693895                 | 4102023P1      | \$891.09           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693917                 | 4102023P1      | \$142.28           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832299                 | 1832299G3      | \$134.85           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832361                 | 1832361G3      | \$94.78            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832749                 | 1832749G3      | \$40.51            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832787                 | 1832787G3      | \$40.69            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832789                 | 1832789G3      | \$81.57            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832813                 | 1832813G3      | \$113.54           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832815                 | 1832815G3      | \$573.02           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832816                 | 1832816G3      | \$564.02           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832820                 | 1832820G3      | \$52.39            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832825                 | 1832825G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832831                 | 1832831G3      | \$277.57           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832851                 | 1832851G3      | \$429.33           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832857                 | 1832857G3      | \$308.97           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832871                 | 1832871G3      | \$358.57           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949885                 | 1949885G3      | \$45.93            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949903                 | 1949903G3      | \$1,504.35         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949905                 | 1949905G3      | \$203.34           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949906                 | 1949906G3      | \$127.52           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949909                 | 1949909G3      | \$78.25            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949919                 | 1949919G3      | \$43.66            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949935                 | 1949935G3      | \$48.38            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949955                 | 1949955G3      | \$162.46           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949957                 | 1949957G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2067575                 | 2067575G3      | \$109.26           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098297                 | 2098297G3      | \$47.95            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098300                 | 2098300G3      | \$119.04           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098302                 | 2098302G3      | \$127.11           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2099058                 | 2099058G3      | \$759.00           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2101268                 | 2101268G3      | \$50.04            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2192441                 | 2192441G3      | \$327.03           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1307111                 | 1307111G3      | \$488.99           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693897                 | 4102023P1      | \$338.47           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693898                 | 4102023P1      | \$255.47           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693899                 | 4102023P1      | \$1,252.20         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693900                 | 4102023P1      | \$1,646.96         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693902                 | 4102023P1      | \$52.73            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693904                 | 4102023P1      | \$116.37           |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description      | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|------------------------------|----------------|--------------------|
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693906                      | 4102023P1      | \$2,162.92         |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693908                      | 4102023P1      | \$96.92            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693909                      | 4102023P1      | \$275.83           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693915                      | 4102023P1      | \$381.75           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1693920                      | 4102023P1      | \$347.48           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832503                      | 1832503G3      | \$80.09            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832673                      | 1832673G3      | \$168.65           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832732                      | 1832732G3      | \$53.27            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832757                      | 1832757G3      | \$50.30            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832803                      | 1832803G3      | \$71.88            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832819                      | 1832819G3      | \$327.47           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832833                      | 1832833G3      | \$87.60            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832835                      | 1832835G3      | \$82.96            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832855                      | 1832855G3      | \$40.16            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832856                      | 1832856G3      | \$191.93           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832867                      | 1832867G3      | \$424.52           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949896                      | 1949896G3      | \$42.00            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949908                      | 1949908G3      | \$191.91           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949941                      | 1949941G3      | \$41.65            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949977                      | 1949977G3      | \$109.34           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2098291                      | 2098291G3      | \$110.92           |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2109372                      | 2109372G3      | \$50.39            |
| 267351            | 04/28/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2217079                      | 2217079G3      | \$346.08           |
| 267352            | 04/28/2023 | WORTH INTERNATIONAL COMM CORP      | 2023 UNDISCOVERED<br>FLORIDA | UN31770        | \$7,200.00         |
| V522028           | 04/28/2023 | AB5 ENTERPRISES                    | MOWING, SPRING HILL RESID    | 100015         | \$6,000.00         |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WASTEWATER LABORATORY<br>TES | 725625         | \$53.00            |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 725901         | \$288.00           |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727759         | \$9.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727820         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727827         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727823         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727824         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727828         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727831         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727826         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727830         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 725925         | \$198.00           |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727819         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727821         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727822         | \$8.00             |
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING     | 727825         | \$8.00             |



## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                       | Transaction Description    | Invoice Number | Transaction Amount |
|-------------------|------------|-----------------------------------|----------------------------|----------------|--------------------|
| V522029           | 04/28/2023 | ADVANCED ENVIRONMENTAL LABS INC   | WATER LABORATORY TESTING   | 727829         | \$8.00             |
| V522030           | 04/28/2023 | AIRGAS INC                        | REFILL OF OXYGEN CYCLINDE  | 9137019298     | \$126.96           |
| V522030           | 04/28/2023 | AIRGAS INC                        | REFILL OF OXYGEN CYCLINDE  | 9137019299     | \$74.06            |
| V522030           | 04/28/2023 | AIRGAS INC                        | REFILL OF OXYGEN CYCLINDE  | 9137171583     | \$188.95           |
| V522030           | 04/28/2023 | AIRGAS INC                        | DELIVERY/HAZMAT FEE OF OX  | 9137171583     | \$40.00            |
| V522030           | 04/28/2023 | AIRGAS INC                        | DELIVERY/HAZMAT FEE OF OX  | 9137019298     | \$40.00            |
| V522030           | 04/28/2023 | AIRGAS INC                        | DELIVERY/HAZMAT FEE OF OX  | 9137019299     | \$40.00            |
| V522031           | 04/28/2023 | BAKER & TAYLOR INC                | LIBRARY MATERIALS          | 2037433560     | \$99.71            |
| V522032           | 04/28/2023 | BAYCARE BEHAVIORAL HEALTH INC     | MNTL HLTH SVCS APR23       | APR23          | \$43,750.00        |
| V522033           | 04/28/2023 | BENRO ENTERPRISES INC             | PROG PUMP@GLEN WRF         | RC-8406        | \$810.00           |
| V522034           | 04/28/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA | FEB23 GROUP 78158          | 1000066570     | \$937,995.53       |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84924900       | \$68.86            |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES           | 84926395       | \$56.78            |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84917497       | \$4,044.75         |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84920500       | \$85.96            |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84917496       | \$100.50           |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84923489       | \$68.86            |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84926393       | \$69.20            |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES           | 84916167       | \$320.45           |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84903213       | \$4,868.13         |
| V522035           | 04/28/2023 | BOUND TREE MEDICAL LLC            | MEDICAL SUPPLIES, CONTRAC  | 84923490       | \$580.23           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6584548       | \$782.18           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6577607       | \$770.10           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6577834       | \$254.91           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6579104       | \$494.63           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6579713       | \$793.05           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6580689       | \$860.32           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6581290       | \$589.05           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6585819       | \$1,830.03         |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6586553       | \$950.27           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6574436       | \$656.90           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6577044       | \$635.31           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6581209       | \$280.32           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6585081       | \$410.12           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6577850       | \$1,529.94         |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6578324       | \$983.53           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6579830       | \$678.47           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6585640       | \$371.02           |
| V522036           | 04/28/2023 | BRODART CO                        | LIBRARY BOOKS, NON-PRINT L | B6585766       | \$137.69           |
| V522037           | 04/28/2023 | BROWN AND BROWN OF FLORIDA INC    | ADD TANK 0003776482        | 11907935       | \$256.02           |
| V522038           | 04/28/2023 | CAREATC INC                       | COVID19 TESTING 2/23       | INV-54358      | \$636.51           |
| V522038           | 04/28/2023 | CAREATC INC                       | PER HLTH ASSESS 2/23       | INV-54284      | \$2,340.00         |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                       | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|-----------------------------------|---------------------------|----------------|--------------------|
| V522038           | 04/28/2023 | CAREATC INC                       | REIMB EXP 2/23            | INV-54453      | \$69,727.71        |
| V522039           | 04/28/2023 | CATHEDRAL CORPORATION             | UTILITY BILLING PRINTS, M | 316870         | \$111.60           |
| V522039           | 04/28/2023 | CATHEDRAL CORPORATION             | UTILITY BILLING PRINTS, M | 319508         | \$1,300.84         |
| V522039           | 04/28/2023 | CATHEDRAL CORPORATION             | RTN UNUSED INSERTS        | 318816         | \$42.43            |
| V522039           | 04/28/2023 | CATHEDRAL CORPORATION             | 2021 WTR QUAL RPT         | 318758         | \$28.60            |
| V522040           | 04/28/2023 | CENTRAL TESTING LABORATORY INC    | GEOTECHNICAL & MATERIAL T | 1028493        | \$646.50           |
| V522040           | 04/28/2023 | CENTRAL TESTING LABORATORY INC    | ELGIN BLVD FROM DELTONA B | 1028492        | \$565.50           |
| V522040           | 04/28/2023 | CENTRAL TESTING LABORATORY INC    | MATERIALS TESTING         | 1028499        | \$779.25           |
| V522041           | 04/28/2023 | CORRECTCARE INTEGRATED HEALTH INC | MAR 23 PROCESSING FEE     | HERNANDO58     | \$264.00           |
| V522041           | 04/28/2023 | CORRECTCARE INTEGRATED HEALTH INC | WELFARE SVCS MAR 23       | HER M&B-41     | \$900.00           |
| V522042           | 04/28/2023 | CORRECTCARE INTEGRATED HEALTH LLC | INMATE MED BILLING        | HHS23          | \$362.48           |
| V522042           | 04/28/2023 | CORRECTCARE INTEGRATED HEALTH LLC | INMATE MED BILLING        | OMB34          | \$476.86           |
| V522043           | 04/28/2023 | DATA FLOW SYSTEMS INC             | CONTROL & RADIO SYST      | 95475          | \$877.00           |
| V522043           | 04/28/2023 | DATA FLOW SYSTEMS INC             | CONTROL & RADIO SYST      | 95474          | \$877.00           |
| V522043           | 04/28/2023 | DATA FLOW SYSTEMS INC             | CONTROL & RADIO SYST      | 95477          | \$877.00           |
| V522044           | 04/28/2023 | FERGUSON ENTERPRISES LLC          | NSIGHT ANNUAL MAINTENANCE | 2024292        | \$4,061.54         |
| V522045           | 04/28/2023 | GMR FENCE LAND SERVICES           | PART (1) MOWING SPRING HI | 1030           | \$16,860.00        |
| V522046           | 04/28/2023 | GOODWIN BROS CONSTRUCTION INC     | 22-C00080 RETAINAGE       | PAYREQ#2       | (\$1,070.45)       |
| V522046           | 04/28/2023 | GOODWIN BROS CONSTRUCTION INC     | 19-C00102 FRONTAGE RD     | PAYREQ#14      | \$38,239.39        |
| V522046           | 04/28/2023 | GOODWIN BROS CONSTRUCTION INC     | 22-C00080 HH LR RESUR     | PAYREQ#2       | \$21,409.12        |
| V522046           | 04/28/2023 | GOODWIN BROS CONSTRUCTION INC     | 19-C00102 RETAINAGE       | PAYREQ#14      | (\$1,911.97)       |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6415455        | \$180.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433567        | \$765.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6427635        | \$450.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6427637        | \$720.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433565        | \$360.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438618        | \$630.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438619        | \$270.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438625        | \$135.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6427636        | \$360.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433564        | \$630.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438620        | \$900.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438621        | \$900.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438622        | \$720.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438623        | \$315.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6438624        | \$315.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6427638        | \$630.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6427639        | \$540.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433319        | \$1,620.00         |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433566        | \$720.00           |
| V522047           | 04/28/2023 | HAWKINS INC                       | CHLORINE                  | 6433568        | \$360.00           |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                       | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|-----------------------------------|---------------------------|----------------|--------------------|
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:303 WKRCMP5509        | PAY359P        | \$7,137.67         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:304 WKRCMP6836        | PAY359P        | \$244.88           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:306 WKRCMP7403        | PAY359P        | \$293.40           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:311 WKRCMP7704        | PAY359P        | \$48,020.46        |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:319 WKRCMP9102        | PAY359P        | \$1,582.08         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:323 WKRCMP9403        | PAY359P        | \$2,444.35         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:325 WKRCMP7610        | PAY359P        | \$8.63             |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:302 WKRCMP7380        | PAY359P        | \$76.26            |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:313 WKRCMP8380        | PAY359P        | \$558.89           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:320 WKRCMP9402        | PAY359P        | \$436.17           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:315 WKRCMP8810        | PAY359P        | \$28.80            |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:316 WKRCMP8810        | PAY359P        | \$671.11           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:319 WKRCMP9102        | PAY358V        | (\$11.25)          |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:321 WKRCMP9410        | PAY359P        | \$2,201.69         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:326 WKRCMP6325        | PAY359P        | \$1,219.46         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:308 WKRCMP7520        | PAY359P        | \$2,594.01         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:309 WKRCMP7580        | PAY359P        | \$1,772.76         |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:314 WKRCMP8601        | PAY359P        | \$203.22           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:317 WKRCMP8831        | PAY359P        | \$250.81           |
| V522048           | 04/28/2023 | HC WORKERS COMPENSATION FUND      | DED:318 WKRCMP9015        | PAY359P        | \$1,640.62         |
| V522049           | 04/28/2023 | HDR ENGINEERING INC               | PROF SVC 1/01-4/01/23     | 1200514902     | \$32,825.00        |
| V522050           | 04/28/2023 | HEALTH EQUITY INC                 | GROUP 53548               | 695W2OF        | \$2,239.35         |
| V522051           | 04/28/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36374015       | \$45.41            |
| V522051           | 04/28/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36374027       | \$81.60            |
| V522051           | 04/28/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36374019       | \$45.41            |
| V522051           | 04/28/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36449365       | \$12.50            |
| V522052           | 04/28/2023 | HERNANDO COUNTY CLERK OF CIRCUIT  | MAR 23 POSTAGE            | MAR23POST      | \$8,812.97         |
| V522053           | 04/28/2023 | HERNANDO COUNTY HEALTH DEPARTMENT | RBS PRGM APR 23           | APR23          | \$4,060.00         |
| V522053           | 04/28/2023 | HERNANDO COUNTY HEALTH DEPARTMENT | CNTRD SVCS APR 23         | APR23          | \$64,523.33        |
| V522054           | 04/28/2023 | HERNANDO COUNTY PROFESSIONAL      | DED:175 UNION DUES        | PAY359P        | \$6,462.50         |
| V522054           | 04/28/2023 | HERNANDO COUNTY PROFESSIONAL      | DED:180 CHARITY           | PAY359P        | \$8.00             |
| V522054           | 04/28/2023 | HERNANDO COUNTY PROFESSIONAL      | DED:172 FF INS            | PAY359P        | \$355.12           |
| V522055           | 04/28/2023 | HERNANDO COUNTY SHERIFF           | MAY23-JAIL OPERATIONS     | MAY 23         | \$201,877.42       |
| V522055           | 04/28/2023 | HERNANDO COUNTY SHERIFF           | MAY23-JAIL DETENTION      | MAY 23         | \$1,461,170.25     |
| V522055           | 04/28/2023 | HERNANDO COUNTY SHERIFF           | MAY23-LAW ENFORCEMENT     | MAY 23         | \$4,224,030.58     |
| V522056           | 04/28/2023 | HERNANDO COUNTY SUPERVISOR OF     | MAY 23 ALLOCATION         | MAY 23         | \$148,398.75       |
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC  | 360 WE 2/12/23            | 13-29664-1     | \$1,367.01         |
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC  | 390 WE 2/12/23            | 13-29662       | \$905.58           |
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC  | 323 WE 4/2/23             | 13-29964       | \$842.40           |
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC  | 360 WE 2/19/23            | 13-29708       | \$857.18           |
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC  | 323 WE 4/9/23             | 13-30003       | \$747.63           |



## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount     |
|-------------------|------------|------------------------------------|---------------------------|----------------|------------------------|
| V522057           | 04/28/2023 | INTEGRITY RESOURCES STAFFING INC   | 360 WE 2/12/23            | 13-29708A      | \$168.08               |
| V522058           | 04/28/2023 | LETS GROW HERNANDO FOUNDATION INC  | INNOVATION COLLECTIVE     | 2023002        | \$42,031.50            |
| V522059           | 04/28/2023 | LIFE INS COMPANY OF THE SOUTHWEST  | DED:127 LSW - PRE         | PAY359P        | \$733.50               |
| V522059           | 04/28/2023 | LIFE INS COMPANY OF THE SOUTHWEST  | DED:128 LSW-POST          | PAY359P        | \$350.00               |
| V522060           | 04/28/2023 | LOCKLEAR & ASSOCIATES PROF CORP    | PAVING/RESURFACING, ROAD; | 409-23-1       | \$15,490.00            |
| V522061           | 04/28/2023 | MANHATTAN CONSTRUCTION COMPANY     | 21-CTS001 RETAINAGE       | PAYREQ#5R3     | (\$68,878.78)          |
| V522061           | 04/28/2023 | MANHATTAN CONSTRUCTION COMPANY     | 21-CTS001 JUDCL RENO      | PAYREQ#5R3     | \$1,377,575.52         |
| V522062           | 04/28/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRE, REPAIR AND REPLACE  | 10044069       | \$3,510.88             |
| V522062           | 04/28/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRE, REPAIR AND REPLACE  | 10044122       | \$1,716.98             |
| V522063           | 04/28/2023 | PACE ANALYTICAL SERVICES LLC       | TESTING, LAB TESTING SERV | 2335542473     | \$123.00               |
| V522063           | 04/28/2023 | PACE ANALYTICAL SERVICES LLC       | TESTING, LAB TESTING SERV | 2335537719     | \$123.00               |
| V522064           | 04/28/2023 | PAFF LANDSCAPE INC                 | MOWING ROYAL HIGHLANDS A  | CM-23804       | \$21,250.00            |
| V522065           | 04/28/2023 | RAFTELIS FINANCIAL CONSULTANTS INC | PROF SVC 3/23             | 27884          | \$12,002.34            |
| V522066           | 04/28/2023 | REPUBLIC SERVICES OF FLORIDA LP    | 307629762999 3299072      | 762003299072   | \$655,626.96           |
| V522067           | 04/28/2023 | ROBERT WHITMORE FUND               | DED:120 WHITMORE          | PAY359P        | \$89.62                |
| V522068           | 04/28/2023 | SHI INTERNATIONAL CORP             | 1014784 SO S57610053      | B16723124      | \$267.22               |
| V522069           | 04/28/2023 | STATE ALARM INC                    | 3/23 MONITORING           | 233539         | \$33.00                |
| V522069           | 04/28/2023 | STATE ALARM INC                    | 3/23 MONITORING           | 233541         | \$251.50               |
| V522070           | 04/28/2023 | TEAMSTERS LOCAL 79                 | DED:176 TEAMSTERS         | PAY359P        | \$4,126.50             |
| V522071           | 04/28/2023 | TECHNICAL SALES CORP               | PUMPS, ACCESSORIES,SEWER  | 44828          | \$2,628.00             |
| V522071           | 04/28/2023 | TECHNICAL SALES CORP               | PUMPS, NEW SUBMERSIBLE SE | 44895          | \$13,160.00            |
| V522071           | 04/28/2023 | TECHNICAL SALES CORP               | PUMPS, ACCESSORIES,SEWER  | 44827          | \$3,113.60             |
| V522071           | 04/28/2023 | TECHNICAL SALES CORP               | PUMPS, NEW SUBMERSIBLE SE | 44829          | \$5,040.00             |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | WATER UNIFORM SERVICES: P | 3370165390     | \$187.39               |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR | 3370162874     | \$87.01                |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | ENGINEER UNIFORM SERVICES | 3370165406     | \$5.33                 |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | UNIFORMS-ROADS            | 3370162879     | \$190.39               |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | WASTEWATER UNIFORM SERV   | 3370165390     | \$207.97               |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | METER READER UNIFORM SERV | 3370165407     | \$85.11                |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV | 3370162874     | \$14.97                |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV | 3370162876     | \$31.27                |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | UNIFORMS - ROADS          | 3370159222     | \$151.79               |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | UNIFORMS-TRAFFIC          | 3370159222     | \$236.91               |
| V522072           | 04/28/2023 | UNIFIRST CORPORATION               | UNIFORMS-TRAFFIC          | 3370162879     | \$42.44                |
| <b>Summary</b>    |            |                                    |                           |                | <b>\$10,632,299.85</b> |

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction  
 If Check Number begins with "EFT", this payment was processed electronically  
 If Check Number begins with "I", this payment was an internal payment within BCC departments  
 If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                       | Transaction Description | Invoice Number | Transaction Amount |
|-------------------|------------|-----------------------------------|-------------------------|----------------|--------------------|
| 267353            | 05/02/2023 | A & D VENTURE INC                 | 3078 FISHER AVE         | S902078-04     | \$46.54            |
| 267354            | 05/02/2023 | A PLUS REALTY MANAGEMENT INC      | 13303 HAVERHILL DR      | SL00872-07     | \$730.39           |
| 267355            | 05/02/2023 | ADVENTURE MOTOR SPORTS LLC        | 14430 CORTEZ BLVD       | BZ00049-02     | \$74.18            |
| 267356            | 05/02/2023 | AJ T & TIA L PARSONS              | 13338 CHIPPENDALE ST    | S901213-04     | \$33.47            |
| 267357            | 05/02/2023 | ALEX REED                         | 13085 SIAM DR           | S909743-04     | \$187.10           |
| 267358            | 05/02/2023 | AMY S ROSE                        | 2183 SPRINGMEADOW DR    | S600964-04     | \$167.19           |
| 267359            | 05/02/2023 | ANDREW MILLER                     | 6479 ASHMONT AVE        | RW00367-03     | \$166.55           |
| 267360            | 05/02/2023 | ANN MARIE VERBSKY                 | 11232 MONARCH ST        | S905918-05     | \$118.54           |
| 267361            | 05/02/2023 | ANNA SHOAF                        | 14912 RIALTO AVE        | BK00818-09     | \$220.83           |
| 267362            | 05/02/2023 | ANNA ZIELINSKA & RICHARD STOCH    | 14276 MIDFIELD ST       | BK00218-03     | \$168.66           |
| 267363            | 05/02/2023 | ARNOLD GARCIA                     | 1440 FINDLAY AVE        | S910631-02     | \$40.06            |
| 267364            | 05/02/2023 | BARRETTE OUTDOOR LIVING LLC       | 3167 PREMIER DR         | AC00156-03     | \$321.38           |
| 267365            | 05/02/2023 | BLAZE M MILLER                    | 12624 EDDINGTON RD      | S903238-06     | \$232.70           |
| 267366            | 05/02/2023 | BONNIE FIORENTINO & BRITTNE SILLE | 15151 EASTWOOD TRL      | SE00208-16     | \$123.48           |
| 267367            | 05/02/2023 | CALEB L JONES & BEVERLY V RIOS    | 5395 ABAGAIL DR         | S807349-14     | \$66.08            |
| 267368            | 05/02/2023 | CARMEN L NIEDBALA                 | 7464 DELAWARE DR        | RR00138-03     | \$119.96           |
| 267369            | 05/02/2023 | CAROLYN BOHNER                    | 3979 GEYSER ST          | FD00141-01     | \$38.34            |
| 267370            | 05/02/2023 | CARRIAGE CROSSING APTS            | 7076 BARCLAY AVE APT D  | CC00017-09     | \$246.92           |
| 267371            | 05/02/2023 | CATHERINE E & JUAN R DUARTE       | 10451 DUNKIRK RD        | S807399-09     | \$43.71            |
| 267372            | 05/02/2023 | CATHERINE MAGAZINE                | 7417 NATURE WALK DR     | S601373-00     | \$16.68            |
| 267373            | 05/02/2023 | CENTURY COMPLETE W FL 8207        | 3250 LANDOVER BLVD      | S913099-00     | \$17.94            |
| 267374            | 05/02/2023 | CENTURY COMPLETE W FL 8207        | 13050 SANTEE ST         | S913102-00     | \$16.97            |
| 267375            | 05/02/2023 | CENTURY COMPLETE W FL 8207        | 27326 WARNER AVE        | HL00707-00     | \$66.92            |
| 267376            | 05/02/2023 | CHARLES H STUBBS                  | 35005 FRASER ST         | FD00093-02     | \$134.66           |
| 267377            | 05/02/2023 | CHERYL RANKIN                     | 7359 THORPP AVE         | BK00248-05     | \$171.46           |
| 267378            | 05/02/2023 | CHRISTINA TUCCI KRIVICKAS         | 14342 STARCROSS ST      | BK00561-11     | \$94.69            |
| 267379            | 05/02/2023 | CHRISTOPHER J BARBAREE            | 3395 IRONDALE AVE       | S103134-14     | \$15.66            |
| 267380            | 05/02/2023 | CHRISTOPHER L BELL                | 4278 LEE RD             | S803206-03     | \$187.02           |
| 267381            | 05/02/2023 | CLIFFORD J CHARLES                | 15273 EASTWOOD TRL      | SE00164-04     | \$116.04           |
| 267382            | 05/02/2023 | CORTEZ BLVD PROPERTY 1 LLC        | 14442 CORTEZ BLVD       | BZ00033-01     | \$117.71           |
| 267383            | 05/02/2023 | CRAIG M CONLEY                    | 6442 ROBINSWOOD AVE     | RW00192-06     | \$172.87           |
| 267384            | 05/02/2023 | CRAIG S & AMY JO AYEN             | 10304 FORDHAM ST        | S801963-03     | \$34.01            |
| 267385            | 05/02/2023 | CRISTINA F FINGERMAN              | 5586 LEGEND HILLS LN    | SI01064-04     | \$134.68           |
| 267386            | 05/02/2023 | CUONG T NGUYEN                    | 11243 HOMEWAY ST        | S906999-06     | \$114.40           |
| 267387            | 05/02/2023 | DANIEL E JAMES                    | 13409 TEABERRY LN       | SL00220-09     | \$227.75           |
| 267388            | 05/02/2023 | DANIEL P & LYNN J POWERS          | 8161 STOCKHOLM ST       | HI00623-03     | \$30.48            |
| 267389            | 05/02/2023 | DANIELA LLOYD                     | 6455 FREEPORT DR        | S811360-11     | \$41.92            |
| 267390            | 05/02/2023 | DAVID & SAMANTHA BRINDLEY         | 4435 KNOLLCREST CT      | SL00164-08     | \$166.37           |
| 267391            | 05/02/2023 | DAVID & SARA CHEESEWRIGHT         | 8191 FLORAL DR          | RR00369-05     | \$262.67           |
| 267392            | 05/02/2023 | DAVID M SMITH                     | 472 HOLLYHOCK LN        | S602855-04     | \$75.00            |
| 267393            | 05/02/2023 | DAWN GAMBINO                      | 7120 BARCLAY AVE APT C  | BV00013-14     | \$221.62           |
| 267394            | 05/02/2023 | DAYANANDA P SADASIVAM             | 5067 COURTLAND RD       | S802979-02     | \$44.81            |

## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                       | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|-----------------------------------|-------------------------|----------------|--------------------|
| 267395  | 05/02/2023 | DONALD & CHERYL PEPEK             | 14429 MIDFIELD ST       | BK00266-03     | \$149.90           |
| 267396  | 05/02/2023 | DONALD SHOWERMAN                  | 4594 LISETTE CIR        | HO00274-09     | \$306.21           |
| 267397  | 05/02/2023 | DYLAN SCHAEER & EMMELINE BEYRUTI  | 31181 STONEY BROOK DR   | RW00369-10     | \$199.79           |
| 267398  | 05/02/2023 | EMILY M LUBRIDO                   | 3437 OPPORTUNITY AVE    | PE00156-02     | \$20.59            |
| 267399  | 05/02/2023 | ERICA F ROGERS & ANDRE A JOHNSON  | 11372 PATCH ST          | S901678-01     | \$40.05            |
| 267400  | 05/02/2023 | FL SPRING HILL CORTEZ LLC         | 13088 CORTEZ BLVD       | HZ00057-04     | \$373.23           |
| 267401  | 05/02/2023 | FLORIDA EAGLE INVESTMENTS LLC     | 11275 ELGIN BLVD        | S803980-05     | \$41.28            |
| 267402  | 05/02/2023 | FLOYD A & HEATHER T JAQUAY        | 7478 LITTLE TEE LN      | HI00591-05     | \$125.82           |
| 267403  | 05/02/2023 | FRANK W PADOLECCHIN               | 5238 SUWANNEE RD        | RR00325-03     | \$35.57            |
| 267404  | 05/02/2023 | GABRIELLE M ORTIZ                 | 11411 PICKFORD ST       | S103646-10     | \$122.20           |
| 267405  | 05/02/2023 | GARY C CORPAS                     | 5203 CHAMBERLAIN ST     | S901242-08     | \$89.17            |
| 267406  | 05/02/2023 | GAVIN CORRIGAN                    | 13053 SPENCER CT        | S102234-03     | \$157.92           |
| 267407  | 05/02/2023 | GLEN E & JUANITA M SNELL          | 33120 PORTAGE PATH      | RM01155-03     | \$93.78            |
| 267408  | 05/02/2023 | GREG R BLISS                      | 2261 MAXIMILIAN AVE     | S102695-11     | \$102.15           |
| 267409  | 05/02/2023 | GREGORY A BRICKHOUSE              | 2395 HAWTHORNE RD       | S907500-06     | \$120.21           |
| 267410  | 05/02/2023 | HARRY & GAYLE LUTH                | 2244 LYTHAM CT          | TP00496-07     | \$125.48           |
| 267411  | 05/02/2023 | HARTLAND HOMES INC                | 1036 RUDOLPH CT         | S913072-00     | \$260.99           |
| 267412  | 05/02/2023 | HELEN M S & JERRY L CHRISTMAS     | 7567 FIRST CIRCLE DR    | HI00139-05     | \$140.12           |
| 267413  | 05/02/2023 | HILDEGARD AMMIRATI                | 10247 SKYLAND ST        | S806408-01     | \$91.06            |
| 267414  | 05/02/2023 | HRG MANAGEMENT LLC                | 7088 SPRING HILL DR     | S602429-05     | \$211.55           |
| 267415  | 05/02/2023 | HUI TENG                          | 3483 BEAUMONT LOOP      | SL00651-09     | \$129.89           |
| 267416  | 05/02/2023 | IVAN M SISLIK                     | 6802 RENOWN WAY         | TP00915-01     | \$1.41             |
| 267417  | 05/02/2023 | JACOB A COX & CATRINA LORENSEN    | 3338 BLYTHE AVE         | S908273-09     | \$106.09           |
| 267418  | 05/02/2023 | JACOB EDELSTON & ALLE PORTERFIELD | 26459 ROPER RD          | HL00527-16     | \$180.92           |
| 267419  | 05/02/2023 | JAIME A MAUL                      | 13192 LITTLE FARMS DR   | S903026-04     | \$114.05           |
| 267420  | 05/02/2023 | JAMES D & RAQUELLE A BRIANT       | 18059 CARROLWOOD DR     | GR00741-01     | \$50.55            |
| 267421  | 05/02/2023 | JAMES E KIRAN                     | 8054 MORIAH AVE         | BK01014-04     | \$158.79           |
| 267422  | 05/02/2023 | JAMES R SMITH SR                  | 7108 BARCLAY AVE APT A  | BV00019-12     | \$124.90           |
| 267423  | 05/02/2023 | JANINE L KELL                     | 3743 BRAMBLEWOOD LOOP   | SL01034-07     | \$169.69           |
| 267424  | 05/02/2023 | JEFFREY E HALL                    | 4182 SAND RIDGE BLVD    | SA00082-05     | \$222.26           |
| 267425  | 05/02/2023 | JOHN W BALES                      | 30524 SATINLEAF RUN     | RW00872-03     | \$243.86           |
| 267426  | 05/02/2023 | JONATHAN & NICHOLE WORLEY         | 4256 PARKHURST LN       | S803373-03     | \$192.11           |
| 267427  | 05/02/2023 | JOSEPH B VAUGHN                   | 14249 CASCORA CT        | PP00510-02     | \$115.43           |
| 267428  | 05/02/2023 | JOSEPH P HOMAN JR                 | 10324 HEMLOCK ST        | S809410-13     | \$189.96           |
| 267429  | 05/02/2023 | JUDITH A MACMANUS                 | 3299 GULF WINDS CIR     | HB00865-14     | \$154.34           |
| 267430  | 05/02/2023 | JULIA A & SHANE S NESMITH         | 12100 LAMONT DR         | S808059-05     | \$35.43            |
| 267431  | 05/02/2023 | JULIE A HOOD & KYLE M BARTODEJ    | 9333 NORTHCLIFFE BLVD   | S910605-17     | \$125.41           |
| 267432  | 05/02/2023 | KAYLA R & DAVID W HAND II         | 4061 CHADWICK AVE       | S906665-05     | \$110.72           |
| 267433  | 05/02/2023 | KELLY SHERIDAN                    | 7424 GLASGOW RD         | RH00291-07     | \$123.02           |
| 267434  | 05/02/2023 | KEN MOESTA & JOY THOMPSON         | 4345 CADBURY RD         | S601358-06     | \$172.03           |
| 267435  | 05/02/2023 | KENNETH M LARSH                   | 7064 OBERON AVE         | S812593-07     | \$89.70            |
| 267436  | 05/02/2023 | KENNETH P KOTTER                  | 476 FORT MILL LN        | S905485-02     | \$180.39           |



## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                       | Transaction Description  | Invoice Number | Transaction Amount |
|---|------------|-----------------------------------|--------------------------|----------------|--------------------|
| 267437  | 05/02/2023 | KEVIN HACKENFORTH                 | 3107 CLOUDCROFT AVE      | S904889-04     | \$55.88            |
| 267438  | 05/02/2023 | KINGS WOK INC                     | 31154 CORTEZ BLVD        | SP00012-05     | \$155.26           |
| 267439  | 05/02/2023 | KRIS A GIRTMAN                    | 14608 WAKE ROBIN DR      | TR00369-01     | \$128.93           |
| 267440  | 05/02/2023 | KRYSTLE N REYES                   | 4449 COLLINS RD          | S600380-04     | \$193.60           |
| 267441  | 05/02/2023 | KURT M GLACY                      | 6829 ROYAL RIDGE CT      | TP00914-06     | \$23.95            |
| 267442  | 05/02/2023 | LAURIE PARENTE                    | 9283 DENMARSH DR         | BK00008-04     | \$205.73           |
| 267443  | 05/02/2023 | LAZARO M ALFONSO                  | 5157 WELLINGTON RD       | S900646-01     | \$108.17           |
| 267444  | 05/02/2023 | LEONARD J DEEGAN & AN CHARBONNEAU | 2516 AYERSWOOD DR        | GR00020-06     | \$117.04           |
| 267445  | 05/02/2023 | LEXUS U RAMSEY                    | 6387 RALEY RD            | HL00144-07     | \$85.15            |
| 267446  | 05/02/2023 | LGI HOMES                         | 5308 CRICKET RD          | TG00169-00     | \$37.88            |
| 267447  | 05/02/2023 | LGI HOMES FLORIDA LLC             | 5161 CRICKET RD          | TG00131-00     | \$20.30            |
| 267448  | 05/02/2023 | LGI HOMES FLORIDA LLC             | 5162 CRICKET RD          | TG00139-00     | \$14.33            |
| 267449  | 05/02/2023 | LGI HOMES FLORIDA LLC             | 5283 CRICKET RD          | TG00148-00     | \$12.54            |
| 267450  | 05/02/2023 | LIEU CHAU & TRIET CHUNG TRAN      | 13238 LINDEN DR          | S912462-02     | \$2.92             |
| 267451  | 05/02/2023 | LOIS J HILLMAN                    | 35016 FRASER ST          | FD00122-10     | \$161.35           |
| 267452  | 05/02/2023 | LORI ANN TALLEY                   | 2417 WATERFALL DR        | S806770-09     | \$117.99           |
| 267453  | 05/02/2023 | LUIS A RIVERA                     | 4369 AZORA RD            | S808868-12     | \$154.93           |
| 267454  | 05/02/2023 | LUIS A SEIN                       | 4241 GEVALIA DR          | HO00283-02     | \$163.75           |
| 267455  | 05/02/2023 | MAIN STREET RENEWAL LLC           | 6442 GRAPEWOOD RD        | S910437-06     | \$123.08           |
| 267456  | 05/02/2023 | MAIN STREET RENEWAL LLC           | 758 SEA HOLLY DR         | TR00329-09     | \$226.14           |
| 267457  | 05/02/2023 | MARIOS PIZZA & EATERY LLC         | 31150 CORTEZ BLVD        | SP00011-07     | \$102.41           |
| 267458  | 05/02/2023 | MARK D BARNES                     | 13347 SPRING HILL DR     | S907772-03     | \$34.78            |
| 267459  | 05/02/2023 | MARONDA HOMES                     | 5277 ENFIELD AVE         | S912957-00     | \$45.79            |
| 267460  | 05/02/2023 | MARY J & LEE WOOD HOLOFCHAK       | 14852 BROOKRIDGE BLVD    | BK01813-04     | \$90.28            |
| 267461  | 05/02/2023 | MARY SANDEN                       | 14442 CORONADO DR        | S903888-08     | \$119.80           |
| 267462  | 05/02/2023 | MATTHEW R FRATIANNI               | 4292 AZORA RD            | S807892-06     | \$219.16           |
| 267463  | 05/02/2023 | MAUREEN & THOMAS MOYNAHAN         | 2481 WHISPERING PINES CT | TP01720-03     | \$152.22           |
| 267464  | 05/02/2023 | MAYRA ESTRADA RAMOS               | 13276 LINDEN DR          | S103144-10     | \$227.00           |
| 267465  | 05/02/2023 | MELISSA A MUNOZ                   | 13320 CHIPPENDALE ST     | S905472-05     | \$103.26           |
| 267466  | 05/02/2023 | MELISSA CIANCIO                   | 11499 LAGORCE AVE        | S903210-08     | \$87.21            |
| 267467  | 05/02/2023 | MICHAEL SINGLETON                 | 13384 BONITA AVE         | S903647-04     | \$6.49             |
| 267468  | 05/02/2023 | MICHELLE P MCCANN                 | 13409 BANNER RD          | S912173-08     | \$42.80            |
| 267469  | 05/02/2023 | MYND MANAGEMENT INC               | 5061 ELWOOD RD           | S803847-02     | \$122.84           |
| 267470  | 05/02/2023 | MYND MANAGEMENT INC               | 5153 SPRINGWOOD RD       | S908381-14     | \$239.58           |
| 267471  | 05/02/2023 | NADIJA KONOMENK & IRYNE GALEHUN   | 15215 ALBA DR            | SE00263-07     | \$113.87           |
| 267472  | 05/02/2023 | NANCY MULLINS                     | 7445 MONTROSE AVE        | BK00143-04     | \$126.89           |
| 267473  | 05/02/2023 | NORA HARBOUS                      | 14291 ADAIR ST           | BK00922-05     | \$146.53           |
| 267474  | 05/02/2023 | ONA M WALTER                      | 31301 SATINLEAF RUN      | RW00498-02     | \$121.86           |
| 267475  | 05/02/2023 | OPENDOOR LABS INC                 | 12485 SEAGATE ST         | S903433-14     | \$154.60           |
| 267476  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 11030 UPTON ST           | S800710-01     | \$23.53            |
| 267477  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 6272 DORSET RD           | S801300-02     | \$48.19            |
| 267478  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 11455 TOPAZ ST           | S807410-06     | \$54.07            |

## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                       | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|-----------------------------------|-------------------------|----------------|--------------------|
| 267479  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 4284 SAND RIDGE BLVD    | SA00059-03     | \$167.47           |
| 267480  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 6309 COVEWOOD DR        | S900915-03     | \$126.62           |
| 267481  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 1373 GOLD RD            | S902941-05     | \$150.07           |
| 267482  | 05/02/2023 | OPENDOOR PROPERTY TRUST I         | 13013 SHAFTON RD        | S909459-04     | \$43.52            |
| 267483  | 05/02/2023 | PATRICIA HUTTON                   | 9163 BLAINE RD          | S810126-01     | \$116.67           |
| 267484  | 05/02/2023 | PATRICIA J DAVIS                  | 12119 SARA ST           | HI01312-00     | \$55.85            |
| 267485  | 05/02/2023 | PATRICK O & LOIS C PATTERSON      | 1660 LARKIN RD          | S803511-04     | \$40.33            |
| 267486  | 05/02/2023 | PATRICK R FLANNERY                | 8414 VALMORA ST         | S807775-06     | \$110.73           |
| 267487  | 05/02/2023 | PERRY SMITH                       | 4239 JASON RD           | S810632-07     | \$209.90           |
| 267488  | 05/02/2023 | PETER R EMBLETON & JOYCE PEDERSEN | 6585 BRAMBLELEAF DR     | TP01096-06     | \$67.41            |
| 267489  | 05/02/2023 | PONIROS EQUITIES LLC              | 5384 MARINER BLVD       | S900245-15     | \$157.99           |
| 267490  | 05/02/2023 | RACIEL JIMENEZ TORRES             | 7423 APACHE TRL         | WK00556-00     | \$41.44            |
| 267491  | 05/02/2023 | RDPD LLC                          | 3498 RIVERDALE DR       | RD00025-11     | \$124.63           |
| 267492  | 05/02/2023 | RICHARD A THOGODE                 | 8180 PAGODA DR          | FK00509-16     | \$302.25           |
| 267493  | 05/02/2023 | RICHARD F COREY                   | 1000 FIRWOOD AVE        | S908748-06     | \$16.24            |
| 267494  | 05/02/2023 | ROBERT & JULIA BENNIE             | 10077 BLACKBURN ST      | S800145-01     | \$10.59            |
| 267495  | 05/02/2023 | ROGER T BOUCHARD                  | 6312 CRESTVIEW DR       | EH00016-16     | \$96.71            |
| 267496  | 05/02/2023 | RONALD LEE MARPLE                 | 5211 WOODRIDGE LN       | S904756-07     | \$106.49           |
| 267497  | 05/02/2023 | RONALD W & MARLYS K SAATHOFF      | 35010 MAJOR DADE DR     | FD00142-01     | \$14.02            |
| 267498  | 05/02/2023 | RONNY & MARISELA HERNANDEZ        | 3173 PARKHILL AVE       | S901790-05     | \$106.11           |
| 267499  | 05/02/2023 | ROSTISAU DANILUK                  | 5286 SUWANNEE RD        | RR00224-01     | \$20.75            |
| 267500  | 05/02/2023 | ROTOR HOLDINGS INC                | 8421 SUNFLOWER DR       | FK00614-02     | \$112.96           |
| 267501  | 05/02/2023 | SECUREVEST PROPERTIES LLC         | 2474 IVYWOOD DR         | GR00755-00     | \$152.70           |
| 267502  | 05/02/2023 | SFR JV - 2 PROPERTY LLC           | 3394 IRONDALE AVE       | S910513-07     | \$48.43            |
| 267503  | 05/02/2023 | SFR JV 2 NTL BORROWERS LLC        | 14881 EDGEMERE DR       | SL01015-07     | \$54.88            |
| 267504  | 05/02/2023 | SFR JV-2 PROPERTY LLC             | 6534 COVEWOOD DR        | S606922-04     | \$49.76            |
| 267505  | 05/02/2023 | SHAUN G BROOKS                    | 7100 BARCLAY AVE APT A  | BV00023-13     | \$39.80            |
| 267506  | 05/02/2023 | SHAYNE CAHILL                     | 14556 EDGEMERE DR       | SL00415-13     | \$225.01           |
| 267507  | 05/02/2023 | SHIRLEYS RENTAL PROPERTIES LLC    | 29162 HECKLEMAN ST      | BW00022-13     | \$118.67           |
| 267508  | 05/02/2023 | SHV HOMES 1 LLC                   | 2203 MALAGA AVE         | S912005-10     | \$44.49            |
| 267509  | 05/02/2023 | SIMON A FURTADO                   | 4219 ELWOOD RD          | S900563-02     | \$46.81            |
| 267510  | 05/02/2023 | STACEY M HALL                     | 13468 HAVERHILL DR      | SL00661-02     | \$14.29            |
| 267511  | 05/02/2023 | STACEY N & CHARLES E BASTIN       | 2280 DANFORTH RD        | S804326-04     | \$130.34           |
| 267512  | 05/02/2023 | SUN TOK BURNS                     | 14692 LINDEN DR         | S906358-01     | \$46.90            |
| 267513  | 05/02/2023 | TAGGART PROPERTY GROUP LLC        | 2500 MATHESON AVE       | S809570-10     | \$43.47            |
| 267514  | 05/02/2023 | TAGGART PROPERTY GROUP LLC        | 7248 COVENTRY CT        | WW01330-06     | \$140.56           |
| 267515  | 05/02/2023 | TAINA I RAMOS                     | 27343 FLAGLER AVE       | HL00439-11     | \$19.42            |
| 267516  | 05/02/2023 | TAMERA M HUTSON                   | 13195 DELBARTON ST      | S909297-05     | \$82.53            |
| 267517  | 05/02/2023 | TAMINA HOMES INC                  | 13740 COVEY RUN PL      | SL01286-05     | \$84.40            |
| 267518  | 05/02/2023 | THOMAS J ARCIOLA                  | 2337 SCENIC HILL DR     | TB00143-06     | \$138.21           |
| 267519  | 05/02/2023 | THOMAS R MACKEY                   | 14881 WAKE ROBIN DR     | TR00433-02     | \$54.11            |
| 267520  | 05/02/2023 | TIFFANY & JASON LOPEZ             | 4400 MILLWOOD RD APT H  | S809729-10     | \$83.70            |

## **Board of County Commissioners Checks Issued**

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|---|------------|-----------------------------------|---------------------------|----------------|--------------------|
| 267521  | 05/02/2023 | TIMOTHY EAHOLTZ & LINDLEY VANKIRK | 13151 DRYSDALE ST         | S900144-07     | \$119.96           |
| 267522  | 05/02/2023 | TINA M FISCHER                    | 1141 CONCORD AVE          | S601329-01     | \$70.47            |
| 267523  | 05/02/2023 | TJR PROPERTIES & INVESTMENTS LLC  | 9205 ADMIRAL ST           | BK01264-03     | \$167.73           |
| 267524  | 05/02/2023 | TRACY L FROUNFELTER               | 10449 CLARION ST          | S811977-03     | \$64.37            |
| 267525  | 05/02/2023 | VANESSA N DELL                    | 12248 BAXLEY ST           | S902763-03     | \$34.77            |
| 267526  | 05/02/2023 | W L R CONSTRUCTION                | 1032 CONCERT AVE          | S913115-00     | \$80.45            |
| 267527  | 05/02/2023 | WENDY S DAY                       | 7339 DEVINE AVE           | BK00290-05     | \$207.54           |
| 267528  | 05/02/2023 | WILLIAM & ALENE SAUERLAND         | 6305 HILLVIEW RD          | S605252-01     | \$21.66            |
| 267529  | 05/02/2023 | WILLIAM A WINNING                 | 14112 HOLLY HAMMOCK LN    | SJ00308-08     | \$162.78           |
| 267530  | 05/02/2023 | WILLIAM DIAZ ROSARIO              | 3448 MONTANO AVE          | S910163-11     | \$120.78           |
| 267531  | 05/02/2023 | WILLIAM J DEAN                    | 27161 AUBREY AVE          | HL00287-05     | \$204.92           |
| 267532  | 05/02/2023 | WILLIAM RYAN HOMES                | 860 TIERRA DR             | WT00001-00     | \$25.13            |
| 267533  | 05/02/2023 | WRPV XIV SFR OWNER I LLC          | 13303 MITTEN LN           | S810406-02     | \$47.02            |
| 267534  | 05/02/2023 | YVONNE T NOBILE                   | 1616 ALAMEDA DR           | S900050-04     | \$46.85            |
| 267535  | 05/05/2023 | AETNA                             | 9/20/21 DC                | 21-75064       | \$301.29           |
| 267536  | 05/05/2023 | AIR MECHANICAL & SERVICE CORP     | HVAC SYSTEMS - 5 TONS     | 121769         | \$270.30           |
| 267537  | 05/05/2023 | AJAX PAVING INDUSTRIES OF FLORIDA | ASPHALT CONCRETE TYPE SP- | 243920         | \$67.32            |
| 267538  | 05/05/2023 | AMERICAN BIO-WASTE SOLUTIONS      | 00196420 MAR 2023         | 105038         | \$1,246.00         |
| 267538  | 05/05/2023 | AMERICAN BIO-WASTE SOLUTIONS      | 00196420 APR 2023         | 105260         | \$966.00           |
| 267539  | 05/05/2023 | AMERICAN FAMILY ASSURANCE COMPANY | 0EV82 4/23 PREMIUM        | 501763         | \$35,651.96        |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 136247         | \$214.08           |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 136248         | \$212.12           |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 136249         | \$127.80           |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 137064         | \$25.00            |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 135912         | \$190.50           |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 135996         | \$218.38           |
| 267540  | 05/05/2023 | ANIMAL EMERGENCY OF HERNANDO      | ACCT 15868                | 136608         | \$239.50           |
| 267541  | 05/05/2023 | ASSETWORKS INC                    | ANNUAL MAINTENANCE AGREEM | SIN002148      | \$33,391.22        |
| 267542  | 05/05/2023 | AUGUSTINE CONSTRUCTION INC        | 22-CG0039 ELGN SW         | PAYREQ#2       | \$120,264.60       |
| 267542  | 05/05/2023 | AUGUSTINE CONSTRUCTION INC        | 22-CG0039 RETAINAGE       | PAYREQ#2       | (\$6,013.23)       |
| 267543  | 05/05/2023 | AN MOTORS OF BROOKSVILLE INC      | OUTSIDE REPIARS           | 273629         | \$840.67           |
| 267544  | 05/05/2023 | AXXERION INC                      | MAR23 IMPLEMENTATN        | INO-230159     | \$948.75           |
| 267545  | 05/05/2023 | BARBARA DAVIS                     | 3/29/22 BD                | 22-28820       | \$150.00           |
| 267546  | 05/05/2023 | BCBS OF ILLINOIS                  | 12/12/22 JC               | 22-112429      | \$98.98            |
| 267547  | 05/05/2023 | BETTY CALAMARI                    | 7/14/22 GC                | 22-63388       | \$25.00            |
| 267548  | 05/05/2023 | BIG DOG EXPRESS OF SOUTH FL INC   | HAULING RECYCLABLES       | 10164          | \$465.00           |
| 267549  | 05/05/2023 | BILL2PAY LLC                      | RTRN CK NOT HCUD'S        | 42423          | \$230.00           |
| 267550  | 05/05/2023 | BURGESS & NIPLE INC               | ENG SVC 2/23-3/23         | 1080874        | \$8,393.00         |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC    | BEARING FOR TORSION SPRIN | 20233994       | \$9.20             |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC    | HERNANDO COUNTY TRAVEL    | 20233994       | \$150.00           |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC    | HERNANDO COUNTY LABOR     | 20233994       | \$787.50           |



## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                    | Transaction Description    | Invoice Number | Transaction Amount |
|---|------------|--------------------------------|----------------------------|----------------|--------------------|
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC | HIGH CYCLE TORSION SPRING  | 20233994       | \$479.25           |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC | SCISSOR LIFT 19'           | 20233994       | \$250.00           |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC | SHIPPING AND HANDLING      | 20233994       | \$112.11           |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC | STN 14 REPRS               | 20234075       | \$509.20           |
| 267551  | 05/05/2023 | C&D INDUSTRIAL MAINTENANCE LLC | UNIVERSAL SPRING ANCHOR P  | 20233994       | \$17.06            |
| 267552  | 05/05/2023 | CENTURYLINK                    | 311648376 4/16-5/15        | 311648376G3    | \$68.12            |
| 267552  | 05/05/2023 | CENTURYLINK                    | 311272835 4/16-5/15        | 311272835G3    | \$53.06            |
| 267553  | 05/05/2023 | CHARLES DIXON                  | 1/10/22 CD                 | 22-3247        | \$50.00            |
| 267554  | 05/05/2023 | CHARTER COMMUNICATIONS         | 169290201 4/21-5/20        | 169290201G3    | \$97.09            |
| 267555  | 05/05/2023 | CHARTER COMMUNICATIONS         | 169292101 4/13-5/12        | 169292101G3    | \$199.96           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212102       | \$128.23           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212106       | \$125.57           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212448       | \$135.59           |
| 267556  | 05/05/2023 | CIT BANK NA                    | B/W COPIES @ .00580 PER E  | 42212101       | \$9.02             |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK AND WHITE C  | 42212110       | \$18.17            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR COPIES @ \$. | 42212102       | \$95.18            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR PRINT PER P  | 42212098       | \$226.79           |
| 267556  | 05/05/2023 | CIT BANK NA                    | HCUD ENGINEERING PRINTER   | 42212104       | \$159.74           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212101       | \$125.57           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212107       | \$125.57           |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK & WHITE @ \$ | 42212109       | \$2.64             |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK PRINT PER P  | 42212097       | \$30.75            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK PRINT PER P  | 42212098       | \$16.32            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR @ \$.04533 P | 42212106       | \$73.34            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES-COLOR AT \$.04533 P | 42212110       | \$230.46           |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPY/PRINT, COLOR COPIES   | 42212103       | \$72.75            |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212097       | \$128.23           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212098       | \$125.57           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212105       | \$118.21           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212109       | \$125.57           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212110       | \$128.23           |
| 267556  | 05/05/2023 | CIT BANK NA                    | COLOR COPIES @ .04533 PER  | 42212101       | \$63.74            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK & WHITE @ \$ | 42212107       | \$16.87            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK & WHITE COP  | 42212102       | \$8.86             |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK AND WHITE C  | 42212448       | \$5.75             |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPY/PRINT, BLACK/WHITE P  | 42212103       | \$12.01            |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212103       | \$128.23           |
| 267556  | 05/05/2023 | CIT BANK NA                    | 4/10-5/09/23 CPR LSE       | 42212104       | \$118.21           |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, BLACK & WHITE @ \$ | 42212106       | \$6.57             |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR @ \$.04533 P | 42212107       | \$179.21           |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR @ \$.04533 P | 42212109       | \$53.27            |
| 267556  | 05/05/2023 | CIT BANK NA                    | COPIES, COLOR COPIES @ \$0 | 42212448       | \$7.97             |

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|-------------------|------------|-----------------------------------|---------------------------|----------------|--------------------|
| 267556            | 05/05/2023 | CIT BANK NA                       | HCUD BILLING COPIES: BLA  | 42212105       | \$93.62            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 BRKSVL HLTH      | 3496           | \$350.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 ESIDE LIB        | 3496           | \$500.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 WSIDE G CTR      | 3496           | \$300.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 WSIDE LIB        | 3496           | \$300.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 11 -  | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 11 -  | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 12 -  | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 2 - 3 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 5 - 9 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 8 - 3 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-21 CHINSEGUT        | 3496           | \$1,100.00         |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 CANNERY          | 3496           | \$200.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 L RED SCHHS      | 3496           | \$200.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 SL COMM CTR      | 3496           | \$350.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 12 -  | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 2 - 3 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 4 - 5 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 4 - 5 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 8 - 3 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 9 - 2 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 ADMIN BLDG       | 3496           | \$400.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 ANIMAL SVCS      | 3496           | \$400.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 LYKES LIB        | 3496           | \$250.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 SH LIBRARY       | 3496           | \$400.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 SHER COMMUN      | 3496           | \$250.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 7 - 2 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 7 - 2 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 9 - 2 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 GC/PLOT/RS       | 3496           | \$500.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | 4-8 4-22 WSIDE HLTH       | 3496           | \$400.00           |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 1 - 1 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 1 - 1 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 13 -  | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 13 -  | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 3 - 1 | 3491           | \$30.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 3 - 1 | 3492           | \$60.00            |
| 267557            | 05/05/2023 | CLEAR CUT LAWN CARE & LANDSCAPING | MOWING, STATION NO. 5 - 9 | 3492           | \$60.00            |
| 267558            | 05/05/2023 | COLWILL ENGINEERING TECHNOLOGIES  | 04/23 SFTWRE/SUPP MNT     | 970            | \$917.00           |
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC              | U# 19432 TOWING SVC       | 404211         | \$602.00           |
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC              | U#20085,W/O 23-1975       | 405227         | \$323.00           |
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC              | U# 20085,W/O 23-1975      | 405725         | \$281.00           |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                         | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|-------------------------------------|---------------------------|----------------|--------------------|
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC                | U# 3 WINCH OUT            | 404296         | \$660.00           |
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC                | TOWING SVC U# 19429       | 403424         | \$267.00           |
| 267559            | 05/05/2023 | CROCKETTS TOWING LLC                | U# 21413 TOWING SVC       | 404802         | \$323.00           |
| 267560            | 05/05/2023 | CROSS ENVIRONMENTAL SERVICES INC    | EPO MOLD ABATEMENT IN ADM | 11312          | \$4,000.00         |
| 267561            | 05/05/2023 | DESIGNLAB INC                       | UNIFORMS                  | 263000         | \$4,029.85         |
| 267561            | 05/05/2023 | DESIGNLAB INC                       | UNIFORMS                  | 262998         | \$76.80            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8502 2138            | 85022138G3     | \$19,281.72        |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8511 3479            | 85113479G3     | \$32.57            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8552 0058            | 85520058G3     | \$227.63           |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8605 5321            | 86055321G3     | \$94.94            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8601 4273            | 86014273G3     | \$103.81           |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8601 4447            | 86014447G3     | \$64.29            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8511 2197            | 85112197G3     | \$66.32            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8512 4042            | 85124042G3     | \$7,697.38         |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8552 1778            | 85521778G3     | \$15.34            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8552 1934            | 85521934G3     | \$76.29            |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8552 2092            | 85522092G3     | \$144.71           |
| 267562            | 05/05/2023 | DUKE ENERGY                         | 9100 8506 8249            | 85068249G3     | \$1,405.92         |
| 267563            | 05/05/2023 | EVANS PLUMBING INC                  | REPAIRS TO FUEL ISLAND    | PC-2023-246    | \$4,619.04         |
| 267564            | 05/05/2023 | EYEMED VISION CARE                  | GROUP 1003320 04/23       | 165711054      | \$2,431.30         |
| 267565            | 05/05/2023 | FLORIDA COMBINED LIFE               | GRP238L14PPOHIGH4/23      | APR 23         | \$30,024.38        |
| 267565            | 05/05/2023 | FLORIDA COMBINED LIFE               | GRP238L14PPOBASE4/23      | APR 23         | \$36,977.84        |
| 267566            | 05/05/2023 | FLORIDA DEPARTMENT OF ENVIRONMENTAL | LEVEL 2 EXAM              | FOSTER J       | \$75.00            |
| 267567            | 05/05/2023 | HACH COMPANY                        | MATERIALS, SEWER LAB TEST | 13520041       | \$6,775.78         |
| 267568            | 05/05/2023 | HERNANDO COUNTY UTILITIES DEPT      | C811961-00                | C81196100G3    | \$32.47            |
| 267568            | 05/05/2023 | HERNANDO COUNTY UTILITIES DEPT      | NW00002-00                | NW0000200G3    | \$342.44           |
| 267568            | 05/05/2023 | HERNANDO COUNTY UTILITIES DEPT      | NW00003-00                | NW0000300G3    | \$155.65           |
| 267568            | 05/05/2023 | HERNANDO COUNTY UTILITIES DEPT      | AC00103-01                | AC0010301G3    | \$22.43            |
| 267569            | 05/05/2023 | HERNANDO SUN PUBLICATIONS LLC       | CLK23-052 LEGAL AD        | 203B9D550041   | \$25.33            |
| 267569            | 05/05/2023 | HERNANDO SUN PUBLICATIONS LLC       | CLK23-061 LEGAL AD        | 6E47B3FF0001   | \$26.93            |
| 267570            | 05/05/2023 | INTEGRITY AUTO GROUP OF HERNANDO    | ACCIDENT REPAIR 19406     | 3-23-23        | \$7,409.68         |
| 267571            | 05/05/2023 | JERRY SKIPPER                       | OVCHG IMP FEE 1020745     | 1444192        | \$2,506.00         |
| 267572            | 05/05/2023 | JOSEPH SCHNEIDER                    | AIRPORT 4/22/23           | 76260          | \$120.00           |
| 267573            | 05/05/2023 | JOSHUA MITRO                        | AIRPORT 4/23/23           | 76281          | \$120.00           |
| 267574            | 05/05/2023 | KATY L ROMANYAK                     | TDT OVERPAYMENT           | STR23-000088   | \$832.18           |
| 267575            | 05/05/2023 | KEYLON LAND SOLUTIONS LLC           | MOW FICKETT HAMMOCK       | 2289           | \$450.00           |
| 267575            | 05/05/2023 | KEYLON LAND SOLUTIONS LLC           | MOWING PECK SINK          | 2289           | \$1,200.00         |
| 267575            | 05/05/2023 | KEYLON LAND SOLUTIONS LLC           | MOWING LK TOWNSEN         | 2289           | \$575.00           |
| 267575            | 05/05/2023 | KEYLON LAND SOLUTIONS LLC           | MOWINMG CYPRESS LKS       | 2289           | \$400.00           |
| 267576            | 05/05/2023 | KGM ENTERPRISES OF PINELLAS INC     | INSPECTION-CERTIFICATION  | 1930           | \$360.00           |
| 267576            | 05/05/2023 | KGM ENTERPRISES OF PINELLAS INC     | REPRS 2 BUNKER GEAR       | 1931           | \$243.35           |




## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|---------------------------|----------------|--------------------|
| 267576            | 05/05/2023 | KGM ENTERPRISES OF PINELLAS INC    | WASH/CLEANING OF BUNKER G | 1930           | \$396.00           |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | 2/23 COPIER LEASE         | 285623579      | \$151.25           |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES MOO-BLACK/WHITE PE | 285623579      | \$10.26            |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | 1/23 COPIER LEASE         | 285095864      | \$151.25           |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | 3/23 CPR LEASE PRO-RT     | 286337399      | \$248.59           |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | 3/23 COPIER LEASE         | 286252162      | \$151.25           |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | B&W AND COLOR COPIES      | 286337399      | \$27.66            |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES COLOR PER SQ FT CP | 285623579      | \$3.51             |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES COLOR PER SQ FT CP | 285095864      | \$0.07             |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES COLOR PER SQ FT CP | 286252162      | \$4.60             |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES MOO-BLACK/WHITE PE | 285095864      | \$0.99             |
| 267577            | 05/05/2023 | KONICA MINOLTA BUSINESS SOLUTIONS  | COPIES MOO-BLACK/WHITE PE | 286252162      | \$2.84             |
| 267578            | 05/05/2023 | MATHESON TRI-GAS INC               | ACETYLENE TANK RNTL       | 27315615       | \$568.39           |
| 267579            | 05/05/2023 | MEAD AND HUNT INC                  | PROF SVC 3/23             | 347283         | \$8,938.42         |
| 267579            | 05/05/2023 | MEAD AND HUNT INC                  | PROF SVC 3/23             | 347295         | \$7,238.09         |
| 267579            | 05/05/2023 | MEAD AND HUNT INC                  | PROF SVC 3/23             | 347755         | \$11,523.10        |
| 267580            | 05/05/2023 | MEDLINE INDUSTRIES LP              | MEDICAL SUPPLIES          | 2261001111     | \$63.30            |
| 267581            | 05/05/2023 | MSL PA                             | 38029.0 FY 9/30/22        | 143947         | \$31,500.00        |
| 267582            | 05/05/2023 | PALM PEST AND LAWN SERVICES LLC    | TERMITE TREATMENT FOR THE | 66128          | \$70.00            |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | FLEET SITE, DIESEL/UNLEAD | 1964661        | \$10,381.86        |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | FUEL, DIESEL CONTRACT PO  | 1963781        | \$8,244.89         |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | WISCON, DIESEL/UNLEADED F | 1963939        | \$5,233.78         |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | HCFR STATION 2, DIESEL FU | 1959617        | \$3,577.69         |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | WISCON, DIESEL/UNLEADED F | 1964659        | \$11,742.41        |
| 267583            | 05/05/2023 | PALMDALE OIL COMPANY INC           | FLEET SITE, DIESEL/UNLEAD | 1963421        | \$11,646.39        |
| 267584            | 05/05/2023 | PASCAL FRUGE                       | REIMB PLUMBING BILL       | 9847           | \$500.00           |
| 267585            | 05/05/2023 | PASCO EXCAVATION LLC               | 8% FUEL CHARGE            | 35074          | \$99.48            |
| 267585            | 05/05/2023 | PASCO EXCAVATION LLC               | RIP RAP 6" -12" DPW WILL  | 35074          | \$1,000.64         |
| 267585            | 05/05/2023 | PASCO EXCAVATION LLC               | RIP RAP ROCK 6" - 12"     | 35074          | \$242.88           |
| 267586            | 05/05/2023 | PINECREST FUNERAL CHAPEL           | 3/30/23 RP                | 2103-2023      | \$650.00           |
| 267587            | 05/05/2023 | PIPELINE ANALYTICS                 | ANNUAL SOFTWARE LICENSE R | 7740           | \$5,050.00         |
| 267588            | 05/05/2023 | PRE-PAID LEGAL SERVICES INC        | GROUP 0204552 04/23       | APR23          | \$3,464.22         |
| 267589            | 05/05/2023 | QUADIENT FINANCE USA INC           | ACCT 7900044080883931     | 33123          | \$102.00           |
| 267590            | 05/05/2023 | RIGHT WAY ELEVATOR MAINTENANCE INC | 3/23 ELEVATOR MAINT       | 36199          | \$150.00           |
| 267591            | 05/05/2023 | ROBERT J YOUNG COMPANY LLC         | 3/23 COPIER LEASE         | INV6287478     | \$196.14           |
| 267591            | 05/05/2023 | ROBERT J YOUNG COMPANY LLC         | 3/23 COPIER LEASE         | INV6296194     | \$188.54           |
| 267591            | 05/05/2023 | ROBERT J YOUNG COMPANY LLC         | 3/23 COPIER LEASE         | INV6293672     | \$178.65           |
| 267591            | 05/05/2023 | ROBERT J YOUNG COMPANY LLC         | 3/23 COPIER LEASE         | INV6296193     | \$187.80           |
| 267592            | 05/05/2023 | ROLFE AND LOBELLO PA               | DED 036-EE# 11811         | 4252023        | \$100.00           |
| 267593            | 05/05/2023 | SHAMROCK ENVIRONMENTAL CORPORATION | DISPOSAL AND TRANSPORTATI | 342579         | \$5,785.92         |

## **Board of County Commissioners Checks Issued**


| Check Number<br> | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|---------------------------|----------------|--------------------|
| 267593  | 05/05/2023 | SHAMROCK ENVIRONMENTAL CORPORATION | DISPOSAL AND TRANSPORTATI | 342584         | \$6,967.08         |
| 267594  | 05/05/2023 | STATE INDUSTRIAL PRODUCTS CORP     | JANITORIAL SUPPLIES       | 902876764      | \$706.69           |
| 267594  | 05/05/2023 | STATE INDUSTRIAL PRODUCTS CORP     | JANITORIAL SUPPLIES       | 902856839      | \$1,630.15         |
| 267595  | 05/05/2023 | STRYKER SALES CORPORATION          | REPLACEMENT PARTS ON MODE | 4060238M       | \$2,472.00         |
| 267595  | 05/05/2023 | STRYKER SALES CORPORATION          | PRODUCT # 6252000000 - ST | 4141788M       | \$11,574.63        |
| 267596  | 05/05/2023 | VECTOR FLEET MANAGEMENT LLC        | MANAGEMENT FEE            | 290295         | \$7,671.58         |
| 267596  | 05/05/2023 | VECTOR FLEET MANAGEMENT LLC        | AUTO MAINTENANCE PARTS AN | 290295         | \$119,836.91       |
| 267597  | 05/05/2023 | VERIZON WIRELESS                   | 521054440-00001 4/18      | 9932807609     | \$809.11           |
| 267598  | 05/05/2023 | VISION SERVICE PLAN - IC           | ACCT 30021040 04/23       | 817599502      | \$7,320.16         |
| 267598  | 05/05/2023 | VISION SERVICE PLAN - IC           | ACCT 30021040 04/23       | 817599509      | \$9.44             |
| 267598  | 05/05/2023 | VISION SERVICE PLAN - IC           | ACCT 30021040 04/23       | 817599512      | \$953.76           |
| 267599  | 05/05/2023 | W W GRAINGER INC                   | SUPPLIES, JANITORIAL, ORD | 9677979396     | \$843.51           |
| 267599  | 05/05/2023 | W W GRAINGER INC                   | SUPPLIES, JANITORIAL, ORD | 9674627998     | \$42.00            |
| 267600  | 05/05/2023 | WEST FLORIDA AGGREGATES LLC        | SUPP FDOT LIMEROCK        | 19634          | \$4,858.81         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832261                   | 3302023P3      | \$52.10            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832303                   | 2272023P1      | \$47.01            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832304                   | 3302023P5-6    | \$44.01            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832320                   | 3302023P5-6    | \$74.37            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832341                   | 3302023P5-6    | \$43.00            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832343                   | 3302023P5-6    | \$170.57           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832348                   | 2272023P5-6    | \$48.15            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832352                   | 3302023P5-6    | \$49.13            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832357                   | 2272023P5-6    | \$57.29            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832366                   | 3302023P5-6    | \$42.17            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832393                   | 2272023P4      | \$185.07           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832393                   | 3302023P4      | \$188.60           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832453                   | 3302023P8      | \$128.69           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832469                   | 2272023P5-6    | \$108.86           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832487                   | 3302023P12     | \$62.39            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832502                   | 2272023P3      | \$40.74            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832526                   | 2272023P11     | \$7,447.21         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832527                   | 2272023P4      | \$1,270.94         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832534                   | 3302023P12     | \$67.69            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832535                   | 2272023P12     | \$64.80            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832537                   | 3302023P8      | \$43.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832538                   | 2272023P5-6    | \$87.94            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832563                   | 3302023P9      | \$3,306.21         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832576                   | 3302023P5-6    | \$66.87            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832586                   | 3302023P7      | \$687.24           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832594                   | 1832594E3      | \$362.97           |

## **Board of County Commissioners Checks Issued**


| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832594                 | 3302023P7      | \$358.57           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832597                 | 3302023P10     | \$86.04            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832606                 | 2272023P5-6    | \$82.60            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832641                 | 2272023P8      | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832642                 | 3302023P8      | \$40.26            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832643                 | 3302023P8      | \$70.07            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832648                 | 3302023P8      | \$154.94           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832658                 | 2272023P11     | \$50.91            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832672                 | 3302023P2      | \$40.53            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832689                 | 2272023P5-6    | \$67.37            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832697                 | 2272023P5-6    | \$41.12            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832698                 | 3302023P5-6    | \$55.08            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832716                 | 3302023P12     | \$81.32            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832725                 | 3302023P12     | \$173.32           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832726                 | 3302023P5-6    | \$61.84            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832751                 | 3302023P12     | \$59.19            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832759                 | 2272023P12     | \$82.98            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832759                 | 3302023P12     | \$86.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832765                 | 3302023P5-6    | \$386.87           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832766                 | 3302023P5-6    | \$56.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832769                 | 3302023P11     | \$1,683.15         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832770                 | 2272023P11     | \$1,139.67         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832771                 | 2272023P11     | \$1,725.48         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832772                 | 2272023P11     | \$1,256.23         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832773                 | 2272023P8      | \$186.46           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832774                 | 1832774G3      | \$72.31            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832779                 | 2272023P5-6    | \$432.93           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832780                 | 1832780G3      | \$1,480.33         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832791                 | 2272023P5-6    | \$135.22           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832792                 | 2272023P5-6    | \$63.28            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832840                 | 1832840G3      | \$9,587.19         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832843                 | 1832843G3      | \$84.98            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832845                 | 1832845G3      | \$66.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949922                 | 1949922G3      | \$49.77            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949924                 | 1949924G3      | \$47.85            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949981                 | 1949981G3      | \$7,319.98         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2036446                 | 2036446G3      | \$73.53            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2197363                 | 2197363G3      | \$46.10            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1307105                 | 1307105G3      | \$455.62           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1307110                 | 1307110G3      | \$423.04           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1307114                 | 1307114G3      | \$779.79           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1307119                 | 1307119G3      | \$319.69           |




## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832288                 | 2272023P11     | \$178.42           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832314                 | 2272023P5-6    | \$75.85            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832315                 | 3302023P5-6    | \$88.63            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832316                 | 2272023P5-6    | \$54.35            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832319                 | 3302023P5-6    | \$44.10            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832323                 | 3302023P5-6    | \$49.40            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832345                 | 2272023P5-6    | \$54.05            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832349                 | 2272023P5-6    | \$69.66            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832353                 | 2272023P1      | \$45.30            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832354                 | 2272023P1      | \$45.59            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832356                 | 2272023P1      | \$99.07            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832356                 | 3302023P1      | \$102.99           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832359                 | 3302023P4      | \$308.22           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832370                 | 2272023P12     | \$98.20            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832486                 | 2272023P12     | \$67.48            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832493                 | 1832493E3      | \$4,967.37         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832493                 | 3302023P7      | \$4,906.57         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832528                 | 3302023P4      | \$1,205.17         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832531                 | 3302023P4      | \$1,267.33         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832537                 | 2272023P8      | \$45.39            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832546                 | 2272023P12     | \$68.51            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832546                 | 3302023P12     | \$69.33            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832548                 | 2272023P12     | \$81.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832548                 | 3302023P12     | \$84.70            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832555                 | 2272023P5-6    | \$51.67            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832556                 | 3302023P5-6    | \$193.43           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832563                 | 2272023P9      | \$3,294.55         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832569                 | 2272023P2      | \$67.58            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832569                 | 3302023P2      | \$68.79            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832570                 | 2272023P8      | \$330.27           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832605                 | 3302023P5-6    | \$154.48           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832617                 | 2272023P13     | \$706.58           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832624                 | 3302023P5-6    | \$730.28           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832657                 | 3302023P11     | \$144.44           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832665                 | 2272023P5-6    | \$102.10           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832665                 | 3302023P5-6    | \$109.39           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832686                 | 2272023P12     | \$63.37            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832686                 | 3302023P12     | \$64.03            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832692                 | 3302023P4      | \$588.60           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832708                 | 3302023P12     | \$63.94            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832710                 | 2272023P7      | \$43.40            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832713                 | 2272023P5-6    | \$213.71           |

## **Board of County Commissioners Checks Issued**


| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832725                 | 2272023P12     | \$178.51           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832726                 | 2272023P5-6    | \$59.87            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832745                 | 2272023P5-6    | \$95.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832747                 | 2272023P12     | \$75.65            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832751                 | 2272023P12     | \$58.61            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832752                 | 2272023P12     | \$65.67            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832771                 | 3302023P11     | \$1,806.53         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832776                 | 1832776G3      | \$42.43            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832781                 | 1832781G3      | \$1,593.12         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832791                 | 3302023P5-6    | \$56.35            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832792                 | 3302023P5-6    | \$68.14            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832800                 | 2272023P13     | \$271.84           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832814                 | 1832814G3      | \$249.57           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949888                 | 1949888G3      | \$550.30           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949900                 | 1949900G3      | \$50.74            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949921                 | 1949921G3      | \$344.50           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949925                 | 1949925G3      | \$50.12            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949926                 | 1949926G3      | \$101.83           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949930                 | 1949930G3      | \$149.18           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949931                 | 1949931G3      | \$119.74           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949932                 | 1949932G3      | \$49.52            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949980                 | 1949980G3      | \$7,224.91         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949988                 | 1949988G3      | \$87.42            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2087190                 | 2087190G3      | \$67.76            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2214291                 | 2214291G3      | \$89.37            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2234712                 | 2234712G3      | \$83.66            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2248562                 | 2248562G3      | \$69.17            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832261                 | 2272023P3      | \$52.26            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832288                 | 3302023P11     | \$201.13           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832301                 | 2272023P5-6    | \$54.91            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832303                 | 3302023P1      | \$47.29            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832304                 | 2272023P5-6    | \$43.97            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832315                 | 2272023P5-6    | \$88.12            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832318                 | 3302023P5-6    | \$93.85            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832341                 | 2272023P5-6    | \$42.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832348                 | 3302023P5-6    | \$49.13            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832349                 | 3302023P5-6    | \$73.63            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832352                 | 2272023P5-6    | \$48.15            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832353                 | 3302023P1      | \$45.74            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832354                 | 3302023P1      | \$46.11            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832357                 | 3302023P5-6    | \$60.75            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832359                 | 2272023P4      | \$259.29           |

## **Board of County Commissioners Checks Issued**


| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832366                 | 2272023P5-6    | \$42.06            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832370                 | 3302023P12     | \$100.15           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832392                 | 2272023P5-6    | \$65.28            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832469                 | 3302023P5-6    | \$113.52           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832481                 | 1832481G3      | \$374.90           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832486                 | 3302023P12     | \$67.51            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832497                 | 2272023P12     | \$76.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832497                 | 3302023P12     | \$80.69            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832502                 | 3302023P3      | \$40.71            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832526                 | 3302023P11     | \$8,655.26         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832528                 | 2272023P4      | \$1,086.65         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832534                 | 2272023P12     | \$64.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832535                 | 3302023P12     | \$67.41            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832570                 | 3302023P8      | \$313.25           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832576                 | 2272023P5-6    | \$65.09            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832585                 | 1832585E3      | \$809.20           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832585                 | 3302023P7      | \$792.47           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832588                 | 2272023P8      | \$139.67           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832597                 | 2272023P10     | \$86.68            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832600                 | 2272023P12     | \$64.71            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832605                 | 2272023P5-6    | \$157.96           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832618                 | 2272023P13     | \$316.40           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832618                 | 3302023P13     | \$320.10           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832624                 | 2272023P5-6    | \$644.82           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832657                 | 2272023P11     | \$139.19           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832670                 | 2272023P11     | \$2,189.85         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832670                 | 3302023P11     | \$2,378.85         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832672                 | 2272023P2      | \$40.64            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832697                 | 3302023P5-6    | \$41.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832709                 | 3302023P7      | \$56.17            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832710                 | 3302023P7      | \$43.37            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832711                 | 2272023P12     | \$101.54           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832711                 | 3302023P12     | \$102.17           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832713                 | 3302023P5-6    | \$211.65           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832720                 | 2272023P5-6    | \$139.02           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832720                 | 3302023P5-6    | \$145.98           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832722                 | 2272023P12     | \$63.66            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832723                 | 2272023P12     | \$66.05            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832724                 | 3302023P12     | \$90.28            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832727                 | 3302023P5-6    | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832738                 | 2272023P12     | \$64.33            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832766                 | 2272023P5-6    | \$56.25            |



## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832769                 | 2272023P11     | \$1,389.33         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832770                 | 3302023P11     | \$1,251.03         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832772                 | 3302023P11     | \$1,565.64         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832773                 | 3302023P8      | \$185.21           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832779                 | 3302023P5-6    | \$430.77           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832782                 | 1832782E3      | \$295.32           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832783                 | 3302023P5-6    | \$120.74           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832798                 | 1832798G3      | \$92.67            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832807                 | 1832807G3      | \$60.70            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832848                 | 1832848G3      | \$67.94            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949923                 | 1949923G3      | \$100.53           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949928                 | 1949928G3      | \$51.17            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949940                 | 1949940G3      | \$42.96            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949982                 | 1949982G3      | \$8,696.28         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2093445                 | 2093445G3      | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2133301                 | 2133301G3      | \$252.00           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2210486                 | 2210486G3      | \$47.32            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832301                 | 3302023P5-6    | \$57.81            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832306                 | 2272023P11     | \$1,195.32         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832306                 | 3302023P11     | \$1,451.82         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832314                 | 3302023P5-6    | \$136.19           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832316                 | 3302023P5-6    | \$54.07            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832318                 | 2272023P5-6    | \$93.07            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832319                 | 2272023P5-6    | \$42.82            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832320                 | 2272023P5-6    | \$69.85            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832323                 | 2272023P5-6    | \$51.29            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832342                 | 2272023P1      | \$54.82            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832342                 | 3302023P1      | \$55.99            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832343                 | 2272023P5-6    | \$153.38           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832344                 | 2272023P1      | \$82.12            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832344                 | 3302023P1      | \$88.27            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832345                 | 3302023P5-6    | \$56.08            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832355                 | 2272023P1      | \$53.86            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832355                 | 3302023P1      | \$57.72            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832392                 | 3302023P5-6    | \$63.49            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832394                 | 2272023P11     | \$137.97           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832394                 | 3302023P11     | \$142.59           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832453                 | 2272023P8      | \$131.78           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832487                 | 2272023P12     | \$61.76            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832527                 | 3302023P4      | \$1,442.35         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832531                 | 2272023P4      | \$1,075.25         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832538                 | 3302023P5-6    | \$84.88            |

## **Board of County Commissioners Checks Issued**

| Check Number<br> | Check Date | Vendor Name                        | Transaction Description | Invoice Number | Transaction Amount |
|---|------------|------------------------------------|-------------------------|----------------|--------------------|
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832545                 | 2272023P12     | \$42.26            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832545                 | 3302023P12     | \$42.27            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832555                 | 3302023P5-6    | \$52.69            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832556                 | 2272023P5-6    | \$180.98           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832588                 | 3302023P8      | \$138.32           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832600                 | 3302023P12     | \$67.51            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832602                 | 2272023P5-6    | \$70.42            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832602                 | 3302023P5-6    | \$71.26            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832606                 | 3302023P5-6    | \$81.23            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832617                 | 3302023P13     | \$731.76           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832638                 | 2272023P8      | \$71.57            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832638                 | 3302023P8      | \$81.51            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832641                 | 3302023P8      | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832642                 | 2272023P8      | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832643                 | 2272023P8      | \$82.70            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832648                 | 2272023P8      | \$172.14           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832658                 | 3302023P11     | \$82.70            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832689                 | 3302023P5-6    | \$71.90            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832692                 | 2272023P4      | \$1,449.58         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832698                 | 2272023P5-6    | \$54.91            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832708                 | 2272023P12     | \$63.19            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832709                 | 2272023P7      | \$54.82            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832716                 | 2272023P12     | \$81.36            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832722                 | 3302023P12     | \$66.24            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832723                 | 3302023P12     | \$68.88            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832724                 | 2272023P12     | \$88.21            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832727                 | 2272023P5-6    | \$40.16            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832738                 | 3302023P12     | \$65.05            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832745                 | 3302023P5-6    | \$98.70            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832747                 | 3302023P12     | \$79.04            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832752                 | 3302023P12     | \$66.32            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832765                 | 2272023P5-6    | \$359.76           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832782                 | 3302023P7      | \$289.16           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832783                 | 2272023P5-6    | \$133.89           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832800                 | 3302023P13     | \$255.08           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832826                 | 1832826G3      | \$41.30            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832856                 | 1832586E3      | \$700.74           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832859                 | 1832859G3      | \$70.04            |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1832876                 | 1832876G3      | \$798.66           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949901                 | 1949901G3      | \$1,523.11         |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949920                 | 1949920G3      | \$151.45           |
| 267605  | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949933                 | 1949933G3      | \$53.89            |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|---------------------------|----------------|--------------------|
| 267605            | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949936                   | 1949936G3      | \$1,185.16         |
| 267605            | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949958                   | 1949958G3      | \$1,591.74         |
| 267605            | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949959                   | 1949959G3      | \$5,990.20         |
| 267605            | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 1949976                   | 1949976G3      | \$67.24            |
| 267605            | 05/05/2023 | WITHLACOOCHEE RIVER ELECTRIC CO-OP | 2179617                   | 2179617G3      | \$287.97           |
| EFT5314           | 05/02/2023 | FLORIDA DEPARTMENT OF REVENUE-VOID | MEDICAID COUNTY SHARE     | MAY23          | \$242,248.75       |
| I043023F          | 04/30/2023 | HC BCC FLEET MANAGEMENT            | 03/31 FUEL RECAP          | FLT23-057      | \$151,230.51       |
| I043023I          | 04/30/2023 | FLEET REPLACEMENT PROGRAM          | 03/31 FLEET REPLACEMENT   | FLT23-056      | \$324,987.44       |
| I043023P          | 04/30/2023 | HC VEHICLE MAINTENANCE             | 03/31 PARTS DIRECT ISSUE  | FLT23-054      | \$18,653.97        |
| I043023V          | 04/30/2023 | HC VEHICLE MAINTENANCE             | 03/31 WORK ORDER RECAP    | FLT23-055      | \$292,707.22       |
| V522073           | 05/05/2023 | ADVANCED ENVIRONMENTAL LABS INC    | WATER LABORATORY TESTING  | 728153         | \$9.00             |
| V522074           | 05/05/2023 | AIRGAS INC                         | DELIVERY/HAZMAT FEE OF OX | 9137254400     | \$40.00            |
| V522074           | 05/05/2023 | AIRGAS INC                         | REFILL OF OXYGEN CYCLINDE | 9137254399     | \$134.56           |
| V522074           | 05/05/2023 | AIRGAS INC                         | REFILL OF OXYGEN CYCLINDE | 9137254400     | \$74.06            |
| V522074           | 05/05/2023 | AIRGAS INC                         | DELIVERY/HAZMAT FEE OF OX | 9137254399     | \$40.00            |
| V522075           | 05/05/2023 | ALAN JAY FORD LINCOLN MERCURY INC  | TRUCK, 2023 CHEVY SILVERA | FPG108419      | \$38,438.00        |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158005 04/23      | 76339192       | \$78,896.16        |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158R03 04/23      | 76339187       | \$2,087.20         |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158R04 04/23      | 76339188       | \$6,515.53         |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158C04 04/23      | 76339186       | \$208.72           |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158R05 04/23      | 76339189       | \$3,756.96         |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158003 04/23      | 76339190       | \$51,971.28        |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158004 04/23      | 76339191       | \$63,659.60        |
| V522076           | 05/05/2023 | BLUE CROSS BLUE SHIELD OF FLORIDA  | GROUP 78158C03 04/23      | 76346690       | \$417.44           |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84926394       | \$7,044.13         |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84934153       | \$137.72           |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84935816       | \$75.58            |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84922035       | \$64.47            |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84932754       | \$4,184.58         |
| V522077           | 05/05/2023 | BOUND TREE MEDICAL LLC             | MEDICAL SUPPLIES, CONTRAC | 84935817       | \$107.52           |
| V522078           | 05/05/2023 | CAREATC INC                        | P/EMP/P/MNTHCHG 2/23      | INV-53688      | \$29,953.00        |
| V522078           | 05/05/2023 | CAREATC INC                        | PER HLTH ASSESS 3/23      | INV-54895      | \$2,520.00         |
| V522078           | 05/05/2023 | CAREATC INC                        | COVID19 TESTING 3/23      | INV-54971      | \$230.39           |
| V522078           | 05/05/2023 | CAREATC INC                        | P/EMP/P/MNTHCHG 4/23      | INV-54765      | \$30,185.00        |
| V522079           | 05/05/2023 | CENTRAL TESTING LABORATORY INC     | ELGIN BLVD FROM DELTONA B | 1028539        | \$45.00            |
| V522079           | 05/05/2023 | CENTRAL TESTING LABORATORY INC     | GEOTECHNICAL & MATERIAL T | 1028542        | \$175.50           |
| V522080           | 05/05/2023 | CITY OF BROOKSVILLE                | PA/COB LEASE-MAY23        | FY2023-08      | \$10,330.26        |
| V522081           | 05/05/2023 | COASTAL ENGINEERING ASSOCIATES INC | SEPTIC UPGRADE INCENTIVE  | 353780         | \$16,648.40        |
| V522082           | 05/05/2023 | COLONIAL LIFE AND ACCIDENT INS CO  | E3145463 4/23             | 401119         | \$274.42           |
| V522083           | 05/05/2023 | COMMUNITY LEGAL SERVICES OF        | 2ND QTR FY23              | JAN-MAR23      | \$13,732.55        |
| V522084           | 05/05/2023 | FERGUSON ENTERPRISES LLC           | 4" MACH 10, R900I, 20" LE | 2023674        | \$6,299.70         |
| V522084           | 05/05/2023 | FERGUSON ENTERPRISES LLC           | METER BODY ONLY           | 1999161        | \$435.00           |



## **Board of County Commissioners Checks Issued**

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|-------------------|------------|-----------------------------------|---------------------------|----------------|--------------------|
| V522085           | 05/05/2023 | FISERV                            | 3/23 PROCESS CHARGES      | 90192234       | \$289.63           |
| V522086           | 05/05/2023 | FLORIDA HANDLING SYSTEMS INC      | QTRLY MAINT BOATLFTS      | SRVCE115771    | \$750.00           |
| V522087           | 05/05/2023 | HAGAN HOLDING COMPANY             | USED OIL, SVC FEE         | 480302         | \$145.00           |
| V522088           | 05/05/2023 | HARTFORD LIFE AND ACCIDENT INS CO | 008682590001 04/23        | 486203772382   | \$45,820.17        |
| V522089           | 05/05/2023 | HARTFORD LIFE AND ACCIDENT INS CO | 008682590002 03/23        | 586206111236   | \$55,560.89        |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6442003        | \$900.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443032        | \$630.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443033        | \$342.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443039        | \$180.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443035        | \$1,035.00         |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443038        | \$180.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449344        | \$720.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449346        | \$360.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449350        | \$900.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449353        | \$810.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449354        | \$720.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449355        | \$180.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6443037        | \$540.00           |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449347        | \$1,080.00         |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449351        | \$1,915.20         |
| V522090           | 05/05/2023 | HAWKINS INC                       | CHLORINE                  | 6449356        | \$180.00           |
| V522091           | 05/05/2023 | HDR ENGINEERING INC               | PROF SVC 1/29-4/1/23      | 1200517878     | \$25,662.52        |
| V522091           | 05/05/2023 | HDR ENGINEERING INC               | LAND ACQUISITION, TITLE S | 1200515953     | \$629.68           |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | 7C5NMM8        | \$2,816.88         |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | R8YE9NG        | \$1,441.25         |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | F8GM0DM        | \$2,073.53         |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | WJA8WPS        | \$475.00           |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | Z59H6R2        | \$1,658.93         |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | 54K7ODB        | \$227.39           |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | V7HQHW4        | \$2,659.14         |
| V522092           | 05/05/2023 | HEALTH EQUITY INC                 | GROUP 53548               | Z86F8R9        | \$191.77           |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36455250       | \$2,250.92         |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36749991       | \$2,667.74         |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES          | 36610373       | \$110.70           |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES          | 36749978       | \$263.70           |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 22304767       | (\$3.30)           |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36961436       | \$2.60             |
| V522093           | 05/05/2023 | HENRY SCHEIN INC                  | MEDICAL SUPPLIES, CONTRAC | 36967585       | \$57.80            |
| V522094           | 05/05/2023 | HERNANDO COUNTY CLERK OF CIRCUIT  | REG FEE MAR 23            | 4-19-23        | \$521.00           |
| V522094           | 05/05/2023 | HERNANDO COUNTY CLERK OF CIRCUIT  | MAR COMM 2023             | MAR23          | \$6,796.27         |
| V522095           | 05/05/2023 | IMAGE TREND INC                   | CRITICAL CARE HOSTING     | 142400         | \$618.00           |
| V522095           | 05/05/2023 | IMAGE TREND INC                   | CRITICAL CARE SUPPORT     | 142400         | \$1,648.00         |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description   | Invoice Number | Transaction Amount |
|-------------------|------------|------------------------------------|---------------------------|----------------|--------------------|
| V522096           | 05/05/2023 | INTEGRITY RESOURCES STAFFING INC   | 390 WE 3/26/23            | 13-29914       | \$336.96           |
| V522096           | 05/05/2023 | INTEGRITY RESOURCES STAFFING INC   | 360 WE 3/26/23            | 13-29918       | \$1,350.20         |
| V522096           | 05/05/2023 | INTEGRITY RESOURCES STAFFING INC   | 305 WE 4/23/23            | 13-30087       | \$496.32           |
| V522097           | 05/05/2023 | KENNETH WARNSTADT ESQ              | 10/5 SPEC MSTR HEARNG     | 3-31-23        | \$1,575.00         |
| V522098           | 05/05/2023 | KIMLEY-HORN AND ASSOCIATES INC     | HERNANDO SOCIOECONOMIC DA | 24502332       | \$3,328.50         |
| V522098           | 05/05/2023 | KIMLEY-HORN AND ASSOCIATES INC     | CITRUS SOCIOECONOMIC DATA | 24502332       | \$5,991.30         |
| V522098           | 05/05/2023 | KIMLEY-HORN AND ASSOCIATES INC     | REGIONAL COORDINATION & T | 24502332       | \$1,214.48         |
| V522098           | 05/05/2023 | KIMLEY-HORN AND ASSOCIATES INC     | GOALS, OBJECTIVES, PERFOR | 24502332       | \$2,678.88         |
| V522098           | 05/05/2023 | KIMLEY-HORN AND ASSOCIATES INC     | TASK 2. CITRUS COUNTY COR | 24502331       | \$10,531.84        |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044175       | \$50.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044207       | \$2,115.72         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044228       | \$27.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044058       | \$165.89           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044088       | (\$500.00)         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044188       | \$190.62           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044198       | \$288.00           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044213       | \$1,085.96         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044225       | \$146.18           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044258       | \$48.18            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044260       | \$166.05           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044063       | \$131.22           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044071       | \$428.00           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044075       | \$140.20           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044083       | \$20.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044118       | \$1,720.00         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044142       | \$4,742.40         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044199       | \$264.70           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044200       | \$132.35           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044235       | \$2,682.00         |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044292       | \$49.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044096       | \$388.35           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044103       | \$26.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044112       | \$116.20           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044126       | \$337.43           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044129       | \$365.52           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044157       | \$27.70            |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044170       | \$200.58           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044187       | \$773.39           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044197       | \$438.72           |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR | 10044205       | \$460.27           |

## **Board of County Commissioners Checks Issued**

| Check Number<br>▲ | Check Date | Vendor Name                        | Transaction Description    | Invoice Number | Transaction Amount    |
|-------------------|------------|------------------------------------|----------------------------|----------------|-----------------------|
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR  | 10044242       | \$495.00              |
| V522100           | 05/05/2023 | MILLER BROS GIANT TIRE SERVICE INC | TIRES, PURCHASES & REPAIR  | 10044268       | \$272.70              |
| V522101           | 05/05/2023 | NATURE COAST OFFICIALS/UMPIRES INC | OFFICIATING SERVICES - FO  | 4-21-23        | \$1,860.00            |
| V522102           | 05/05/2023 | PRESS PROPERTIES LLC               | SAO LEASE-MAY 23           | MAY 23         | \$750.00              |
| V522103           | 05/05/2023 | PUBLIC TRUST ADVISORS LLC          | HCBOCC MAR 2023            | 316160         | \$8,037.87            |
| V522104           | 05/05/2023 | REPUBLIC SERVICES OF FLORIDA LP    | 307620014153 3300280       | 762003300280   | \$334.01              |
| V522105           | 05/05/2023 | RING POWER CORP                    | OUTSIDE REPAIRS AND RENTA  | 13WC8636425    | \$2,492.32            |
| V522106           | 05/05/2023 | SAULNIER ENTERPRISES INC           | MONTHLY SERVICE ON AIRFIE  | 6312           | \$1,900.00            |
| V522106           | 05/05/2023 | SAULNIER ENTERPRISES INC           | MONTHLY SERVICE ON MALSR   | 6312           | \$150.00              |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370169305     | \$57.10               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | ENGINEER UNIFORM SERVICES  | 3370168462     | \$5.33                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | METER READER UNIFORM SERV  | 3370168463     | \$40.63               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV  | 3370166217     | \$31.27               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV  | 3370169306     | \$31.27               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | UNIFORMS-HHW/SQG           | 3370166166     | \$4.18                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV  | 3370166213     | \$4.17                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | UNIFORMS-OFF PPR/MTL       | 3370166166     | \$5.46                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | WASTEWATER UNIFORM SERVICE | 3370168446     | \$192.28              |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | WATER UNIFORM SERVICES: P  | 3370168446     | \$171.63              |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166205     | \$33.48               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166207     | \$30.15               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166209     | \$30.15               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166213     | \$59.10               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166208     | \$30.15               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | CLOTHING, APPAREL, UNIFOR  | 3370166210     | \$19.33               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | RELATED PRODUCTS AND SERV  | 3370169305     | \$14.97               |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | UNIFORMS-CONV CTRS         | 3370166166     | \$3.65                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | UNIFORMS-TIRES             | 3370166166     | \$0.33                |
| V522107           | 05/05/2023 | UNIFIRST CORPORATION               | UNIFORMS-YARD WASTE        | 3370166166     | \$67.34               |
| V522108           | 05/05/2023 | WSP USA INC                        | 31401556.008 TSK O 11      | 1291263        | \$7,359.05            |
| V522108           | 05/05/2023 | WSP USA INC                        | 31405890.001 TSK O 1       | 1291217        | \$3,047.68            |
| V522109           | 05/05/2023 | WSP USA ENVIRONMENT                | PROF SVC THRU 3/31/23      | F17109985      | \$2,104.84            |
| <b>Summary</b>    |            |                                    |                            |                | <b>\$2,443,172.34</b> |

Note: If Vendor Name is "VOID-VOID-VOID", this signifies a payroll ACH Transaction  
 If Check Number begins with "EFT", this payment was processed electronically  
 If Check Number begins with "I", this payment was an internal payment within BCC departments  
 If Check Number begins with "V" this payment was an ACH payment to a Vendor electronically





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: BCC Records  
Prepared By: Heidi Kurppe  
Initiator: Heidi Kurppe  
DOC ID: 12272  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Approval of Minutes for Interlocal Governmental Meeting of March 30, 2023

#### BRIEF OVERVIEW

The attached Minutes for the Interlocal Governmental Meeting of the Board of County Commissioners With Hernando County School Board and Brooksville City Council on March 30, 2023, are submitted for review and approval.

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

N/A

#### RECOMMENDATION

The attached Minutes for the Interlocal Governmental Meeting of the Board of County Commissioners With Hernando County School Board and Brooksville City Council on March 30, 2023, are submitted for review and approval.

#### REVIEW PROCESS

|               |          |                    |
|---------------|----------|--------------------|
| Heidi Kurppe  | Approved | 05/11/2023 4:51 PM |
| Colleen Conko | Approved | 05/12/2023 7:56 AM |



# Hernando County Board of County Commissioners, School Board, and Brooksville City Council Interlocal Governmental Meeting

## Special Meeting

### Minutes

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March 30, 2023

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### CALL TO ORDER

The meeting was called to order at 9:00 a.m. on Thursday, March 30, 2023, at Pasco-Hernando State College North Campus, Brooksville, Florida.

#### Members of the Board of County Commissioners and staff were:

| <u>Attendee Name</u> | <u>Title</u>                  |
|----------------------|-------------------------------|
| John Allocco         | Chairman                      |
| Elizabeth Narverud   | Vice Chairman                 |
| Steve Champion       | Second Vice Chairman          |
| Jerry Campbell       | Commissioner                  |
| Brian Hawkins        | Commissioner                  |
| Jon Jouben           | County Attorney               |
| Michelle Miller      | Planning Administrator        |
| Tobey Phillips       | Deputy County Administrator   |
| Aaron Pool           | Development Services Director |
| Jeffrey Rogers       | County Administrator          |
| Heidi Kurppe         | Deputy Clerk                  |

Comm. Elizabeth Narverud was not present when the meeting began.

#### Members of the Hernando County School board and School District staff were:

| <u>Attendee Name</u> | <u>Title</u>                                      |
|----------------------|---|
| Gus Guadagnino       | Chairman  |
| Susan Duval          | Vice Chairman                                     |
| Mark Johnson         | School Board Member                               |
| Linda Prescott       | School Board Member                               |
| Shannon Rodriguez    | School Board Member                               |
| Dennis Alfonso       | School Board Attorney                             |
| Jim Lipsey           | Manager of Planning, Design and Construction      |
| Gina Michalicka      | Assistant Superintendent of Teaching and Learning |
| John Stratton        | School District Superintendent                    |

**Members of the Brooksville City Council and staff were:**

| <b><u>Attendee Name</u></b> | <b><u>Title</u></b> |
|-----------------------------|---------------------|
| Blake Bell                  | Mayor               |
| David Bailey                | Vice Mayor          |
| Thomas Bronson              | Council Member      |
| Christa Tanner              | Council Member      |
| Casey Thieryung             | Council Member      |
| Ronald Snowberger           | City Manager        |

**Invocation****Pledge of Allegiance****AUTHORITY AND PURPOSE OF JOINT MEETING**

Comm. Narverud joined the meeting.

**DISCUSSION OF TOPICS****Discussion Regarding Housing Development and Growth Trends****Discussion Regarding School Capacity and Growth Trends****RECESS/RECONVENE**

The Board recessed at 10:45 a.m. and reconvened at 11:00 a.m.

**Discussion Regarding Impact Fee Update****RECESS/RECONVENE**

The Board recessed at 12:10 p.m. and reconvened at 12:45 p.m.

**NEXT MEETING**

There was consensus of the government bodies for the Brooksville City Council to organize the next Interlocal Government meeting.

**DISCUSSION TOPICS****Discussion Regarding Proposed Interlocal Agreement With Hernando County School Board for Mutual Use of County Facilities**

There was consensus of the Board of County Commissioners, Hernando County School Board and Brooksville City Council to include Brooksville City Council in the Interlocal Agreement for Mutual Use of County Facilities and for the three government bodies to direct



their staff to work together to draft the revised Interlocal Agreement for Mutual Use of County Facilities.

**Discussion Regarding Potential Revisions to Interlocal Agreement With Hernando County School Board and City of Brooksville**

**Discussion Regarding Topics of Concern Within County**

**CITIZENS' COMMENTS**

There were no citizens' comments.

**ADJOURNMENT**

The meeting was adjourned at 1:35 p.m.



## Board of County Commissioners

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 12267  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Correspondence From Brooksville Main Street, Inc., Chairman Christopher Rhodes,  
Regarding Off-Site Alcohol Consumption at Brooksville Blueberry Festival

#### BRIEF OVERVIEW

Received a copy of the attached letter from Christopher Rhodes, Chairman of Brooksville Main Street, Inc., (BMS) regarding a misunderstanding between 1946 Beer, Wine and Small Plates and Brooksville Blueberry Festival event co-hosts, John Lee and BMS.

A complaint was filed with the Department of Business and Professional Regulation alleging of unlicensed activity on the part of 1946 Beer, Wine and Small Plates. As an unintended consequence, certain segments of social media and public discourse are casting aspirations on the motives and intent of BMS, its Board of Directors and its Executive Director.

It is the intent of the Brooksville Main Street, Inc., Board of Directors to work diligently with those to resolve this matter and the BMS Board will move forward by adopting written event policies related to alcohol sales, and will provide such policies to all businesses within its district, so that any business serving alcohol will fully understand BMS requirements with regard to alcohol sales and consumption at its events.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action by the Board is required.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Heidi Kurppe   | Approved | 05/11/2023 9:34 AM  |
| Scott Herring  | Approved | 05/11/2023 11:21 AM |
| Jeffrey Rogers | Approved | 05/14/2023 10:10 PM |
| Colleen Conko  | Approved | 05/15/2023 10:01 AM |

May 2, 2023

Mayor Blake Bell  
City of Brooksville  
201 Howell Avenue  
Brooksville, FL 34601



John Allocco, Chairperson  
Hernando County Commission  
15470 Flight Path Dr.  
Brooksville, FL 34604

Dear Mayor Bell and Chair Allocco:

I am writing to provide clarification regarding a dispute that occurred on Saturday April 29, 2023 at the Brooksville Blueberry Festival arising out of a misunderstanding between 1946 Beer, Wine + Small Plates and the Brooksville Blueberry Festival event co-hosts, John Lee and Brooksville Main Street.

Brooksville Main Street, Inc. (BMS), as a 501(c)(3) charitable organization, obtained a charitable entity temporary alcohol event permit for the Brooksville Blueberry Festival. This permits BMS to sell and serve, and for patrons to consume, alcohol within the boundaries of the Licensed Premises. The Licensed Premises consists of the event street closure footprint. As this is a fundraiser for BMS and other not-for-profits, BMS is the only seller of alcohol within the Brooksville Main Street Licensed Premises; those dispensing alcohol at the Brooksville Blueberry Festival are charitable organizations who only receive tip donations.

The Bistro is wholly located within the Brooksville Main Street Licensed Premises, and it holds its own alcohol permit; its permit does not provide for off-site consumption. All alcohol is consumed on-site within The Bistro (e.g. within the restaurant), typically with meal service. The Bistro works to ensure that no alcohol is removed from their restaurant. BMS has worked closely with The Bistro so that both BMS and The Bistro are adhering to their respective alcohol permit requirements; and Brooksville Main Street has not ever had problems with The Bistro patrons leaving The Bistro Licensed Premises with open containers or alcohol sold by The Bistro. When The Bistro does set up a bar to serve alcohol outside the restaurant for special events, it has always obtained a temporary extension of its licensed premises, so that off-site consumption is not a compliance issue.

The Brooksville Main Street Licensed Premises extends through to the end of the street on Brooksville Avenue, but does not include the sidewalk. Therefore, 1946 Beer, Wine + Small Plates was not within the boundaries of the Brooksville Main Street Licensed Premises. 1946 Beer, Wine + Small Plates has its own alcohol permit which allows it to sell and serve, and their patrons to consume, alcohol within its own licensed premises. It is BMS's understanding that the Licensed Premises for 1946 Beer, Wine + Small Plates includes the building, the patio and the parking lot up to but not including the sidewalks along Brooksville Avenue and Broad Street. Even if 1946 Beer, Wine + Small Plates were within the Brooksville Main Street Licensed



Premises, 1946 patrons would not be allowed to leave the 1946 Beer and Wine Licensed Premises with alcohol sold by 1946 as that would be considered off-site consumption which is not provided for in the type of permit 1946 holds. In addition, it would also be considered outside sales alcohol which would not be permitted within the Brooksville Main Street Licensed Premises. In working with 1946 Beer, Wine + Small Plates, BMS was informed of its plans to set up seating and service in its own parking lot to which BMS had no objections and was fully supportive of. However, it did raise a concern as to the free flow of pedestrian traffic between the 1946 Beer, Wine + Small Plates Licensed Premises and the Brooksville Main Street Licensed Premises. To the extent any of the Brooksville Blueberry Festival attendees or 1946 patrons had alcohol in-hand, e.g. as sold by BMS or as sold by 1946, entry into the other parties' licensed premises would be off-site consumption and would run afoul of alcohol permitting requirements for both parties.

Therefore, in addition to signage along the exterior boundaries of the event stating, "No Outside Alcohol Permitted," for crowd control purposes and to enforce alcohol permit compliance requirements, barricades were erected along Brooksville Ave. This was to prevent 1946 Beer, Wine + Small Plates patrons from leaving the 1946 Beer, Wine + Small Plates Licensed Premises and entering the Brooksville Main Street Licensed Premises with alcohol which would run afoul of the licensed premises restrictions for both BMS and 1946; and it would prevent Brooksville Blueberry Festival attendees with alcohol from entering into 1946 Beer, Wine + Small Plates Licensed Premises. At the start of the day, the barricades ended at the corner of Brooksville Ave and Broad Street. However, due to the frequency of 1946 patrons leaving the 1946 Beer, Wine + Small Plates Licensed Premises with alcohol and entering the Brooksville Main Street Licensed Premises, additional barricades were added along Broad Street to further restrict the possible off-site consumption of alcohol by 1946 patrons. 1946 took issue with the installation and extension of the barricades.

The installation of the barricades were the right thing to do to comply with the consumption restrictions on licensed premises for both BMS and 1946. However, the unintended consequence of the barricades, was to impede 1946's access to its dumpster for trash disposal. And, as a result of miscommunication, uncordial tones, and inarticulate explanations between Festival personnel and the business owner, matters needlessly escalated.

To resolve the issue, a BMS Board member met with the a business owner from 1946 Beer, Wine + Small Plates, and it was agreed that 1946 Beer, Wine + Small Plates would be responsible for ensuring their patrons did not leave the 1946 Beer, Wine + Small Plates Licensed Premises with alcohol, that additional signage would be placed at the perimeter of 1946 Beer, Wine + Small Plates to give notice to its patrons not to leave the premises with alcohol, and BMS would remove one of the barricades to allow for access along Broad Street at the corner of the 1946 Beer, Wine + Small Plates premises. In addition, BMS volunteered to collect 1946 Beer, Wine + Small Plate's trash since it did not have access to its dumpster.

In addition, 1946 Beer, Wine + Small Plates was provided additional information of what actions it could take to participate in future events by obtaining a temporary extension of its licensed premises for special events. 1946 Beer, Wine + Small Plates did not have such temporary

extension of it licensed premises for the Brooksville Blueberry Festival. Had it had one, no barricades would have been necessary.

BMS works diligently to involve as many business within its district in its events, and we support businesses efforts to succeed. However, it is in everyone's best interest, when alcohol is involved, that all parties adhere to the law and any alcohol license compliance requirements be met. That was the sole basis of BMS's actions.

The BMS Board will move forward by adopting written event policies related to alcohol sales, and provide such policies to all businesses within its district, so that any business serving alcohol will be fully apprised of BMS requirements with regard to alcohol sales and consumption at its events.

Late yesterday evening, BMS was made aware that a complaint was filed with the Department of Business and Professional Regulation alleging unlicensed activity on the part of 1946 Beer, Wine + Small Plates. The complainant was Mr. John Lee, and listed as a witness/additional complainant was Natalie Kahler, Executive Director for Brooksville Main Street. It is an unfortunate that such circumstances have arisen; and we find ourselves in the midst of this dispute. As an unintended consequence, certain segments of social media and public discourse are casting aspersions on the motives and intent of Brooksville Main Street, its Board of Directors and its Executive Director.

To be clear, at no time did BMS contemplate filing such complaint. In fact, BMS was diligently working in the hopes of avoiding any compliance issues for either BMS or 1946 Beer, Wine + Small Plates. The complaint was filed without notice to or consent from the BMS Board of Directors or Ms. Kahler, its Executive Director. Given the mission of BMS, we want to support and encourage businesses in the Main Street District, and pursuing such a complaint would be contrary to our mission.

On behalf of the Brooksville Main Street Board of Directors, we want you to know that we will continue to work diligently with those involved in the hopes of influencing the parties to resolve this matter. We are grateful for your ongoing support, and appreciate all that you do to help Brooksville Main Street be successful in enhancing the economic vitality of the historic downtown Brooksville Main Street district.

If you should wish to speak with Brooksville Main Street any further about this matter, please feel free to contact Jennifer Rey, who is the BMS Board Member designated to facilitate BMS's response to this issue. She can be reached at 352-799-8423.

Sincerely,

A handwritten signature in black ink that reads "Christopher Rhodes". The signature is written in a cursive, flowing style.

Christopher Rhodes  
Chair, Board of Directors



## Board of County Commissioners

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 12227  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Notice of Conditional Use Permit Actions Taken by Planning and Zoning Commission on May 8, 2023

#### BRIEF OVERVIEW

Attached is a memorandum from Senior Planner Omar De Pablo regarding Conditional Use Permit actions taken by the Planning and Zoning Commission (P&Z) on May 8, 2023. On that date the P&Z voted on the following:

- Voted to approve a conditional use permit for a temporary security residence, as petitioned by Gilles Pierce (File No. CU2213).
- Voted to approve a conditional use permit for temporary security residence and a temporary storage shed, as petitioned by Penny J. Johnson (File CU2302).
- Voted to approve a conditional use permit for a second residence, as petitioned by Robert Perry (File No. CU2203).
- Voted to approve a conditional use permit for a seconded residence, as petitioned by Jason Tippin (File No. CU2304).

According to Appendix A, Zoning, Article V, Section 4(H) of the Hernando County Code of Ordinance, the Board, by a majority vote, may decide to review any conditional use decision rendered by the P&Z. If at least a majority of the governing body do not vote to review the P&Z decision within thirty (30) days, the P&Z decision shall be deemed final and subject only to review by the circuit court.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action is required by the Board.

#### REVIEW PROCESS

|                 |          |                    |
|-----------------|----------|--------------------|
| Michelle Miller | Approved | 05/11/2023 8:35 AM |
| Pamela Hare     | Approved | 05/11/2023 9:29 AM |
| Kyle Benda      | Approved | 05/11/2023 9:56 AM |
| Heidi Kurppe    | Approved | 05/11/2023 4:53 PM |
| Scott Herring   | Approved | 05/11/2023 5:22 PM |



Jeffrey Rogers  
Colleen Conko

Approved  
Approved


05/14/2023 9:43 PM  
05/15/2023 10:02 AM

May 10, 2023

**MEMORANDUM**

**TO:** Honorable Chairman and Members of the Board of County Commissioners

**VIA:** Jeffrey Rogers, County Administrator  
County Administrator's Office

**FROM:** Cesar Omar DePablo, Senior Planner   
Planning Department

**SUBJECT: Conditional Use Actions by the Planning and Zoning Commission on May 8, 2023**

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For the Board's information, on May 8, 2023, the Planning and Zoning Commission (P&Z) held a duly advertised public hearing to consider an advertised request for a Conditional Use Permit(s). Attached to this memorandum is (are) the staff report(s) and action(s) of the P&Z on the Conditional Use Permit request(s) at that scheduled public hearing.

A notification letter was sent on Wednesday, May 11, 2023, to inform the petitioner(s) of the P&Z action(s). According to Appendix A, Zoning, Article V, Section 4(H) of the Hernando County Code of Ordinances, the Board of County Commissioners, by a majority vote, may decide to review any conditional use permit decision rendered by the P&Z. If at least a majority (three (3) members) of the governing body do not vote to review the P&Z decision within thirty (30) days, which would be Wednesday, June 7, 2023, (calculated from the date of the P&Z decision), the P&Z decision shall be deemed final and subject only to review by the circuit court.

The review of decision by the BCC would occur on the regular BCC hearing date of Tuesday, July 11, 2023, (calculated from the date of the P&Z decision). "Public notice" for this hearing shall mean publication of notice of the time, place and purpose of such hearing one (1) time in a newspaper of general circulation in the county, such publication to be at least five (5) days prior to such hearing, and such notice shall be posted in a conspicuous place or places around such lots, parcels, or tracts of land as may be involved in the hearing. Affidavit proof of the required publication and posting of the notice shall be presented at the hearing.

The Board may affirm, modify or reverse the decision of the P&Z at the hearing.

**Copies:** Applicant's File

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: May 8, 2023

**APPLICANT:** Gilles Pierce

**FILE NUMBER:** CU-22-13

**REQUEST:** Conditional Use Permit for a Temporary Security Residence

**GENERAL LOCATION:** North side of Grindstone Drive, approximately 115' from its intersection with Table Rock Drive

**PARCEL KEY NUMBER:** 833726

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### APPLICANT'S REQUEST

The petitioner has submitted a request for a conditional use permit for a temporary security residence on a 0.5-acre parcel for the construction of a homestead. The proposed security residence is 8' x 30'. The RV will continue to provide security for the site and allow the petitioner to be near the home during its completion over the next year.

### SITE CHARACTERISTICS

**Site Size:** 0.5 acres

**Surrounding Zoning  
& Land Uses:** North: R-1C (Residential)  
South: R-1C (Residential)  
East: R-1C (Residential)  
West: R-1C (Residential)

**Current Zoning:** R-1C (Residential)

**Future Land Use  
Map Designation:** Residential

### UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) does not currently supply water or sewer service to this parcel. Water and sewer service are not available to this parcel. HCUD has no objection to the requested Conditional Use to allow occupancy of a temporary RV dwelling on site during final months of construction of the permanent residence being built.



## **ENGINEERING REVIEW**

The site is located on the north side of Grindstone Drive, approximately 115' from its intersection with Table Rock Drive. The Engineering Department has reviewed the request and indicated the following: This site is entirely within Flood Zone "AE, (El. 65.0)", Access is limited by flooding.

## **LAND USE REVIEW**

Minimum Building Setbacks Required in the R-1C (Residential) District:

- Front: 25'
- Side: 7'
- Rear: 20'

A conditional use permit is intended to be used as a special permit which temporarily allows uses not otherwise permitted by the ordinance. The Commission has the ability to grant a conditional use permit for a period up to two years if they determine that a hardship exists.

## **NOTICE OF APPLICANT RESPONSIBILITY**

*The conditional use permit process is a land use determination and does not constitute a permit for either construction, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

## **STAFF RECOMMENDATION:**

It is recommended that the Planning and Zoning Commission determine whether a hardship exists; if such a determination is made, the Planning & Zoning Commission may approve the request for a Temporary Security Residence for a period of up to one (1) year with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The petitioner shall remove the security residence upon termination of the permit, or when the hardship no longer exists.
3. The petitioner must receive Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System. This approval shall be provided to the zoning department as a part of the conditional use permit.

4. The conditional use shall expire on May 8, 2024. At this time the applicant may apply for a renewal for an additional two years.

**P&Z ACTION:**

On May 8, 2023, the Planning and Zoning Commission voted 4-0 to approve the request for a Conditional Use Permit for Temporary Security Residence for a period of up to one (1) year with the following unmodified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The petitioner shall remove the security residence upon termination of the permit, or when the hardship no longer exists.
3. The petitioner must receive Health Department approval of an appropriate Onsite Sewage Treatment and Disposal System. This approval shall be provided to the zoning department as a part of the conditional use permit.
4. The conditional use shall expire on May 8, 2024. At this time the applicant may apply for a renewal for an additional two years.

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: May 8, 2023

**APPLICANT:** Penny Johnson

**FILE NUMBER:** CU-23-02

**REQUEST:** Conditional Use Permit for Temporary Security Residence and a Temporary Storage Shed

**GENERAL LOCATION:** East side of 8th Isle Dr., approximately 111' from its intersection with Gulf Coast Dr.

**PARCEL KEY NUMBER:** 163780

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### APPLICANT'S REQUEST

The petitioner has submitted a request for a conditional use permit for a temporary security residence on a 0.2 acre parcel for the construction of their home, and a temporary storage shed for safe storage of building materials.

### SITE CHARACTERISTICS

**Site Size:** 2.4 acres

**Surrounding Zoning & Land Uses:**

- North: R-1B (Residential)
- South: R-1B (Residential)
- East: Water, R-1B (Residential)
- West: R-1B (Residential)

**Current Zoning:** R-1B (Residential)

**Future Land Use Map Designation:** Residential

### UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) does not currently supply water or sewer service to this parcel. There is an existing 2-inch water main on the west side of 8<sup>th</sup> Isle Drive. There is an existing 8-inch sewer gravity main in 8<sup>th</sup> Isle Drive. HCUD has no objection to the request subject to connection to the central water and sewer systems at time of vertical construction of the permanent residence.

**NOTE:** If sewer service is desired while RV is on site, please contact HCUD Sewer Operations for details.



## **ENGINEERING REVIEW**

The site is located on the East side of 8th Isle Dr., approximately 111' from its intersection with Gulf Coast Dr. The Engineering Department has reviewed the request and indicated the following: This property is located in Coastal Zone "AE, (EI.13)", on the coastal side of the Limit of Moderate Wave Action Line (LiMWA).

## **LAND USE REVIEW**

Minimum Building Setbacks Required in the R-1B (Residential) District where parcels were created prior to the adoption of the original Land Use Regulations, Ordinance No. 72-3, and the lots front on a street with a waterway to the rear:

- Front: 20'
- Side: 10'
- Rear: 15'

A conditional use permit is intended to be used as a special permit which temporarily allows uses not otherwise permitted by the ordinance. The Commission can grant a conditional use permit for a period up to two years if they determine that a hardship exists.

## **NOTICE OF APPLICANT RESPONSIBILITY**

*The conditional use permit process is a land use determination and does not constitute a permit for either construction, or use of, the property, or a Certificate of Concurrence. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

## **STAFF RECOMMENDATION:**

It is recommended that the Planning and Zoning Commission determine whether a hardship exists; if such a determination is made, the Planning & Zoning Commission may approve the request for a Temporary Security Residence for a period of up to one (1) year with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The proposed RV shall meet the setbacks of the R-1B (Residential) zoning district.
  - Front: 20'
  - Side: 10'
  - Rear: 15'

## **P&Z CONDITIONAL USE RESULTS FROM MAY 8, 2023, PG. 7**

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3. The Conditional Use Permit shall expire on May 8, 2024.
4. The petitioner shall be required to connect to the central water and sewer systems at time of vertical construction of the permanent residence. If sewer service is desired while RV is on site, the petitioner shall coordinate with HCUD Sewer Operations for details.

### **P&Z ACTION:**

On May 8, 2023, the Planning and Zoning Commission voted 4-0 to approve the request for a Temporary Security Residence for a period of up to one (1) year with the following unmodified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The proposed RV shall meet the setbacks of the R-1B (Residential) zoning district.
  - Front: 20'
  - Side: 10'
  - Rear: 15'
3. The Conditional Use Permit shall expire on May 8, 2024.
4. The petitioner shall be required to connect to the central water and sewer systems at time of vertical construction of the permanent residence. If sewer service is desired while RV is on site, the petitioner shall coordinate with HCUD Sewer Operations for details.

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: May 8, 2023

**APPLICANT:** Robert Perry

**FILE NUMBER:** CU-23-03

**REQUEST:** Conditional Use Permit for Second Residence

**GENERAL LOCATION:** South side of Hiawatha Blvd., across from its intersection with Oakview Dr.

**PARCEL KEY NUMBER:** 1385

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### APPLICANT'S REQUEST

The applicant is requesting approval to place a second residence on their property, specifically an RV, due to medical hardship. The petitioner has provided a physician's letter indicating the need for assistance in his daily activities; the letter is part of the public record file.

### SITE CHARACTERISTICS

**Site Size:** 2.4 acres

#### Surrounding Zoning

**& Land Uses:** North: AG (Agricultural)  
South: AG (Agricultural)  
East: AG (Agricultural)  
West: AG (Agricultural)

**Current Zoning:** AG (Agricultural)

**Future Land Use  
Map Designation:** Rural

### UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) does not currently supply water or sewer service to this parcel. Water and sewer service are not available to this parcel. HCUD has no objection to the request subject to Health Department approval of any upgrades to the Onsite Sewage Treatment and Disposal System that may be necessary.



## **ENGINEERING REVIEW**

The site is located on the South side of Hiawatha Blvd., across from its intersection with Oakview Dr.. The Engineering Department has reviewed the request and indicated the following: This property is within Flood Zone "X", outside the 1% annual chance floodplain.

## **LAND USE REVIEW**

Minimum Building Setbacks Required in the AG (Agricultural) District:

- Front: 75'
- Side: 35'
- Rear: 50'

A conditional use permit is intended to be used as a special permit which temporarily allows uses not otherwise permitted by the ordinance. The Commission can grant a conditional use permit for a period up to two years if they determine that a hardship exists.

## **NOTICE OF APPLICANT RESPONSIBILITY**

*The conditional use permit process is a land use determination and does not constitute a permit for either construction, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

## **STAFF RECOMMENDATION:**

It is recommended that the Planning and Zoning Commission determine whether a hardship exists; if such a determination is made, the Planning & Zoning Commission may approve the request for a Temporary Security Residence for a period of up to two (2) year with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. No attachments or other structures shall be erected on the property or attached to the RV.
3. Please be advised that soils and habitat are suitable for gopher tortoise. Care should be taken to avoid gopher tortoise burrows while setting up the RV.

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**P&Z CONDITIONAL USE RESULTS FROM MAY 8, 2023, PG. 10**

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4. The proposed RV shall meet the setbacks of the AG (Agricultural) zoning district.
  - Front: 75'
  - Side: 25'
  - Rear: 50'
4. Water shall be provided from the main house via hookup and septage shall be emptied and disposed of at a Health Department approved location.
5. The Conditional Use Permit shall expire on May 8, 2025.

**P&Z ACTION:**

On May 8, 2023, the Planning and Zoning Commission voted 4-0 to approve the request for a Temporary Security Residence for a period of up to two (2) year with the following unmodified performance conditions:

5. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
6. No attachments or other structures shall be erected on the property or attached to the RV.
7. Please be advised that soils and habitat are suitable for gopher tortoise. Care should be taken to avoid gopher tortoise burrows while setting up the RV.
8. The proposed RV shall meet the setbacks of the AG (Agricultural) zoning district.
  - Front: 75'
  - Side: 25'
  - Rear: 50'
4. Water shall be provided from the main house via hookup and septage shall be emptied and disposed of at a Health Department approved location.
5. The Conditional Use Permit shall expire on May 8, 2025.

## STAFF REPORT

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**HEARINGS:** Planning & Zoning Commission: May 8, 2023

**APPLICANT:** Jason Tippin

**FILE NUMBER:** CU-23-04

**REQUEST:** Renewal of a Conditional Use Permit for a Second Residence

**GENERAL LOCATION:** East side of Wishbone Rd. approximately 383' from its intersection with Mondon Hill Rd.

**PARCEL KEY NUMBER:** 1336307

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### APPLICANT'S REQUEST

The petitioner has submitted a request for the renewal of a conditional use permit for a second residence on a 1.9-acre parcel for the construction of a homestead on a separate property. The request is due to unforeseen delays in construction. Originally the builder provided a completion timeline of 270 days after "start of construction." Since the commencement of the contract the completion date has been moved out three times with the new date at the end of March. The petitioner is requesting an extension to cover the overlap in the Conditional Use Permits' date and provide an additional buffer should construction be delayed once again.

### SITE CHARACTERISTICS

**Site Size:** 1.9 acres

**Surrounding Zoning  
& Land Uses:** North: AG (Agricultural)  
South: AG (Agricultural)  
East: AG (Agricultural)  
West: AG (Agricultural)

**Current Zoning:** AG (Agricultural)

**Future Land Use  
Map Designation:** Rural

### UTILITIES REVIEW

The Hernando County Utilities Department (HCUD) has indicated that they do not currently supply water or sewer service to this parcel. Water and sewer service are not available to this parcel. HCUD has no objection to the requested Conditional Use extension allowing a temporary RV dwelling on site due to the delayed construction of the permanent residence being built.



## **ENGINEERING REVIEW**

The site is located at the East side of Wishbone Rd. approximately 383' from its intersection with Mondon Hill Rd. The Engineering Department has reviewed the request and indicated that they have no concerns about this request.

## **LAND USE REVIEW**

Minimum Building Setbacks Required in the AG (Agricultural) District:

- Front: 75'
- Side: 25'
- Rear: 50'

A conditional use permit is intended to be used as a special permit which temporarily allows uses not otherwise permitted by the ordinance. The Commission has the ability to grant a conditional use permit for a period up to two years if they determine that a hardship exists.

## **NOTICE OF APPLICANT RESPONSIBILITY**

*The conditional use permit process is a land use determination and does not constitute a permit for either construction, or use of, the property, or a Certificate of Concurrency. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowner associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

## **STAFF RECOMMENDATION:**

It is recommended that the Planning and Zoning Commission determine whether a hardship exists; if such a determination is made, the Planning & Zoning Commission may approve the request for a Temporary Security Residence for a period of up to one (1) year with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. No attachments or other structures shall be erected on the property or attached to the RV.
3. The proposed RV shall meet the setbacks of the AG/ (Agricultural) zoning district.
  - Front: 75'
  - Side: 25'
  - Rear: 50'

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**P&Z CONDITIONAL USE RESULTS FROM MAY 8, 2023, PG. 13**

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4. Water shall be provided from the main house via hookup and septage shall be emptied and disposed of at a Health Department approved location.
5. The Conditional Use Permit shall expire on May 8, 2024.

**P&Z ACTION:**

On May 8, 2023, the Planning and Zoning Commission voted 4-0 to approve the request for a Temporary Security Residence for a period of up to one (1) year with the following unmodified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. No attachments or other structures shall be erected on the property or attached to the RV.
3. The proposed RV shall meet the setbacks of the AG/ (Agricultural) zoning district.
  - Front: 75'
  - Side: 25'
  - Rear: 50'
4. Water shall be provided from the main house via hookup and septage shall be emptied and disposed of at a Health Department approved location.
5. The Conditional Use Permit shall expire on May 8, 2024.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Finance  
Prepared By: Shanon Aguayo  
Initiator: Joshua Stringfellow  
DOC ID: 12186  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Notice of Purchasing Policy Exceptions for April 2023

#### BRIEF OVERVIEW

| Vendor               | Exception   | Amount      | Department   |
|----------------------|---|-------------|--------------|
| DC Johnson & Assoc.  | PSA sent to vendor, vendor completed work before PO was issued.                   | \$3,400.00  | Parks & Rec. |
| Nesseralla Unlimited | Vendor completed work before EPO was issued.                                      | \$40,000.00 | Fleet        |
| State Alarm          | PO not generated for service invoices October 22, 2023. Invoices, paid by P-Card. | \$1,257.50  | Mass Transit |

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

N/a

#### RECOMMENDATION

For informational purposes only; no action is required by the Board.

#### REVIEW PROCESS

|                   |           |            |          |
|-------------------|-----------|------------|----------|
| Josh Stringfellow | Approved  | 05/09/2023 | 1:19 PM  |
| Douglas Chorvat   | Approved  | 05/10/2023 | 4:55 PM  |
| Toni Brady        | Approved  | 05/12/2023 | 8:59 AM  |
| Pamela Hare       | Delegated | 05/12/2023 | 8:59 AM  |
| Lisa Morgan       | Approved  | 05/12/2023 | 10:20 AM |
| Jon Jouben        | Approved  | 05/12/2023 | 5:19 PM  |
| Heidi Kurppe      | Approved  | 05/15/2023 | 9:40 AM  |
| Scott Herring     | Approved  | 05/15/2023 | 11:08 AM |
| Jeffrey Rogers    | Approved  | 05/16/2023 | 12:11 PM |
| Colleen Conko     | Approved  | 05/16/2023 | 12:46 PM |



# PURCHASING POLICY EXCEPTION FORM

RQ62190  
PD 4/07/23  
CK# 266755  
VN# 6509

**FROM:**

DATE: March 8, 2023

DEPARTMENT: Parks and Recreation Department

VENDOR: DC Johnson Surveying

DEPT DIRECTOR/  
MGR SIGNATURE: 

DATE: 3/8/23

Amount of Invoice: \$3,400.00

Invoice Date: Feb. 24, 2023

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

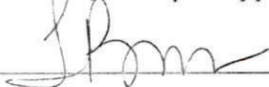
A Professional Services Agreement (PSA 23-PS0049) was created and sent to the vendor on January 23, 2023.

The vendor reviewed and signed the agreement on January 26, 2023. Without the opportunity for a PO to be issued, the vendor completed the survey work after the PSA was initiated. (Attachment A- PSA), (Attachment B- Invoice), (Attachment C- Email).

**Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.**

**TO: CHIEF PROCUREMENT OFFICER**

Please review, and upon approval, forward to County Administration.



Date: 3/15/2023

Resolution: The department will ensure that Purchase Orders are issued upon execution of documents.

**To process this disbursement, the request must be approved by the County Administrator.**

**TO: COUNTY ADMINISTRATOR**

Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): 

DATE: 3/20/23

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/

ASST. FINANCE DIRECTOR



Date:

APPROVED  
By Frances Pioszak at 3:30 pm, Apr 03, 2023



## DC Johnson & Associates

11911 S Curley Street  
San Antonio, FL 33576-8200  
Tel: 352-588-2768 Fax: 352-588-2713  
info@dcjohnson.com  
www.dcjohson.com

### Invoice

Invoice Date: Feb 24, 2023

Invoice Num: 37007

Billing Through: Feb 25, 2023

Mr. Chris Linsbeck  
Hernando County Parks & Recreation  
16161 Flight Path Dr.  
Brooksville, 34606

4146 Pine Dale Court (2023-003A01-BG001:) - Managed by (agetz0023)

| Phase ID | Phase Description  | Contract Amount   | % Complete | Contract Billed To Date | Current Services  |
|----------|--------------------|-------------------|------------|-------------------------|-------------------|
| BDYI     | Boundary Survey    | \$2,900.00        | 100%       | \$2,900.00              | \$2,900.00        |
| TOPO     | Topographic Survey | \$500.00          | 100%       | \$500.00                | \$500.00          |
| TOTALS:  |                    | <u>\$3,400.00</u> |            | <u>\$3,400.00</u>       | <u>\$3,400.00</u> |

Amount Due This Invoice: \$3,400.00

*This invoice is due upon receipt*

Payment for this invoice is due upon receipt. Unpaid invoices shall be considered past due 30 days from invoice date, unless otherwise stipulated in your agreement for services.

Chris Linsbeck

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C

**From:** Patty Hall  
**Sent:** Thursday, January 26, 2023 3:52 PM  
**To:** Jennifer Moser  
**Cc:** Dan Johnson; Andy Getz; Chris Linsbeck  
**Subject:** RE: Survey for Waterways Facility  
**Attachments:** 23-PS0049 Waterways Boundary Survey.pdf

Thanks for your quick response. Attached is the executed Agreement. A Purchase Order will be sent within the next few days.

Chris Linsbeck will be your point of contact for this project. He has also been cc'd on this email chain.

Best regards,

Patty Hall, CPPB  
Purchasing Coordinator  
Procurement Department  
Hernando County BOCC  
15470 Flight Path Drive  
Brooksville, FL 34604  
(352) 540-6626



Sign up to receive the [Hernando Highlights](https://lp.constantcontact.com/su/0Kdaaxq/HernandoHighlights) quarterly newsletter!  
<https://lp.constantcontact.com/su/0Kdaaxq/HernandoHighlights>

**From:** Jennifer Moser <Jennifer@dcjohnson.com>  
**Sent:** Thursday, January 26, 2023 3:08 PM  
**To:** Patty Hall <PHall@co.hernando.fl.us>  
**Cc:** Dan Johnson <Dan@dcjohnson.com>; Andy Getz <AndyGetz@dcjohnson.com>  
**Subject:** RE: Survey for Waterways Facility

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Patty,

Please see the signed agreement attached. Andy, copied in, will be the project manager and point of contact for scheduling. Could you please have the Hernando County Project Manager please advise if advance notice is required?



Hernando County Parks & Recreation  
16161 Flight Path Dr.  
Brooksville, FL 34604

January 5, 2023  
File No. 2023-003A01  
BG00001

Re: 4146 Pine Dale Court  
Proposal for Surveying Services  
Boundary & Topographic Survey

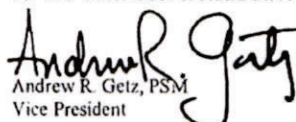
Dear Chris:

Pursuant to your request, we have prepared this cost proposal for surveying services to be performed on your property identified by the Hernando County Property Appraiser as Parcel R12-223-16-1890-0010-0160, aka Alt Key 00152444 (See Exhibit 'A'). The services that we have proposed to perform are as follows:

- **Boundary Survey** \$ 2,900.00
  - Preparation of a Boundary Survey with Metes & Bounds legal description in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code for the Subject Property. Existing interior site improvements (structures and significant surfaces), if any, will be located and mapped. Interior fences, landscape, utilities, etc will not be located. Please note: This is not an ALTA/NSPS Land Title Survey and does not include review of title commitment. Presentation by client or their representative of title commitment for review and plotting of protractable matters may result in additional fees;
- **Topographic Survey** (if performed simultaneously) \$ 500.00
  - Preparation of a Topographic Survey for the subject property. All work shall be in accordance with the Standards of Practice as set forth by Chapter 5J-17 of the Florida Administrative Code;
  - Elevations shall be measured at an approximate 50 foot grid, together with observed grade breaks. Elevations shall be collected in a manner sufficient to generate one (1) foot contours;
  - Topography shall extend 50 feet beyond the subject property;
  - Elevations shall be referenced to the North American Vertical Datum of 1988;
  - Visible evidence of utilities shall be located. Pipe material, sizes, and elevations shall be determined where accessible. Location of underground utilities (SUE) is not included;
  - Those trees within the upland portion of the subject property that are 18-inches d.b.h. and greater shall be located, mapped and classified by common name. Those trees that appear to be sick or dead shall be noted (Exempt trees per Hernando County Tree Ordinance are not included). NOTE: Trees will not be located within the topographic overlap;
  - Wetland jurisdictional line shall be located and mapped, as flagged by others. Wetland flagging MUST be completed prior to survey. Additional site visits due to incomplete or revisions to jurisdictional line may result in additional fees;
  - You will be provided with a digital PDF and up to four (4) signed and sealed hard copies of the survey (upon request). Additional copies or modifications, including but not limited to adding or modifying certifications, after final survey has been published may result in additional fees. Expedited delivery of the signed and sealed surveys via overnight delivery (FedEx/UPS) or courier service shall be at the expense of the client or shall be billed as a reimbursable expense.

The lump sum fee for this service is \$3,400.00 (three thousand four hundred and 00/100 dollars). Fees associated with third party billing/payment software (if any) will be additional and billed as a reimbursable expense. If this proposal is used as part of a subcontract agreement, client shall be responsible for providing surveyor with any access information, required advance notification or information on occupants (human or animal) on the project property. We appreciate the opportunity to be of service. This proposal will be valid for thirty (30) days, this fee and any completion timeframes may be subject to renegotiation. If you choose to accept this proposal, please notify our office in writing and we will prepare a formal executable agreement.

For D.C. JOHNSON & ASSOCIATES, INC.

  
Andrew R. Getz, PSM  
Vice President

ARG/jm

Attachment: Exhibit 'A'



# Exhibit 'A'



A.

PROFESSIONAL SERVICES AGREEMENT

23-PS0049

BOUNDARY SURVEY FOR WATERWAYS FACILITY

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604





County of Hernando  
PROFESSIONAL SERVICES AGREEMENT  
Boundary Survey for Waterways Facility

- I. Professional Services Agreement .....

## 1. PROFESSIONAL SERVICES AGREEMENT

### 1.1. PSA

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

Requisition No. TBD

Contract No. 23-PS0049

THIS AGREEMENT made and entered into this Monday, January 23, 2023 by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and DC Johnson duly authorized to conduct business in the State of Florida, hereinafter called the PROFESSIONAL.

WITNESSETH:

#### SECTION 1.

The COUNTY does hereby retain the PROFESSIONAL to furnish certain services in connection with:  
Boundary Survey for Waterways Facility

#### SECTION 2.

The PROFESSIONAL and the COUNTY mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written AGREEMENT covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to COUNTY Administrator shall mean the Hernando County Administrator or his designee.

#### SECTION 3.

The services indicated in Exhibit "A" to be rendered by the PROFESSIONAL shall be commenced, subsequent to the execution of this AGREEMENT, upon written notice from the Hernando County Administrator, and shall be completed within thirty (30) business days from the date of issuance of the Purchase Order.

#### SECTION 4.

The PROFESSIONAL agrees to provide Project Schedule progress reports in a format acceptable to the COUNTY, either monthly or at intervals established by the COUNTY. The COUNTY will be entitled at all

times to be advised, at its request, as to the status of work being done by the PROFESSIONAL and of the details thereof. Coordination shall be maintained by the PROFESSIONAL with representatives of the COUNTY. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the COUNTY as to the approval of any of the materials submitted by the PROFESSIONAL, as if there are delays occasioned by circumstances beyond the control of the PROFESSIONAL which delay the project schedule completion date, the COUNTY shall grant to the PROFESSIONAL, by "Letter of Time Extension" an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the PROFESSIONAL to ensure at all times that sufficient contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the PROFESSIONAL shall submit a written request to the COUNTY that identifies the reason(s) for the delay and the amount of time related to each reason. The COUNTY shall timely review the request and make a determination as to granting all or part of the requested

SECTION 6. The PROFESSIONAL shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the COUNTY. Should the PROFESSIONAL desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the PROFESSIONAL shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the COUNTY. It is agreed that only Specialists, Sub-Professionals and/or other Professionals that have been approved by an authorized representative of the COUNTY will be used by the PROFESSIONAL. It is also agreed that the COUNTY will not, except for services so designated herein, or as may be approved by the COUNTY, if applicable, permit or authorize the PROFESSIONAL to perform less than the total contract work with other than its own organization.

SECTION 7. All final plans, documents, reports, studies and other data prepared by the PROFESSIONAL will bear the endorsement of a person in the full employ of the PROFESSIONAL and duly registered in the appropriate professional category.

a) After the COUNTY'S acceptance of final plans and documents, a reproducible form of the PROFESSIONAL'S drawings, tracings, plans and maps will be provided to the COUNTY. Upon completion of construction by the Contractor, the PROFESSIONAL shall furnish acceptable field verified "record drawings" of full size prints and one (1) AutoCAD and PDF (signed and sealed) CD. The PROFESSIONAL shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the PROFESSIONAL. With the tracings and the record sets of prints, the PROFESSIONAL shall submit three (3) final sets of operation and maintenance manuals.

b) The PROFESSIONAL shall not be liable for use by the COUNTY of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.



SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the COUNTY restricted to the terms of (7) above; and reproducible copies shall be made available, upon request, at direct printing costs, to the COUNTY at any time during the period of this Agreement. The COUNTY will have the right to visit the site for inspection of the work and the drawings of the PROFESSIONAL at any time. Unless changed by written agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the COUNTY at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the COUNTY upon request at direct printing cost.

Records of cost incurred includes the PROFESSIONAL project accounting records, together with supporting documents and records of the PROFESSIONAL and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the PROFESSIONAL and Specialists, Sub-Professionals and/or other Professionals considered necessary by the COUNTY for a proper audit of project costs.

Whenever travel costs are included, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The PROFESSIONAL shall furnish to the COUNTY at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the PROFESSIONAL in conjunction with this project. Failure by the PROFESSIONAL to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the COUNTY.

SECTION 9. The PROFESSIONAL shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The COUNTY agrees to pay the PROFESSIONAL compensation as detailed in Exhibit "B", attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum contract. No additional fees or expenses will be paid.

## 1.2. PROFESSIONAL SERVICES AGREEMENT

SECTION 11. The PROFESSIONAL is employed to render a professional service only and that payments made to the PROFESSIONAL are compensation solely for such services rendered and recommendations made in carrying out the work. The PROFESSIONAL shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the PROFESSIONAL may be requested to act as agent of COUNTY. The PROFESSIONAL'S review or supervision of work prepared or performed by other individuals or firms employed by the COUNTY shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.



SECTION 12. The COUNTY may terminate this Agreement in whole or in part at any time the interest of the COUNTY requires such termination.

a) If the COUNTY reasonably determines that the performance of the PROFESSIONAL is not satisfactory, the COUNTY shall have the option of:

1) immediately terminating the Agreement and paying the PROFESSIONAL for work reasonably satisfactorily performed hereunder through the date of termination;

2) notify the PROFESSIONAL of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the PROFESSIONAL shall be paid for work satisfactorily completed to such specified date.

b) If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the PROFESSIONAL, the COUNTY shall notify the PROFESSIONAL of such termination and specify the state of work at which time the Agreement is to be terminated, and the PROFESSIONAL shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.

c) If the Agreement is terminated before performance is completed, the PROFESSIONAL shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of work performed. The PROFESSIONAL shall provide to the COUNTY copies of all calculations, reports, studies and AutoCAD copies of plans/drawings completed to date.

SECTION 13. Adjustment of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the COUNTY and supplemental agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The PROFESSIONAL shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide coverage in the amount of \$1,000,000 min. per claim and in the aggregate. Proof of insurance shall be provided to the COUNTY upon execution of this Agreement.

Additionally, the PROFESSIONAL shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever PROFESSIONAL enters County property.

The PROFESSIONAL will also cause Professional Specialists and/or Sub-Professionals retained by PROFESSIONAL for the project to procure and maintain comparable insurance coverage. Before commencing the work, the PROFESSIONAL shall furnish the COUNTY a certificate(s) showing compliance with this paragraph. Said certificate(s) shall provide that policy(s) shall not be changed or canceled until 30 days prior written notice has been given to the COUNTY; per policy provisions and per the standard



ISO ACORD insurance form; Hernando County is named as additional insured as to general liability, including a waiver of subrogation and Certificate Holder must read: Hernando County Board of County Commissioners.

SECTION 16. The PROFESSIONAL warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

a) For the breach of violation of Paragraph (16) the COUNTY shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the PROFESSIONAL agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. The PROFESSIONAL also agrees that it shall not publish, copyright or patent any of the site specific data furnished in compliance with this Agreement; it being understood that, under Paragraph (8) hereof, such data or information is the property of the COUNTY. This does not include materials previously or concurrently developed by the PROFESSIONAL for "In House" use. Only data generated by PROFESSIONAL for work under this Agreement shall be the property of the COUNTY.

SECTION 18. Standards of Conduct - Conflict of Interest - The PROFESSIONAL covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this contract, which standards is hereby incorporated and made a part of this contract as though set forth in full. The PROFESSIONAL agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The COUNTY reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the PROFESSIONAL'S Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the PROFESSIONAL for or on behalf of the COUNTY under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the COUNTY in conformity with the provisions of Paragraph (8) hereof. The PROFESSIONAL shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph (12) hereof. The COUNTY also reserves the right to terminate or cancel this Agreement in the event the PROFESSIONAL shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The COUNTY further reserves the right to suspend the qualifications of the PROFESSIONAL to do business with the COUNTY upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information



is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

SECTION 20. PROFESSIONAL shall indemnify and hold harmless the COUNTY and its authorized agents and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of PROFESSIONAL and other persons employed or utilized by PROFESSIONAL in the performance of the contract.

SECTION 21. All notices required to be served on the PROFESSIONAL shall be served by Registered or Certified mail, Return Receipt Requested, to PROFESSIONAL'S address and all notices required to be served upon the COUNTY shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's records by a representative of the County, as such records relate to equipment, goods or services and expenditures therefor, with respect to any express or implied agreement between Hernando County and said vendor. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under contract.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under contract.

SECTION 23. Unless otherwise required by law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

SECTION 24. E-VERIFY- Contractor must have legally Authorized Workforce.

CONTRACTOR/CONSULTANT 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, CONTRACTOR/CONSULTANT represents and warrants (a) that the CONTRACTOR/CONSULTANT 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 CONTRACTOR/CONSULTANT employees are legally eligible to work in the United States, and (c) that the CONTRACTOR/CONSULTANT has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of CONTRACTOR/CONSULTANT'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 CONTRACTOR/CONSULTANT 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.

Legitimate claims of the CONTRACTOR/CONSULTANT's use of unauthorized workers must be reported to both of the following agencies:

The COUNTY'S Purchasing Contracts Department at (352) 754-4020: and

ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the CONTRACTOR/CONSULTANT's employees are not legally eligible to work in the United States, then the COUNTY may, in its sole discretion, demand that the CONTRACTOR/CONSULTANT 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 CONTRACTOR/CONSULTANT 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.

CONTRACTOR/CONSULTANT is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

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.

Establish a written hiring and employment eligibility verification policy.

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.

Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.

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.

Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor agreements.

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.

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.

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.

Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

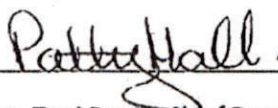
#### SECTION 26. Attachments:

Exhibit "A" Scope of Services

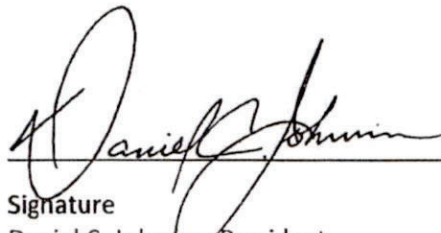
Exhibit "B" Compensation and Method of Payment

#### 1.3. Signatures

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed, the day and year first above written.

 1/26/23

For: Toni Brady, Chief Procurement Officer

  
Signature  
Daniel C. Johnson, President



# PURCHASING POLICY EXCEPTION FORM

RQ62985  
RQ62986  
PD 4/21/23  
CK 267130  
VN 95793

**FROM:**

DATE: 4/6/23  
DEPARTMENT: FLEET  
VENDOR: Nesseralla Custom

DEPT DIRECTOR/  
MGR SIGNATURE: Brenda Perkel DATE: 4/6/23

Amount of Invoice: \$40,000 Invoice Date: 4/6/23

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

Recently Fleet did an emergency purchase of 2 stock Medics due to ordered units being cancelled. This request was necessary to get these units in service as soon as possible. The units needed to be painted prior to getting graphics done. The work was performed prior to getting a Purchase Order and the vendor needs to be paid to put the Medics in service.

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER

Please review, and upon approval, forward to County Administration.

Carle Rosset - Jantz Date: 4/10/2023

Resolution: The department has been scheduled for procurement training on 4/18/2023.  
Procurement training will include training on purchasing thresholds, requisitions, and  
other topics relevant to departmental adherence to procurement policies.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee): [Signature]  
DATE: 4/10/23

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/

ASST. FINANCE DIRECTOR Frances Pioszak Date: [Signature]

APPROVED  
By Frances Pioszak at 9:08 am, Apr 17, 2023

# Invoice

Bill From: Nesseralla Unlimited  
935 W Jefferson St  
Brooksville, FL 34601

Bill To: Hernando County Fleet  
Hernando County Fleet  
1525 E Jefferson St  
Brooksville, FL 34601  
  
bpeshel@hernandocounty.us

Invoice #: GT3870  
Issued: 04/05/23  
Due Date: 04/05/23

Invoice Total  
**\$20,000.00**

## Items

|  |             |   |             |
|--|-------------|---|-------------|
| Paint Medic 210  | \$20,000.00 | 1 | \$20,000.00 |
| <i>prep and paint Medic 210 to<br/>match existing unit</i> |             |   |             |

Subtotal \$20,000.00

Balance Due **\$20,000.00**

# Invoice

Bill From: Nesseralla Unlimited  
935 W Jefferson St  
Brooksville, FL 34601

Bill To: Hernando County Fleet  
Hernando County Fleet  
1525 E Jefferson St  
Brooksville, FL 34601  
  
bpeshel@hernandocounty.us

Invoice #: GT3871  
Issued: 04/06/23  
Due Date: 04/06/23

Invoice Total  
**\$20,000.00**

| Items |  |  |  |
|-------|--|--|--|
|-------|--|--|--|

|  |             |   |             |
|--|-------------|---|-------------|
| Paint Medic 205  | \$20,000.00 | 1 | \$20,000.00 |
| <i>prep and paint Medic 205 to match existing unit</i> |             |   |             |

Subtotal \$20,000.00

Balance Due **\$20,000.00**



## HERNANDO COUNTY VENDOR QUOTE SHEET

NOTE: ALL PURCHASES SHALL BE MADE IN ACCORDANCE WITH HERNANDO COUNTY PURCHASING ORDINANCE AND POLICIES AND PROCEDURES OF GOODS AND SERVICES.

| VENDOR'S NAME         |                       |     | A) <b>REVRTC</b> |           | B) <b>Kinghts Auto</b> |           | C) <b>Nesseralla Auto</b> |           | D)         |           |
|-----------------------|-----------------------|-----|------------------|-----------|------------------------|-----------|---------------------------|-----------|------------|-----------|
| ITEM                  | DESCRIPTION           | QTY | UNIT PRICE       | EXT PRICE | UNIT PRICE             | EXT PRICE | UNIT PRICE                | EXT PRICE | UNIT PRICE | EXT PRICE |
| 2                     | Paint Medics to match | 2   | 32000            | 64000     | 26000                  | 52000     | 20000                     | 40000     |            |           |
| 3                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 4                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 5                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 6                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 7                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 8                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 9                     |                       |     |                  |           |                        |           |                           |           |            |           |
| 10                    |                       |     |                  |           |                        |           |                           |           |            |           |
| FREIGHT \$            |                       |     |                  |           |                        |           |                           |           |            |           |
| DELIVERY LEAD TIME:   |                       |     |                  |           |                        |           |                           |           |            |           |
| <b>GRAND TOTAL \$</b> |                       |     |                  | 64000     |                        | 52000     |                           | 40000     |            |           |

CONFIRMING PURCHASE ORDER: ☐ YES ☐ NO

**PROCUREMENT METHOD:**

- ☐ DIRECT SOLICITATION - \$2,500.00 purchase or less, only one verbal quote required.
- ☒ REQUEST FOR QUOTE - Over \$2,501, but less than \$35,000, three or more written quotes required.
- ☐ BLANKET PO- Non-Contractual up to \$10,000 or Contractual up to \$35,000
- ☐ COMPETATIVE/SEALED BID - In excess of \$35,000 purchase, multiple vendors are invited, a minimum of two or more sealed bids are required.
- ☐ REQUEST FOR PROPOSAL: - In excess of \$35,000 purchase, multiple vendors invited to propose; two or more written proposals are required.
- ☐ SINGLE SOURCE - The one source among others in a competitive marketplace that for justifiable reason has predominant qualifications for selection. (Attach -Small Purchase Memo)
- ☐ SOLE SOURCE - The one and only source regardless of the marketplace, possessing a unique and singularly available purpose. (Attach -Sole Source Memo)
- ☐ COOPERATIVE PURCHASE – A purchase made under another governmental agency's contract that was obtained using competitive bidding procedures. **AGENCY/#** \_\_\_\_\_
- ☐ EMERGENCY PURCHASE – A purchase made due to possible health, life, welfare, or safety threat to staff or citizens.
- ☐ INSURANCE- Required if work being performed for the County (Service or Construction)
- ☐ FUNDING –Grants, loans, FDOT, Federal or other funding part of this requirement.

RECOMMEND AWARD TO: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

This award is based on “Best Value” to HERNANDO COUNTY, using the following Criteria

**SAVINGS:** \_\_\_\_\_

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Lowest Purchase Price  | <input type="checkbox"/> Negotiation                 |
| <input checked="" type="checkbox"/> Skill and Experience   | <input type="checkbox"/> Previous Price \$ _____     |
| <input checked="" type="checkbox"/> Capacity to Perform    | <input checked="" type="checkbox"/> New Vendor       |
| <input type="checkbox"/> Past Performance                  | <input type="checkbox"/> New Product                 |
| <input type="checkbox"/> Budget Requirements               | <input type="checkbox"/> Quantity Discount           |
| <input type="checkbox"/> Location and Service Reputation   | <input type="checkbox"/> High vs. Low on Current Bid |
| <input type="checkbox"/> Quality Offered                   | <input type="checkbox"/> Other _____                 |
| <input type="checkbox"/> Delivery Requirements             |  |
| <input type="checkbox"/> Local Vendor Preference -5% or 3% | Additional Cost \$ _____                             |

AWARD MADE TO: \_\_\_\_\_ PURCHASING SIGNATURE: \_\_\_\_\_ # \_\_\_\_\_ DATE: \_\_\_\_\_

Form 1 Vendor Quote Sheet (Created 6/1/11) (Revised: 7/24/13 )

**PRINT FORM**

**CLEAR FORM**

# REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS  
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT  
AN  
ORDER

352-754-4020, FAX 352-754-4199  
15470 FLIGHT PATH DR.  
BROOKSVILLE, FL 34604

Quotation No. FL23-001

Date: 3-1-2023

Project Name New Medic Paint

Requesting Department Fleet

Name: Hernando County Fleet Managment

Address: 1525 E Jefferson

Brooksville, FL 34601

Contact Person: Brenda Peshel

Telephone: 352-540-6508

Fax: \_\_\_\_\_

Date & Time Due for Return of Quote: 3-1-23

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

| ITEM | QUAN. | DESCRIPTION                      | STOCK NO. | NET PRICE   | TOTAL    |
|------|-------|----------------------------------|-----------|-------------|----------|
| 1    | 2     | Paint New Medic to Match Medic 7 |           | \$20,000.00 | \$40,000 |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |

QUOTE MUST INCLUDE DELIVERY

Destination Delivery Date or Start of Work 3-1-2023

FOB DESTINATION \_\_\_\_\_

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Robert Nesserella

Firm Name: Nesserella

Address: 935 West Jefferson st

City: Brooksville

State: FL

Zip: 34601

Telephone No: 352-585-1265

Fax No: \_\_\_\_\_

DATE 3-1-2023

PRINT/TYPE NAME: \_\_\_\_\_

TITLE: Owner

SIGNATURE: 

[illegible]

PLEASE READ CAREFULLY, CHECK ONE OF THE STATEMENTS BELOW, AND SIGN:  
 I UNDERSTAND THAT, UNDER STATE LAW, I AM ENTITLED TO A WRITTEN ESTIMATE,  
 INCLUDING A COMPLETION DATE, IF MY FINAL BILL WILL EXCEED \$100. (\$50 in MD)  
 I REQUEST A WRITTEN ESTIMATE

☐ I REQUEST A WRITTEN ESTIMATE. THE FINAL BILL MAY NOT EXCEED THIS ESTIMATE WITHOUT MY WRITTEN APPROVAL.  
☐ I DO NOT REQUEST A WRITTEN ESTIMATE, AS LONG AS THE REPAIR COSTS DO NOT EXCEED \$\_\_\_\_\_. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.  
☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

\*Checked lines apply (Preparer must check at least one):

☐ This charge represents costs and profits to the motor vehicle repair facility for miscellaneous shop supplies or waste disposal.

☐ This amount includes a charge of \$ \_\_\_\_\_, which is required under \_\_\_\_\_ law.

You are entitled by law to the return of all parts replaced, except those for which there is a core charge, unless you agree otherwise by initialing the following: \_\_\_\_\_ I do not desire the return of any of the parts that are replaced during the authorized repairs.

Estimate good for 30 days. Not responsible for damage caused by theft, fire, or acts of nature. I authorize the above repairs, along with any necessary materials. I authorize you and your employees to operate any vehicle for the purpose of testing, inspection, and delivery at any risk. An express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of the repairs thereto. If I cancel repairs prior to their completion for any reason, a wear-down and assembly fee of \$ \_\_\_\_\_ will be applied.

SIGNED Brenda Preslund 2  
DATE 3-6-23 a. adams  
GT3870



# REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS  
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT  
AN  
ORDER

352-754-4020, FAX 352-754-4199  
15470 FLIGHT PATH DR.  
BROOKSVILLE, FL 34604

Quotation No. FL23-001

Date: 3-1-2023

Project Name New Medic Paint

Requesting Department Fleet

Name: Hernando County Fleet Managment

Address: 1525 E Jefferson

Brooksville, FL 34601

Contact Person: Brenda Peshel

Telephone: 352-540-6508

Fax: \_\_\_\_\_

Date & Time Due for Return of Quote: 3-1-23

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

| ITEM | QUAN. | DESCRIPTION                      | STOCK NO. | NET PRICE   | TOTAL    |
|------|-------|----------------------------------|-----------|-------------|----------|
| 1    | 2     | Paint New Medic to Match Medic 7 |           | \$20,000.00 | \$40,000 |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |

QUOTE MUST INCLUDE DELIVERY

Destination Delivery Date or Start of Work 3-1-2023

FOB DESTINATION \_\_\_\_\_

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Robert Nesserella

Firm Name: Nesserella

Address: 935 West Jefferson st

City: Brooksville

State: FL

Zip: 34601

Telephone No: 352-585-1265

Fax No: \_\_\_\_\_

DATE 3-1-2023

PRINT/TYPE NAME: \_\_\_\_\_

TITLE: Owner

SIGNATURE: \_\_\_\_\_

# REQUEST FOR QUOTE

HERNANDO COUNTY BOARD OF  
COUNTY COMMISSIONERS  
PURCHASING & CONTRACTS DEPARTMENT

THIS IS NOT  
AN  
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Telephone: 352-540-6508

Fax: \_\_\_\_\_

Date & Time Due for Return of Quote: 3-1-23

Please see reverse side for Terms, Conditions and Instructions to Bidders applicable to this Quotation.

| ITEM | QUAN. | DESCRIPTION                      | STOCK NO. | NET PRICE   | TOTAL    |
|------|-------|----------------------------------|-----------|-------------|----------|
| 1    | 2     | Paint New Medic to Match Medic 7 |           | \$32,000.00 | \$64,000 |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |
|      |       |                                  |           |             |          |

QUOTE MUST INCLUDE DELIVERY

Destination Delivery Date or Start of Work 3-1-2023

FOB DESTINATION \_\_\_\_\_

It is hereby certified and affirmed that the bidder will accept any awards made to him as a result of this quotation.

The award may be all or partial being in the best interest of Hernando County.

It is further agreed that prices quoted will remain firm for a minimum period of 60 calendar days from quotation opening date.

Contact Person Submitting Quote: Michelle Hurst

Firm Name: Hallmark RevRTC

Address: 725 SW 46th Ave

City: OCALA

State: FL

Zip: 34474

Telephone No: 352-629-6305

Fax No: \_\_\_\_\_

DATE 3-1-2023

PRINT/TYPE NAME: Michelle Hurst

TITLE: Service Supervisor

SIGNATURE: \_\_\_\_\_

## **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/](http://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.

| <b><u>Coverage</u></b>  | <b><u>Minimum Amounts and Limits</u></b>   |
|---|--|
| (a) Worker's Compensation<br>Employer's Liability                                   | Statutory requirements at location of work<br>\$ 100,000 each accident<br>\$ 100,000 by employee<br>\$ 500,000 policy limit        |
| (b) Commercial General Liability<br>(Additional Insured & Waiver<br>Of Subrogation) | \$ 2,000,000 General Aggregate<br>\$ 2,000,000 Products-Comp. Ops Agg.<br>\$ 1,000,000 Each Occurrence<br>\$ 5,000 Medical Expense |
| (c) Automobile Liability<br>Option of Split Limits:<br>(1.) Bodily Injury           | \$ 1,000,000 Combined Single Limit (owned, hired and non-owned)<br>\$ 1,000,000 Per Person or \$1,000,000 Per Accident             |



## PURCHASING POLICY EXCEPTION FORM

**FROM:**

DATE: 03/13/2023

DEPARTMENT: Mass Transit

VENDOR: State Alarm

DEPT DIRECTOR/

MGR SIGNATURE: *Alison Pool*

DATE: Mar 14, 2023

Amount of Invoice: \$1,257.50

Invoice Date: Oct 2022 - Feb 2023

The attached request for disbursement does not appear to be in compliance with County Purchasing Policy, for the following reason:

The State Alarm Invoices from October - February came to me for payment in February 2023. They had not been paid and there was not a current year PO in place. In order to get the vendor paid and current so I could get a PO issued I paid all the past invoices with my P-Card

*Dorlene Lollie*

Please forward all documentation with this form attached, and letter of explanation, to the Chief Procurement Officer.

TO: CHIEF PROCUREMENT OFFICER

Please review, and upon approval, forward to County Administration.

Date: 3/17/2023

Resolution: The department has entered requisition # 230721 and future FY 23 payments will be made on a purchase order.

To process this disbursement, the request must be approved by the County Administrator.

TO: COUNTY ADMINISTRATOR

Please review, and upon approval, forward to the Finance Department for processing.

APPROVED FOR PAYMENT:

COUNTY ADMINISTRATOR (or designee):

DATE: 3/16/23

APPROVED FOR PAYMENT:

FINANCE DIRECTOR/

ASST. FINANCE DIRECTOR

*Frances Pioszak*

Date:

APPROVED

By Frances Pioszak at 4:54 pm, Apr 03, 2023

# Card Holder Statement

Card Embossed Line 1 Exactly Matches 'Darlene Lollie'

Company Name FL Hernando County BOCC

Post Date Between 2023-02-04 00:00:00 and 2023-03-03 23:59:59

Report Owner LOLLIE, DARLENE

Report Time 2023-03-06 09:18:27

| Post Date                | Purchase Date                       | Total Card Spend      |                                |
|--------------------------|-------------------------------------|-----------------------|--------------------------------|
| Comp Supp Name           | Item Description                    | GL Combination Rollup | GL: G/L Sub-Account No. Rollup |
| 02/10/2023               | 02/09/2023                          | 160.00                |                                |
| IN MID FLORIDA DIESEL IN | Inv 47749 1.23.23                   | 340075304603          | Repair/Maint-Equipment         |
| 02/10/2023               | 02/09/2023                          | 250.00                |                                |
| IN MID FLORIDA DIESEL IN | Inv 45785 7.22.22                   | 340075304603          | Repair/Maint-Equipment         |
| 02/10/2023               | 02/09/2023                          | 189.39                |                                |
| IN MID FLORIDA DIESEL IN | Inv 45853 7.25.22                   | 340075304603          | Repair/Maint-Equipment         |
| 02/27/2023               | 02/25/2023                          | 780.06                |                                |
| 4TE STATE ALARM INC      | Inv 227968 - 229881 - 230656        | 340155303401          | Contracted Services            |
| 03/01/2023               | 02/28/2023                          | 36.19                 |                                |
| SP MOUNT-IT.COM          | Adapter Plate Monitor Mount         | 340155305201          | Operating Supplies             |
| 03/01/2023               | 02/28/2023                          | 503.00                |                                |
| 4TE STATE ALARM INC      | Inv 230832 - 231739                 | 340155303401          | Contracted Services            |
| 03/03/2023               | 03/02/2023                          | 251.50                |                                |
| 4TE STATE ALARM INC      | Inv 232666 - February 2023 Services | 340155303401          | Contracted Services            |
| report count: 7          |                                     | 2,170.14              |                                |



Card Holder Signature

Darlene Lollie

Print Name

3/6/23

Date



Manager Signature

Aaron M Pool

Print Name

Mar 6, 2023

Date

**REVIEWED**

By Mackenzie at 11:30 am, Apr 03, 2023



DARLENE LOLLIE  
FL HERNANDO COUNTY BO  
XXXX-XXXX-XXXX-5323  
February 05, 2023 - March 04, 2023

## Purchasing Card

## Cardholder Activity

| Account Information   | Payment Information  | Account Summary  |
|---|--|--|
| <b>Mail Billing Inquiries to:</b><br>BANKCARD CENTER<br>PO Box 660441<br>Dallas, TX 75266-0441<br><br><b>TTY Hearing Impaired:</b><br>Dial "711"<br><br><b>Outside the U.S.:</b><br>1.509.353.6656 24 Hours<br><br><b>For Lost or Stolen Card:</b><br>1.888.449.2273 24 Hours | Statement Date ..... 03/04/23<br>Credit Limit ..... \$2,500<br>Cash Limit ..... \$0<br>Days in Billing Cycle ..... 28<br>Total Activity ..... \$2,170.14<br><div style="text-align: center; border: 1px solid black; padding: 5px;"><b>THIS IS NOT A BILL - DO NOT PAY</b></div> | Credits ..... \$0.00<br>Cash ..... \$0.00<br>Purchases ..... \$2,170.14<br>Other Debits ..... \$0.00<br>Cash Fees ..... \$0.00<br>Other Fees ..... \$0.00<br>Total Activity ..... \$2,170.14 |

### Important Messages

Global Card Access - your card information whenever, wherever and however you need it. From the dashboard, you can quickly check your credit limit, balance, available credit and recent card activity. Other features like View PIN, Change PIN, Lock Card and Alerts help you keep your card secure. For added convenience, you can easily view or download your current statement up to 12 months of past statements. Visit [www.bofa.com/globalcardaccess](http://www.bofa.com/globalcardaccess) to register your card and start using Global Card Access today.

### Transactions

#### Posting Transaction

| Date  | Date  | Description                             | Reference Number        | MCC  | Charge | Credit |
|-------|-------|---|-------------------------|------|--------|--------|
| 02/10 | 02/09 | IN *MID FLORIDA DIESEL IN863-5190107 FL | 24692163040108480915125 | 7531 | 160.00 |        |
| 02/10 | 02/09 | IN *MID FLORIDA DIESEL IN863-5190107 FL | 24692163040108480915133 | 7531 | 250.00 |        |
| 02/10 | 02/09 | IN *MID FLORIDA DIESEL IN863-5190107 FL | 24692163040108480915141 | 7531 | 189.39 |        |
| 02/27 | 02/25 | 4TE*STATE ALARM INC #2 330-726-9978 OH  | 24445003056200155169804 | 7393 | 780.06 |        |
| 03/01 | 02/28 | SP MOUNT-IT.COM HTTPSMOUNTITSCA         | 24492163059000042354689 | 5712 | 36.19  |        |
| 03/01 | 02/28 | 4TE*STATE ALARM INC #2 330-726-9978 OH  | 24445003059200127344870 | 7393 | 503.00 |        |
| 03/03 | 03/02 | 4TE*STATE ALARM INC #2 330-726-9978 OH  | 24445003061200147928302 | 7393 | 251.50 |        |

00000000 00000000 00000000 4715292143325323

Account Number: XXXX-XXXX-XXXX- 5323  
February 05, 2023 - March 04, 2023

BANK OF AMERICA  
PO BOX 15731  
WILMINGTON, DE 19886-5731

DARLENE LOLLIE  
FL HERNANDO COUNTY BO  
ATTN FRAN HALLET  
15470 FLIGHT PATH DR  
BROOKSVILLE, FL 34604-6823

**Total Activity ..... \$2,170.14**

 3/6/23  
Cardholder Signature Date

 Mar 6, 2023  
Manager Signature Date



## State Alarm Invoices

| Invoice Date | Invoice # | Amount   | Dates of Service | Date Paid | Auth # | Acct #        |
|--------------|-----------|----------|------------------|-----------|--------|---------------|
| 9/1/2022     | 227968    | \$251.50 | Oct-22 Monthly   | 2/24/2023 | 046050 | 34015-5303401 |

**Edit Transaction - Florida State Alarm - Forte**
X

**Hernando County Transit Ops Facility**  
**Attn: accounts payable**  
**1653 Blaise Dr**  
**Brooksville, FL 34601**

Darlene Lollie  
 \*\*\*\*5323  
01/28

☒ Invoice  
☐ Advance Deposit  
☐ Unapplied Cash  
☐ Miscellaneous Income

Bank

Payment Methods

Credit Card VISA

Description Invoice 227968

Amount 780.06

Process Date 02/24/2023

| Submitted | Description    | Type           | Amount     | Method    | Status   |
|-----------|----------------|----------------|------------|-----------|----------|
| 2/24/2023 | Invoice 227968 | Invoice 230656 | \$780.06   | VISA 5323 | APPROVED |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |

|                                     | Invoice Number | Date       | Description     | Amount   | Net Due |
|-------------------------------------|----------------|------------|-----------------|----------|---------|
| <input checked="" type="checkbox"/> | 227968         | 09/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
| <input checked="" type="checkbox"/> | 229881         | 11/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
| <input checked="" type="checkbox"/> | 230656         | 12/02/2022 | On Site Service | \$277.06 | \$0.00  |

Submit Now

Save

Void

**Submitted: 02/24/2023**

**Auth: 046050 Ref: d259daf6-d40d-486e-97fa-4076f3ad49b2**

Close

## State Alarm Invoices

| Invoice Date | Invoice # | Amount   | Dates of Service | Date Paid | Auth # | Acct #        |
|--------------|-----------|----------|------------------|-----------|--------|---------------|
| 11/1/2022    | 229881    | \$251.50 | Nov-22 Monthly   | 2/24/2023 | 046050 | 34015-5303401 |

Edit Transaction - Florida State Alarm - Forte
X

**Hernando County Transit Ops Facility**  
**Attn: accounts payable**  
**1653 Blaise Dr**  
**Brooksville, FL 34601**

Darlene Lollie  
 \*\*\*\*5323  
01/28

☒ Invoice  
☐ Advance Deposit  
☐ Unapplied Cash  
☐ Miscellaneous Income

Bank

Credit Card VISA

Description Invoice 227968

Amount 780.06

Process Date 02/24/2023

Payment  
Methods

| Submitted | Description    | Type           | Amount     | Method    | Status   |
|-----------|----------------|----------------|------------|-----------|----------|
| 2/24/2023 | Invoice 227968 | Invoice 230656 | \$780.06   | VISA 5323 | APPROVED |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |
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|                                     | Invoice Number | Date       | Description     | Amount   | Net Due |
|-------------------------------------|----------------|------------|-----------------|----------|---------|
| <input checked="" type="checkbox"/> | 227968         | 09/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
| <input checked="" type="checkbox"/> | 229881         | 11/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
| <input checked="" type="checkbox"/> | 230656         | 12/02/2022 | On Site Service | \$277.06 | \$0.00  |

Submit  
Now

Save

Void

Submitted: 02/24/2023

Auth: 046050 Ref: d259daf6-d40d-486e-97fa-4076f3ad49b2

X Close

## State Alarm Invoices

| Invoice Date | Invoice # | Amount   | Dates of Service   | Date Paid | Auth # | Acct #        |
|--------------|-----------|----------|--------------------|-----------|--------|---------------|
| 12/2/2022    | 230656    | \$277.06 | 12/2/22 Equip Serv | 2/24/2023 | 046050 | 34015-5303401 |

S
Edit Transaction - Florida State Alarm - Forte
X

**Hernando County Transit Ops Facility**  
**Attn: accounts payable**  
**1653 Blaise Dr**  
**Brooksville, FL 34601**

Darlene Lollie  
 \*\*\*\*\*5323  
01/28

☒ Invoice  
☐ Advance Deposit  
☐ Unapplied Cash  
☐ Miscellaneous Income

Bank

Credit Card VISA

Description Invoice 227968

Amount 780.06

Process Date 02/24/2023

Payment  
Methods

| Submitted | Description    | Type           | Amount     | Method    | Status   |
|-----------|----------------|----------------|------------|-----------|----------|
| 2/24/2023 | Invoice 227968 | Invoice 230656 | \$780.06   | VISA 5323 | APPROVED |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |

|  | Invoice Number | Date       | Description     | Amount   | Net Due |
|--|----------------|------------|-----------------|----------|---------|
|  | =              | =          |                 | =        | =       |
|  | 227968         | 09/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
|  | 229881         | 11/01/2022 | Recurring Fees  | \$251.50 | \$0.00  |
|  | 230656         | 12/02/2022 | On Site Service | \$277.06 | \$0.00  |

Submit Now

Save

Void

Submitted: 02/24/2023

Auth: 046050 Ref: d259daf6-d40d-486e-97fa-4076f3ad49b2

Close



| State Alarm Invoices |           |          |                  |           |        |               |
|----------------------|-----------|----------|------------------|-----------|--------|---------------|
| Invoice Date         | Invoice # | Amount   | Dates of Service | Date Paid | Auth # | Acct #        |
| 12/1/2022            | 230832    | \$251.50 | Dec-22 Monthly   | 2/27/2023 | 040104 | 34015-5303401 |

| Hernando County Transit Ops Facility<br>Attn: accounts payable<br>1653 Blaise Dr<br>Brooksville, FL 34601   |                |   |             |                                   |                 |
|---|----------------|---|-------------|-----------------------------------|-----------------|
| Darlene Lollie<br>****5323<br>01/28   | Bank           | <input type="text"/>                        | Credit Card | <input type="text" value="VISA"/> | Payment Methods |
|   | Description    | <input type="text" value="Invoice 230832"/> |             |                                   |                 |
|   | Amount         | <input type="text" value="503.00"/>         |             |                                   |                 |
|   | Process Date   | <input type="text" value="02/27/2023"/>     |             |                                   |                 |
| <input checked="" type="radio"/> Invoice<br><input type="radio"/> Advance Deposit<br><input type="radio"/> Unapplied Cash<br><input type="radio"/> Miscellaneous Income |                |   |             |                                   |                 |
| Submitted   | Description    | Type  | Amount      | Method                            | Status          |
| 2/27/2023   | Invoice 230832 | Invoice 231739                              | \$503.00    | VISA 5323                         | APPROVED        |
| 2/24/2023   | Invoice 227968 | Invoice 230656                              | \$780.06    | VISA 5323                         | SETTLED         |
| 2/24/2023   | Invoice 227968 | Invoice 231739                              | \$1,283.06  | VISA 5323                         | REJECTED        |

|  | Invoice Number                             | Date       | Description    | Amount   | Net Due |
|--|--|------------|----------------|----------|---------|
|  | =  | =          | A              | =        | =       |
|  | <input checked="" type="checkbox"/> 230832 | 12/01/2022 | Recurring Fees | \$251.50 | \$0.00  |
|  | <input checked="" type="checkbox"/> 231739 | 01/01/2023 | Recurring Fees | \$251.50 | \$0.00  |

**Submitted: 02/27/2023**

**Auth: 040104 Ref: f3bfd991-c343-4a70-b2ba-30753ec2c0e1**

Submit Now
 Save
 Void
 Close

## State Alarm Invoices

| Invoice Date | Invoice # | Amount   | Dates of Service | Date Paid | Auth # | Acct #        |
|--------------|-----------|----------|------------------|-----------|--------|---------------|
| 2/1/2023     | 232666    | \$251.50 | Feb-23 Monthly   | 3/1/2023  | 098991 | 34015-5303401 |

S

Edit Transaction - Florida State Alarm - Forte

X

**Hernando County Transit Ops Facility**  
**Attn: accounts payable**  
**1653 Blaise Dr**  
**Brooksville, FL 34601**

Hernando County Transi

\*\*\*\*\*5323  
01/28

☒ Invoice  
☐ Advance Deposit  
☐ Unapplied Cash  
☐ Miscellaneous Income

Bank

Credit Card

Description

Amount

Process Date

**Payment Methods**

| Submitted | Description    | Type           | Amount   | Method    | Status   |
|-----------|----------------|----------------|----------|-----------|----------|
| 3/1/2023  | Invoice 232666 | Invoice 232666 | \$251.50 | VISA 5323 | APPROVED |
| 2/27/2023 | Invoice 230832 | Invoice 231739 | \$503.00 | VISA 5323 | SETTLED  |
| 2/24/2023 | Invoice 227968 | Invoice 230656 | \$780.06 | VISA 5323 | SETTLED  |

|                                     | Invoice Number | Date       | Description    | Amount   | Net Due |
|-------------------------------------|----------------|------------|----------------|----------|---------|
| <input checked="" type="checkbox"/> | 232666         | 02/01/2023 | Recurring Fees | \$251.50 | \$0.00  |

**Submit Now**

**Save**

**Void**

Submitted: 03/01/2023

Auth: 098991 Ref: 9fed2ca7-6177-4c12-bbce-79820c295fd1

X

Close

## State Alarm Invoices

| Invoice Date | Invoice # | Amount   | Dates of Service | Date Paid | Auth # | Acct #        |
|--------------|-----------|----------|------------------|-----------|--------|---------------|
| 1/1/2023     | 231739    | \$251.50 | Jan-23 Monthly   | 2/27/2023 | 040104 | 34015-5303401 |

6
Edit Transaction - Florida State Alarm - Forte
X

**Hernando County Transit Ops Facility**  
**Attn: accounts payable**  
**1653 Blaise Dr**  
**Brooksville, FL 34601**

Darlene Lollie  
 \*\*\*\*5323  
01/28

☒ Invoice  
☐ Advance Deposit  
☐ Unapplied Cash  
☐ Miscellaneous Income

Bank

Credit Card VISA

Description Invoice 230832

Amount 503.00

Process Date 02/27/2023

Payment  
Methods

| Submitted | Description    | Type           | Amount     | Method    | Status   |
|-----------|----------------|----------------|------------|-----------|----------|
| 2/27/2023 | Invoice 230832 | Invoice 231739 | \$503.00   | VISA 5323 | APPROVED |
| 2/24/2023 | Invoice 227968 | Invoice 230656 | \$780.06   | VISA 5323 | SETTLED  |
| 2/24/2023 | Invoice 227968 | Invoice 231739 | \$1,283.06 | VISA 5323 | REJECTED |

|                                     | Invoice Number | Date       | Description    | Amount   | Net Due |
|-------------------------------------|----------------|------------|----------------|----------|---------|
|                                     | =              | =          |                | =        | =       |
| <input checked="" type="checkbox"/> | 230832         | 12/01/2022 | Recurring Fees | \$251.50 | \$0.00  |
| <input checked="" type="checkbox"/> | 231739         | 01/01/2023 | Recurring Fees | \$251.50 | \$0.00  |

Submit Now

Save

Void

Submitted: 02/27/2023

Auth: 040104 Ref: f3bfd991-c343-4a70-b2ba-30753ec2c0e1

X Close



# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

## Invoice

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>227968 | Date<br>9/1/2022      |
| Customer Number<br>16368 | Due Date<br>10/1/2022 |

To: Tim Bertulli  
Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: **\$251.50** Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date  |
|--------------------------------------|-----------------|-----------|--------------|-----------|
| Hernando County Transit Ops Facility | 16368           | 22000206  | 9/1/2022     | 10/1/2022 |

| Quantity             | Description   | Rate   | Amount          |
|----------------------|---|--------|-----------------|
| 1.00                 | Transit Operations Bldg Service Plan, Department of Planning & Zonin,<br>Service Contract<br>Access Control , 10/1/2022 - 10/31/2022<br>Line Item 2 | 225.00 | 225.00          |
| 1.00                 | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL<br>Cellular Security<br>Security System, 10/1/2022 - 10/31/2022<br>Line Item 1        | 26.50  | 26.50           |
|                      | Tax   |        | 0.00            |
|                      | Payments/Credits Applied  |        | 0.00            |
| Invoice Balance Due: |   |        | <b>\$251.50</b> |

\*\*\*\*\*

To contact us:      Service questions/concerns      Accounting questions  
(727) 939-8888      (330) 941-5733

| Date     | Invoice # | Description    | Amount   | Balance Due |
|----------|-----------|----------------|----------|-------------|
| 9/1/2022 | 227968    | Recurring Fees | \$251.50 | \$251.50    |

## State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>227968 | Date<br>9/1/2022      |
| Customer Number<br>16368 | Due Date<br>10/1/2022 |
| Registration Code:       | A8447A                |

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Detach And Return Top Portion With Your Payment

| Quantity           | Description   | Rate   | Amount |
|--------------------|---|--------|--------|
| Transit Operations | Bldg Service Plan, Department of Planning & Zonin,                          |        |        |
| 1.00               | Service Contract<br>Access Control , 10/1/2022 - 10/31/2022<br>Line Item 2  | 225.00 | 225.00 |
| Transit Operations | Building, 700 Aeriform Dr, Brooksville, FL                                  |        |        |
| 1.00               | Cellular Security<br>Security System, 10/1/2022 - 10/31/2022<br>Line Item 1 | 26.50  | 26.50  |
|                    | Tax   |        | 0.00   |

| Date      | Type        | Reference                         | Amount        |
|-----------|-------------|-----------------------------------|---------------|
| 2/24/2023 | Credit Card | ACH Processing                    | 251.50        |
|           |             | Total Payments / Credits Applied: | 251.50        |
|           |             | Invoice Balance Due:              | <u>\$0.00</u> |

Accounting questions  
(330) 941-5733

# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

# Invoice

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>229881 | Date<br>11/1/2022     |
| Customer Number<br>16368 | Due Date<br>12/1/2022 |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$251.50 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date  |
|--------------------------------------|-----------------|-----------|--------------|-----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 11/1/2022    | 12/1/2022 |

| Quantity             | Description   | Rate   | Amount   |
|----------------------|---|--------|----------|
| 1.00                 | Transit Operations Bldg Service Plan, Department of Planning & Zonin,<br>Service Contract<br>Access Control , 11/1/2022 - 11/30/2022<br>Line Item 2 | 225.00 | 225.00   |
| 1.00                 | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL<br>Cellular Security<br>Security System, 11/1/2022 - 11/30/2022<br>Line Item 1        | 26.50  | 26.50    |
|                      | Tax   |        | 0.00     |
|                      | Payments/Credits Applied  |        | 0.00     |
| Invoice Balance Due: |   |        | \$251.50 |

\*\*\*\*\*

To contact us: Service questions/concerns Accounting questions  
(727) 939-8888 (330) 941-5733

| Date      | Invoice # | Description    | Amount   | Balance Due |
|-----------|-----------|----------------|----------|-------------|
| 11/1/2022 | 229881    | Recurring Fees | \$251.50 | \$251.50    |

## State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Nov 1st - Nov 30th, 2022  
Thank you



8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>229881 | Date<br>11/1/2022     |
| Customer Number<br>16368 | Due Date<br>12/1/2022 |
| Registration Code:       | A8447A                |

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date  |
|--------------------------------------|-----------------|-----------|--------------|-----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 11/1/2022    | 12/1/2022 |

| Quantity           | Description  | Rate   | Amount |
|--------------------|--|--------|--------|
| Transit Operations | Bldg Service Plan, Department of Planning & Zonin, |        |        |
| 1.00               | Service Contract                                   | 225.00 | 225.00 |
|                    | Access Control , 11/1/2022 - 11/30/2022            |        |        |
|                    | Line Item 2  |        |        |
| Transit Operations | Building, 700 Aeriform Dr, Brooksville, FL         |        |        |
| 1.00               | Cellular Security                                  | 26.50  | 26.50  |
|                    | Security System, 11/1/2022 - 11/30/2022            |        |        |
|                    | Line Item 1  |        |        |
|                    | Tax  |        | 0.00   |

| Date      | Type        | Reference                         | Amount        |
|-----------|-------------|-----------------------------------|---------------|
| 2/24/2023 | Credit Card | ACH Processing                    | 251.50        |
|           |             | Total Payments / Credits Applied: | 251.50        |
|           |             | Invoice Balance Due:              | <u>\$0.00</u> |

Accounting questions  
(330) 941-5733

| Date      | Invoice # | Description    | Current Invoice | Balance Due |
|-----------|-----------|----------------|-----------------|-------------|
| 11/1/2022 | 229881    | Recurring Fees | \$251.50        | \$0.00      |

Monitoring Nov 1st - Nov 30th, 2022  
Thank you

# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

# Invoice

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>230656 | Date<br>12/2/2022    |
| Customer Number<br>16368 | Due Date<br>1/1/2023 |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$277.06 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 12/2/2022    | 1/1/2023 |

| Quantity             | Description   | Rate   | Amount   |
|----------------------|---|--------|----------|
|                      | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL |        |          |
| 1.00                 | Equipment - Service   | 127.06 | 127.06   |
| 2.00                 | Service   | 75.00  | 150.00   |
|                      | Tax   |        | 0.00     |
|                      | Payments/Credits Applied                                      |        | 0.00     |
| Invoice Balance Due: |   |        | \$277.06 |

\*\*\*\*\*

To contact us:      Service questions/concerns      Accounting questions  
(727) 939-8888      (330) 941-5733

| Date      | Invoice # | Description             | Amount   | Balance Due |
|-----------|-----------|-------------------------|----------|-------------|
| 12/2/2022 | 230656    | On Site Service (92959) | \$277.06 | \$277.06    |

## State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Upgraded cell unit after updating the firmware. Tested and sent signals, restored system to normal.  
Thank you

# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

## Invoice

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>230656 | Date<br>12/2/2022    |
| Customer Number<br>16368 | Due Date<br>1/1/2023 |
| Registration Code:       | A8447A               |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$0.00 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 12/2/2022    | 1/1/2023 |

| Quantity | Description   | Rate   | Amount |
|----------|---|--------|--------|
|          | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL |        |        |
| 1.00     | Equipment - Service   | 127.06 | 127.06 |
| 2.00     | Service   | 75.00  | 150.00 |
|          | Tax   |        | 0.00   |

| Payment History |             |                                   |        |
|-----------------|-------------|-----------------------------------|--------|
| Date            | Type        | Reference                         | Amount |
| 2/24/2023       | Credit Card | ACH Processing                    | 277.06 |
|                 |             | Total Payments / Credits Applied: | 277.06 |
|                 |             | Invoice Balance Due:              | \$0.00 |

\*\*\*\*\*

To contact us:      Service questions/concerns      Accounting questions  
(727) 939-8888      (330) 941-5733

| Date      | Invoice # | Description             | Current Invoice | Balance Due |
|-----------|-----------|-------------------------|-----------------|-------------|
| 12/2/2022 | 230656    | On Site Service (92959) | \$277.06        | \$0.00      |

## State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Upgraded cell unit after updating the firmware. Tested and sent signals, restored system to normal.  
Thank you



# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

# Invoice

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>230832 | Date<br>12/1/2022     |
| Customer Number<br>16368 | Due Date<br>12/1/2022 |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$251.50 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date  |
|--------------------------------------|-----------------|-----------|--------------|-----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 12/1/2022    | 12/1/2022 |

| Quantity             | Description   | Rate   | Amount   |
|----------------------|---|--------|----------|
| 1.00                 | Transit Operations Bldg Service Plan, Department of Planning & Zonin,<br>Service Contract<br>Access Control , 12/1/2022 - 12/31/2022<br>Line Item 2 | 225.00 | 225.00   |
| 1.00                 | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL<br>Cellular Security<br>Security System, 12/1/2022 - 12/31/2022<br>Line Item 1        | 26.50  | 26.50    |
|                      | Tax   |        | 0.00     |
|                      | Payments/Credits Applied  |        | 0.00     |
| Invoice Balance Due: |   |        | \$251.50 |

\*\*\*\*\*

To contact us:

Service questions/concerns  
(727) 939-8888

Accounting questions  
(330) 941-5733

| Date      | Invoice # | Description    | Amount   | Balance Due |
|-----------|-----------|----------------|----------|-------------|
| 12/1/2022 | 230832    | Recurring Fees | \$251.50 | \$251.50    |

State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Dec 1st - Dec 31st, 2022  
Thank you

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

|                          |                       |
|--------------------------|-----------------------|
| Invoice Number<br>230832 | Date<br>12/1/2022     |
| Customer Number<br>16368 | Due Date<br>12/1/2022 |
| Registration Code:       | A8447A                |

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date  |
|--------------------------------------|-----------------|-----------|--------------|-----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 12/1/2022    | 12/1/2022 |

| Quantity           | Description  | Rate   | Amount |
|--------------------|--|--------|--------|
| Transit Operations | Bldg Service Plan, Department of Planning & Zonin, |        |        |
| 1.00               | Service Contract                                   | 225.00 | 225.00 |
|                    | Access Control , 12/1/2022 - 12/31/2022            |        |        |
|                    | Line Item 2  |        |        |
| Transit Operations | Building, 700 Aeriform Dr, Brooksville, FL         |        |        |
| 1.00               | Cellular Security                                  | 26.50  | 26.50  |
|                    | Security System, 12/1/2022 - 12/31/2022            |        |        |
|                    | Line Item 1  |        |        |
|                    | Tax  |        | 0.00   |

| Date      | Type        | Reference                         | Amount        |
|-----------|-------------|-----------------------------------|---------------|
| 2/27/2023 | Credit Card | ACH Processing                    | 251.50        |
|           |             | Total Payments / Credits Applied: | 251.50        |
|           |             | Invoice Balance Due:              | <u>\$0.00</u> |

|                |  |  |
|----------------|--|--|
| To contact us: | Service questions/concerns<br>(727) 939-8888 | Accounting questions<br>(330) 941-5733 |
|----------------|--|--|

| Date      | Invoice # | Description    | Current Invoice | Balance Due |
|-----------|-----------|----------------|-----------------|-------------|
| 12/1/2022 | 230832    | Recurring Fees | \$251.50        | \$0.00      |

Monitoring Dec 1st - Dec 31st, 2022  
Thank you

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>231739 | Date<br>1/1/2023     |
| Customer Number<br>16368 | Due Date<br>1/1/2023 |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$251.50 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 1/1/2023     | 1/1/2023 |

| Quantity           | Description  | Rate   | Amount          |
|--------------------|--|--------|-----------------|
| Transit Operations | Bldg Service Plan, Department of Planning & Zonin, |        |                 |
| 1.00               | Service Contract                                   | 225.00 | 225.00          |
|                    | Access Control , 1/1/2023 - 1/31/2023              |        |                 |
|                    | Line Item 2  |        |                 |
| Transit Operations | Building, 700 Aeriform Dr, Brooksville, FL         |        |                 |
| 1.00               | Cellular Security                                  | 26.50  | 26.50           |
|                    | Security System, 1/1/2023 - 1/31/2023              |        |                 |
|                    | Line Item 1  |        |                 |
|                    | Tax  |        | 0.00            |
|                    | Payments/Credits Applied                           |        | 0.00            |
|                    | Invoice Balance Due:                               |        | <u>\$251.50</u> |

\*\*\*\*\*

|                |  |  |
|----------------|--|--|
| To contact us: | Service questions/concerns<br>(727) 939-8888 | Accounting questions<br>(330) 941-5733 |
|----------------|--|--|

| Date     | Invoice # | Description    | Amount   | Balance Due |
|----------|-----------|----------------|----------|-------------|
| 1/1/2023 | 231739    | Recurring Fees | \$251.50 | \$251.50    |

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Jan 1st - Jan 31st, 2023  
Thank you



# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

## Invoice

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>231739 | Date<br>1/1/2023     |
| Customer Number<br>16368 | Due Date<br>1/1/2023 |
| Registration Code:       | A8447A               |

To: Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$0.00 Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 1/1/2023     | 1/1/2023 |

| Quantity | Description   | Rate   | Amount |
|----------|---|--------|--------|
| 1.00     | Transit Operations Bldg Service Plan, Department of Planning & Zonin,<br>Service Contract<br>Access Control , 1/1/2023 - 1/31/2023<br>Line Item 2 | 225.00 | 225.00 |
| 1.00     | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL<br>Cellular Security<br>Security System, 1/1/2023 - 1/31/2023<br>Line Item 1        | 26.50  | 26.50  |
|          | Tax   |        | 0.00   |

| Payment History |             |                                   |        |
|-----------------|-------------|-----------------------------------|--------|
| Date            | Type        | Reference                         | Amount |
| 2/27/2023       | Credit Card | ACH Processing                    | 251.50 |
|                 |             | Total Payments / Credits Applied: | 251.50 |
|                 |             | Invoice Balance Due:              | \$0.00 |

\*\*\*\*\*

To contact us:      Service questions/concerns      Accounting questions  
(727) 939-8888      (330) 941-5733

| Date     | Invoice # | Description    | Current Invoice | Balance Due |
|----------|-----------|----------------|-----------------|-------------|
| 1/1/2023 | 231739    | Recurring Fees | \$251.50        | \$0.00      |

## State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Jan 1st - Jan 31st, 2023  
Thank you

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>232666 | Date<br>2/1/2023     |
| Customer Number<br>16368 | Due Date<br>2/1/2023 |

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 2/1/2023     | 2/1/2023 |

| Quantity           | Description  | Rate   | Amount          |
|--------------------|--|--------|-----------------|
| Transit Operations | Bldg Service Plan, Department of Planning & Zonin, |        |                 |
| 1.00               | Service Contract                                   | 225.00 | 225.00          |
|                    | Access Control , 2/1/2023 - 2/28/2023              |        |                 |
|                    | Line Item 2  |        |                 |
| Transit Operations | Building, 700 Aeriform Dr, Brooksville, FL         |        |                 |
| 1.00               | Cellular Security                                  | 26.50  | 26.50           |
|                    | Security System, 2/1/2023 - 2/28/2023              |        |                 |
|                    | Line Item 1  |        |                 |
|                    | Tax  |        | 0.00            |
|                    | Payments/Credits Applied                           |        | 0.00            |
|                    | Invoice Balance Due:                               |        | <u>\$251.50</u> |

\*\*\*\*\*

Accounting questions  
(330) 941-5733

| Date     | Invoice # | Description    | Amount   | Balance Due |
|----------|-----------|----------------|----------|-------------|
| 2/1/2023 | 232666    | Recurring Fees | \$251.50 | \$251.50    |

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Feb 1st - Feb 28th, 2023  
Thank you

# State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

# Invoice

|                          |                      |
|--------------------------|----------------------|
| Invoice Number<br>232666 | Date<br>2/1/2023     |
| Customer Number<br>16368 | Due Date<br>2/1/2023 |

To: Darlene Lollie  
Hernando County Transit Ops Facility  
Attn: accounts payable  
1653 Blaise Dr  
Brooksville, FL 34601

Remit To: State Alarm Inc  
Corporate Office  
5956 Market St  
Youngstown, OH 44512

Amount Enclosed: \_\_\_\_\_ Net Due: \$0.00

Detach And Return Top Portion With Your Payment

| Customer Name                        | Customer Number | PO Number | Invoice Date | Due Date |
|--------------------------------------|-----------------|-----------|--------------|----------|
| Hernando County Transit Ops Facility | 16368           | 21000406  | 2/1/2023     | 2/1/2023 |

| Quantity             | Description   | Rate   | Amount |
|----------------------|---|--------|--------|
| 1.00                 | Transit Operations Bldg Service Plan, Department of Planning & Zonin,<br>Service Contract<br>Access Control , 2/1/2023 - 2/28/2023<br>Line Item 2 | 225.00 | 225.00 |
| 1.00                 | Transit Operations Building, 700 Aeriform Dr, Brooksville, FL<br>Cellular Security<br>Security System, 2/1/2023 - 2/28/2023<br>Line Item 1        | 26.50  | 26.50  |
|                      | Tax   |        | 0.00   |
|                      | Payments/Credits Applied  |        | 251.50 |
| Invoice Balance Due: |   |        | \$0.00 |

\*\*\*\*\*

To contact us:

Service questions/concerns  
(727) 939-8888

Accounting questions  
(330) 941-5733

| Date     | Invoice # | Description    | Amount   | Balance Due |
|----------|-----------|----------------|----------|-------------|
| 2/1/2023 | 232666    | Recurring Fees | \$251.50 | \$0.00      |

State Alarm Inc

8152 Washington St  
Port Richey, FL 34668  
(727) 939-8888

Monitoring Feb 1st - Feb 28th, 2023  
Thank you



# Bank of America

Purchase Report for Month of:

February

| Name                  | Department | Post Date | Vendor Name              | Account Coding | Charge Amount |
|-----------------------|------------|-----------|--------------------------|----------------|---------------|
| Lollie, Darlene       | Planning   | 2/10/2023 | IN MID FLORIDA DIESEL IN | 340075304603   | 599.39        |
| Lollie, Darlene       | Planning   | 2/27/2023 | 4TE STATE ALARM INC #2   | 340155303401   | 780.06        |
| Lollie, Darlene       | Planning   | 3/1/2023  | 4TE STATE ALARM INC #2   | 340155303401   | 503.00        |
| Lollie, Darlene       | Planning   | 3/1/2023  | SP MOUNT-IT.COM          | 340155305201   | 36.19         |
| Lollie, Darlene       | Planning   | 3/3/2023  | 4TE STATE ALARM INC #2   | 340155303401   | 251.50        |
| Lollie, Darlene Total |            |           |                          |                | 2,170.14      |



## Board of County Commissioners

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 12228  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Notice of Special Exception Use Permit Action Taken by Planning and Zoning Commission on May 8, 2023

#### BRIEF OVERVIEW

Attached is a memorandum from Senior Planner Omar De Pablo regarding a Special Exception Use Permit action taken by the Planning and Zoning Commission (P&Z) on May 8, 2023. On that date, the P&Z voted to approve a request from Timothy Mullins for a revision to a special exception use permit for a community residential home, namely assisted living facility (SE2301).

According to Appendix A, Zoning, Article V, Section 8(l) of the Hernando Code of Ordinances, the Board, by a majority vote, may decide to review any special exception decision rendered by the P&Z. If at least a majority of the governing body do not vote to review the P&Z decision within thirty (30) days, the P&Z decision shall be deemed final and subject only to review by the circuit court.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action is required by the Board.

#### REVIEW PROCESS


|                 |          |            |          |
|-----------------|----------|------------|----------|
| Michelle Miller | Approved | 05/11/2023 | 8:35 AM  |
| Pamela Hare     | Approved | 05/11/2023 | 9:34 AM  |
| Kyle Benda      | Approved | 05/11/2023 | 9:57 AM  |
| Heidi Kurppe    | Approved | 05/11/2023 | 5:26 PM  |
| Scott Herring   | Approved | 05/12/2023 | 2:50 PM  |
| Jeffrey Rogers  | Approved | 05/14/2023 | 9:57 PM  |
| Colleen Conko   | Approved | 05/15/2023 | 10:02 AM |

May 10, 2023

**MEMORANDUM**

**TO:** Honorable Chairman and Members of the Board of County Commissioners

**VIA:** Jeffrey Rogers, County Administrator  
County Administrator's Office

**FROM:** Cesar Omar DePablo, Senior Planner   
Planning Department

**SUBJECT: Special Exception Actions by the Planning and Zoning Commission on May 8, 2023**

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For the Board's information, on May 8, 2023, the Planning and Zoning Commission (P&Z) held a duly advertised public hearing to consider an advertised request for a Special Exception(s). Attached to this memorandum is (are) the staff report(s) and action(s) of the P&Z on the special exception request(s) at that scheduled public hearing.

A notification letter was sent on Wednesday, May 11, 2023, to inform the petitioner(s) of the P&Z action(s). According to Appendix A, Zoning, Article V, Section 8(l) of the Hernando County Code of Ordinances, the Board of County Commissioners, by a majority vote, may decide to review any special exception decision rendered by the P&Z. If at least a majority (three (3) members) of the governing body do not vote to review the P&Z decision within thirty (30) days, which would be Wednesday, June 7, 2023, the P&Z decision shall be deemed final and subject only to review by the circuit court. The review of the decision by the BCC shall be at a public hearing held within sixty (60) days of the P&Z decision. The board has the authority to continue, on its own motion, to a later date a final decision on any special exception matter pending before it for review.

The review of decision by the BCC would occur on the regular BCC hearing date of Tuesday, July 11, 2023, (calculated from the date of P&Z decision). "Public notice" for this hearing shall mean publication of notice of the time, place and purpose of such hearing one (1) time in a newspaper of general circulation in the county, such publication to be at least five (5) days prior to such hearing, and such notice shall be posted in a conspicuous place or places around such lots, parcels, or tracts of land as may be involved in the hearing. Affidavit proof of the required publication and posting of the notice shall be presented at the hearing.

The Board may affirm, modify, or reverse the decision of the P&Z at the hearing.

**Copies:** Applicant's File



**STAFF REPORT**

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**HEARINGS:** Planning & Zoning Commission: April 10, 2023  
**APPLICANT:** Timothy Mullins  
**FILE NUMBER:** SE-23-01  
**REQUEST:** Revision to a Special Exception Use Permit for Community Residential Home, namely an Assisted Living Facility  
**GENERAL LOCATION:** Northeast corner of Canterbury Street and Mead Drive  
**PARCEL KEY NUMBER:** 456009

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**APPLICANT'S REQUEST**

On December 11, 2017, the Planning and Zoning Commission approved a revision to a Special Exception Use Permit for a Community Residential Home, namely an Assisted Living Facility in order to increase the number of beds from eight (8) to twelve (12); however, ten (10) beds were ultimately approved. The petitioner's current request is to remodel the facility/home and add an additional bedroom and half bath, which would result in accommodations for four (4) new beds (14 total beds). The petitioner has indicated renovations will not alter the residential aesthetics of the home.

**SITE CHARACTERISTICS:**

**Site Size:** 0.25 acres  
**Surrounding Zoning;**  
**Land Uses:** North: AG; undeveloped  
South: PDP(MF); Multifamily  
East: PDP(MF); Multifamily  
West: PDP(MF); Multifamily  
**Current Zoning:** PDP(MF)/Planned Development Project (Multifamily)  
**Future Land Use**  
**Map Designation:** Residential  
**Flood Zone:** C

**UTILITIES REVIEW**

The Utilities Department has indicated that central water and sewer are currently provided to the subject site.

## **ENGINEERING & TRANSPORTATION REVIEW**

The site is located on the northeast corner of Canterbury Street and Mead Drive. The petitioner has indicated utilizing the existing driveway and a recently created paved parking area along Mead Drive. The County Engineer has reviewed the request and indicated the following:

- Applicant must comply with all previous Special Exception performance conditions prior to pursuing Special Exception to expand conditions.
- No parking shall be permitted in the right-of-way.
- Dedicated paved handicap parking space shall be provided.

## **LAND USE REVIEW**

The petitioner has submitted a request for a revision to a special exception use permit for a community residential home. Community residential facilities are special exception uses that may be approved in all zoning categories.

Minimum Building Setbacks:

- Front: 25'
- Side: 10'
- Rear: 20'

County LDRs requires a minimum of 0.3 parking spaces per bed for an Assisted Living Facility. The petitioner is proposing a total of fourteen (14) beds which requires five (5) parking spaces. The petitioner has provided six (6) parking spaces (four along the front and 2 along the side) for the proposed expansion.

A special exception use permit is an additional use which may be granted by the Planning and Zoning Commission (P&Z) in accordance with the LDRs. As part of the review, the P&Z must determine that the tract of land is suitable for the type of special exception use proposed by virtue of its location, shape, topography, and nature of surrounding development. The P&Z has the ability to assign reasonable conditions to the approval.

The special exception use permit is a land use determination only. All applicable development rules would have to be met if the permit is approved. Furthermore, special exception use permits shall be in compliance with the minimum Special Exception Use General Standards, Article V, Section 8(B).

If a developer fails to obtain a building permit for the vertical construction of the principal or primary building within a period of not more than two (2) years from the approval date or the special exception use is not established during this period, then the special exception use permit shall be null and void.

## **COMPREHENSIVE PLAN REVIEW**

The subject property is located within a Residential Land Use classification on the adopted Future Land Use map. Land uses allowed within the Residential category include office professional, retail, recreation, offices, minor public facilities and minor institutional uses.



The Housing Element of the adopted Comprehensive Plan states:

**Objective 3.04B** Adequate sites will be available to accommodate group home facilities and foster care facilities as licensed by the Florida Department of Children and Families.

**Comment:** Group home facilities are either permitted uses or special exception uses in a variety of zoning classifications throughout the County.

## **FINDING OF FACTS**

The request for a Revision to a Special Exception Use Permit for Community Residential Home, namely an Assisted Living Facility is appropriate based on the following conclusion:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses subject to compliance with all performance conditions.
2. The petitioner has requested an increase in beds from 10 to 14 beds. Based on the improvements made to the property for parking and the proposed expansion of the facility/home, staff has no objections to the increase in beds.

## **NOTICE OF APPLICANT RESPONSIBILITY:**

*The special exception process is a land use determination and does not constitute a permit for either construction on, or use of, the property, or a Certificate of Concurrence. Prior to use of, or construction on, the property, the petitioner must receive approval from the appropriate County department(s) for the proposed use.*

*The granting of this land use determination does not protect the owner from civil liability for recorded deed restrictions which may exceed any county land use ordinances. Homeowners associations or architectural review committees require submission of plans for review and approval. The applicant for this land use request should contact the local association or the Public Records for all restrictions applicable to this property.*

## **STAFF RECOMMENDATIONS:**

It is recommended that the Planning and Zoning Commission approve the petitioner's request for a revision to a Special Exception Use Permit for Community Residential Home, namely an Assisted Living Facility, with the following performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The facility shall be limited to a maximum of fourteen (14) beds.
3. The petitioner shall provide the minimum parking requirements on-site and provide a dedicated paved handicap parking space.
4. No parking shall be permitted in the right-of-way.



5. Any additional residents shall require an amendment to the special exception use permit.

**P&Z ACTION:**

On May 8, 2023, the Planning and Zoning Commission approved the petitioner's request for a revision to a Special Exception Use Permit for Community Residential Home, namely an Assisted Living Facility, with the following unmodified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The facility shall be limited to a maximum of fourteen (14) beds.
3. The petitioner shall provide the minimum parking requirements on-site and provide a dedicated paved handicap parking space.
4. No parking shall be permitted in the right-of-way.
5. Any additional residents shall require an amendment to the special exception use permit.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Audit Services  
Prepared By: Vicky Sizemore  
Initiator: Douglas Chorvat, Jr.  
DOC ID: 12200  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Airport Construction Contracts Audit Report Dated April 26, 2023

#### BRIEF OVERVIEW

Attached is a copy of the Airport Construction Contracts Audit Report dated April 26, 2023.

#### FINANCIAL IMPACT

For informational purposes only.

#### LEGAL NOTE

None.

#### RECOMMENDATION

This item is informational only and no action is required by the Board.

#### REVIEW PROCESS

|                 |          |                     |
|-----------------|----------|---------------------|
| Douglas Chorvat | Approved | 04/28/2023 11:46 AM |
| Toni Brady      | Approved | 04/30/2023 10:29 AM |
| Pamela Hare     | Approved | 05/01/2023 10:23 AM |
| Heidi Kurppe    | Approved | 05/02/2023 11:21 AM |
| Scott Herring   | Approved | 05/02/2023 1:36 PM  |
| Jeffrey Rogers  | Approved | 05/03/2023 10:09 PM |
| Colleen Conko   | Approved | 05/04/2023 10:15 AM |


Hernando County Clerk of Circuit Court  
Audit Services Department  
Audit Report  
Airport Construction Contracts  
April 26, 2023



## MANAGEMENT LETTER

**TO:** Jeffrey Rogers, County Administrator

**VIA:** The Honorable Douglas A. Chorvat, Jr.

**FROM:** Elizabeth Hogan, CIA, CFE, Director of Audit Services 

**DATE:** April 26, 2023

**SUBJECT:** **Airport Construction Contracts Audit**

In accordance with the Audit Services Department's Audit Project Schedule, the internal audit team conducted an audit of Airport Construction Contracts. Based on testing, observations, and communications with key personnel, the audit team produced the attached report for your review. Management's responses to the recommendations are also included. A copy of this report has been forwarded to the Board of County Commissioners as an agenda "Correspondence to Note" item.

The purpose of this report is to furnish management with independent, objective analyses, recommendations, counsel, and information concerning the activities reviewed. The audit report is a tool to help management discern and implement specific improvements. It is not an appraisal or rating of management.

Although the internal audit team exercised due professional care in the performance of this audit, this should not be construed to mean that unreported noncompliance or irregularities do not exist. The deterrence of fraud and/or employee abuse is the responsibility of management. Audit procedures alone, even when carried out with professional care, do not guarantee that fraud or abuse will be detected.

The courtesies and cooperation extended by the employees of the Hernando County Airport during the audit were sincerely appreciated.

If you have any questions, concerns, or need additional information in regard to the above or the attached report, please do not hesitate to contact Audit Services at (352) 540-6235, or just stop by our offices in Room 300C.

**ATTACHMENT: Airport Construction Contracts Audit Report**

**Copy:** Valerie Pianta, Economic Development Director

**Copy: Board of County Commissioners**

Chairman John Allocco  
Commissioner Jerry Campbell  
Commissioner Steve Champion  
Commissioner Brian Hawkins  
Commissioner Elizabeth Narverud

**Copy: Audit Services Planning & Priorities Committee**

The Honorable Douglas A. Chorvat, Jr., Clerk of the Circuit Court and Comptroller  
Toni Brady, Director, Office of Management/Chief Procurement Officer  
Jon Jouben, County Attorney  
Tobey Phillips, Deputy County Administrator  
Jeffrey Rogers, County Administrator  
Joshua Stringfellow, CPA, Director of Financial Services  
William Blend, CPA, CFE, Shareholder, MSL P.A.  
Jeff Wolf, CPA, Senior Audit Manager, MSL P.A.

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## Executive Summary

The purpose of this audit was to provide management with some level of assurance that the contract award process complied with Florida Statute, and County Ordinances and Policies; vendor payment applications were accurate, agreed to contract terms, and were paid timely; Change Orders were properly approved and supported; projects were properly monitored and inspected; vendor insurance requirements were satisfied; and if applicable, the contract was properly closed out.

To accomplish this review, we obtained an understanding of the relevant processes; interviewed staff members; and selected a sample of construction contracts for testing.

The results of our review are addressed in the discussion points that follow.

### Discussion Point 1: Vendor Selection and Screening

The construction projects reviewed were subject to the Hernando County Procurement Ordinance, Chapter 2, Article V. Section 2-108 of this ordinance specifies the competitive bidding process for projects that involve "the construction by non-county personnel of any road, street, sidewalk, drainage facility, water distribution system, sewer collection system, water or sewer treatment plant, or building."<sup>1</sup>

The ASD reviewed the contract award documentation. The results of the review determined that the contracts were awarded in compliance with the County's Procurement Ordinance.

### Discussion Point 2: Vendor Payment Application Controls

To evaluate the vendor payment application (pay app) controls, the ASD reviewed the 21 pay apps for the selected projects. While all of the pay apps were mathematically correct, the ASD identified a few opportunities for improvement that if implemented, would strengthen the internal control environment. These opportunities for improvement included the following: draft Standard Operating Procedures (SOP); ensure all pay app line items agree to the approved contract; have the owner's representative named in the contract review and approve the pay app; and ensure that all pay apps are processed within the timeframes specified in the Florida Prompt Payment Act (F.S. 218.735).

### Discussion Point 3: Project Monitoring

To determine if projects were being properly monitored, the ASD reviewed documentation for reasonableness and interviewed staff. The review disclosed that an inspector was not onsite for one project while the roadway was paved. At the completion of this project, the project manager did notify the contractor that the pavement contained foreign material and the contractor did correct the situation such that upon final inspection by the Department of Public Works the road paving project was approved. For one of the other projects, it appeared that inspections were not documented for two of the nine pay apps. The inspection of these projects was performed by a contractor.

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1

[https://library.municode.com/fl/hernando\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOR\\_CH2AD\\_ARTVPUREPR](https://library.municode.com/fl/hernando_county/codes/code_of_ordinances?nodeId=PTIICOR_CH2AD_ARTVPUREPR)

#### **Discussion Point 4: Change Orders**

Change Orders, which are amendments to approved contracts, typically modify the total value and/or the contract deadline. Per Purchasing and Contracts Department Procedure No. 080F, change orders are required "regardless of monetary value, when modifications occur to contracts awarded by the Board of County Commissioners and all construction projects which may result in a material change to the contract affecting the cost, time of performance and/or in the tangible nature of any specification relating to the work to be performed by the contractor."

To evaluate the change orders for the selected contracts, the ASD obtained electronic copies of the change orders along with any supporting documentation to determine if they appeared to be properly supported and were properly approved. Based on the results of this review, it appeared that change orders were properly supported and approved.

#### **Discussion Point 5: Contract Close-Out**

Only one of the projects selected for review was completed at the time of the audit. To evaluate the close-out process for this project, the Auditor obtained the documentation from Onbase. Based on the results of this review, it appears that the contract close-out process substantially complied with the County's Purchasing Policy 130G.

## Acknowledgement

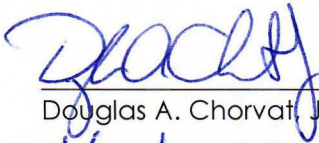
Other minor findings not included in the attached report were communicated to management and/or corrected during fieldwork.

Fieldwork was performed by: Elizabeth Hogan, CIA, CFE, Director of Audit Services

Management's response was provided by: Valerie Pianta, Economic Development Director  
Steve Miller, BKV Airport Manager

Management's response was approved by: Jeffrey Rogers, County Administrator

This report was reviewed and authorized by Douglas A. Chorvat, Jr., Clerk of Circuit Court and Comptroller.

  
\_\_\_\_\_  
Douglas A. Chorvat, Jr.  
4/26/2023  
\_\_\_\_\_  
Date



## BACKGROUND INFORMATION

Operations at the Brooksville Regional Airport falls under the purview of the Federal Aviation Administration (FAA) and the Florida Department of Transportation (FDOT). Both the FAA and FDOT require an effective pavement maintenance management program.

According to the County's website, to ensure that the airport infrastructure is properly maintained,

A Capital Improvement Plan (CIP) is outlined in the airport's master plan and identifies recommended improvements over a 20-year planning period. CIP programs are centered around safety, pavement rehabilitation, airfield electrical, stormwater and environmental improvements. These projects are typically funded utilizing Federal Aviation (FAA) and Florida Department of Transportation (FDOT) grant programs.<sup>2</sup>

Per County Ordinance Section 3-30,

All contracts for the construction, repair, alteration or otherwise of the airport or part thereof or the purchase of equipment and supplies shall be in accordance with the county procurement ordinance, latest revision, and that all expenditures requiring an advertisement for sealed bids, as specified therein, be approved by the board of county commissioners.<sup>3</sup>

Chapter 2, Article V, Purchasing Regulations/Procurement, Sec. 2-98 states that the

purpose is to establish the county's purchasing function under a centralized system which will enable the county to:

- (1) Establish uniform policies and procedures governing purchases and contracts by the county;
- (2) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the county;
- (3) Foster effective competition within the free enterprise system; and
- (4) Provide safeguards for the maintenance of a procurement system of quality and integrity<sup>4</sup>

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<sup>2</sup> <https://flybkv.com/doing-business/capital-program/>

<sup>3</sup>

[https://library.municode.com/fl/hernando\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOR\\_CH3AIA\\_V\\_ARTIIBRMPBAREAI\\_S3-30COSUPRORBISUCOAP](https://library.municode.com/fl/hernando_county/codes/code_of_ordinances?nodeId=PTIICOR_CH3AIA_V_ARTIIBRMPBAREAI_S3-30COSUPRORBISUCOAP)

<sup>4</sup>

[https://library.municode.com/fl/hernando\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOR\\_CH2AD\\_ARTVPUREPR](https://library.municode.com/fl/hernando_county/codes/code_of_ordinances?nodeId=PTIICOR_CH2AD_ARTVPUREPR)

The County's procurement of goods and services must comply with all applicable Florida Statutes. Florida Statute 287.017, 287.057, and 287.058 address the purchasing thresholds and the procurement requirements for commodities or services in excess of \$35,000, Category 2. The requirements are indicated in the chart below.

| F.S. 287.017<br>Purchasing categories,<br>threshold amounts  | F.S 287.057<br>Procurement of<br>commodities or<br>contractual services   | F.S 287.058<br>Contract document  |
|--|---|---|
| <ul style="list-style-type: none"> <li>• Category 1: \$20,000</li> <li>• Category 2: \$35,000</li> <li>• Category 3: \$65,000</li> <li>• Category 4: \$195,000</li> <li>• Category 5: \$325,000</li> </ul> | <ul style="list-style-type: none"> <li>• Identifies criteria for invitation to bid</li> <li>• Contract award to responsible, responsive vendor with lowest responsive bid</li> <li>• Competitive sealed bids for commodities or services in excess of Category 2</li> <li>• Excludes artistic services, academic review programs reviews &lt; \$50k, etc.</li> <li>• Identifies contract manager responsibilities</li> <li>• Evaluation of bids for contracts in excess of Category 4</li> <li>• Approval process for contractual services in excess of Category 3</li> </ul> | <ul style="list-style-type: none"> <li>• Procurements in excess of Category 2 shall be evidenced by written agreement</li> <li>• Bills for fees or services should be detailed to enable pre and post audit</li> <li>• Submission and rates for travel expenses</li> <li>• Public access to all contractor's documents, papers, letters, or other material made or received by the contractor related to the contract</li> <li>• Scope of work</li> <li>• Quantifiable, measurable, verifiable units of deliverables</li> <li>• Final date for contract completion</li> <li>• Renewal period</li> <li>• Financial consequences for non-performance</li> <li>• Property rights of any intellectual property</li> </ul> |

Figure 1 – Auditor generated

## ORGANIZATIONAL STRUCTURE

At the time of the audit, Airport Administration reported to the Economic Development Director. The department was comprised of 8 full time positions – 1 Airport Manager; 1 Senior Project Manager; 1 Finance Specialist; 1 Administrative Assistant; 1 Maintenance Technician; and 1 Grounds Maintenance.

## FINANCIAL INFORMATION

A 5-Year Capital Improvement Plan (CIP) is approved by the BOCC each year during the budget process. Per the County's Budget Policy, the CIP "covers a five-year period and is updated annually. Capital Improvements, as they pertain to the CIP, are defined as physical assets, constructed or purchased, that has a minimum useful life of 10 years and a minimum total cost of \$50,000."

According to the approved CIP for FY 2019/2020 through FY 2023/2024, the Airport had eight projects scheduled and funded for a total amount of \$32,772,957. As some projects were



modified and others were added to the plan the FY 2022 through FY 2026 plan totaled \$37,026,256, of which \$2,885,053 did not have a designated funding source.

For the time period included in this review of Fiscal Year 2019/2020 to Fiscal Year 2023/2024, Airport staff identified the status of the projects actually undertaken during this timeframe. The projects and their status were as follows:

| PROJECT NAME                          | TOTAL AMOUNT PER<br>FY 2019/20 – FY 2023/24<br>CIP | STATUS   |
|---------------------------------------|--|--|
| Helicopter Drive Extension            | \$300,000  | Completed  |
| Runway 27 Extension                   | \$6,250,000  | Only design and environmental<br>which are currently in process    |
| Runway 27 Safety Area<br>Improvements | \$3,000,000  | This CIP was removed and<br>broken out into separate<br>components |
| Runway 3/21 Shift                     | \$3,000,000  | Moved to 2023-2025   |
| Runway 9/27 Rehabilitation            | \$13,100,000                                       | Almost Complete  |
| Shade Hangar                          | \$137,205  | Design Only  |
| Taxiway A Rehabilitation              | \$5,735,752  | Complete   |
| Technology/Telcom Drive               | \$1,250,000  | Almost complete  |

Figure 2 – Auditor generated



## OBJECTIVE

The purpose of this audit was to provide management with some level of assurance that the contract award process complied with Florida Statute, and County Ordinances and Policies; vendor payment applications (pay apps) were accurate, agreed to contract terms, and were paid timely; Change Orders were properly approved and supported; projects were properly monitored and inspected; vendor insurance requirements were satisfied; and if applicable, the contract was properly closed out.

## SCOPE

The audit covered contracts awarded for the period of Fiscal Year 2019/2020 through Fiscal Year 2022/2023.

To accomplish the audit objectives, the Audit Team performed the following procedures:

- Interviewed key personnel
- Judgmentally selected a sample of 3 construction projects with a CIP total cost of \$19,135,752. The total CIP amount for these 3 projects accounted for 58% of the total CIP. The auditor evaluated the following:
  - Contract award process
  - Vendors' pay apps approval and processing
  - Project monitoring
  - Contract close out (if applicable)
  - Insurance requirements
  - Vendor licenses, registrations, and certifications

Note: For project monitoring, the review was limited to inspection reports provided. These reports and/or photos were reviewed for reasonableness only. The auditor did not evaluate the content of the photos/reports.

The audit procedures performed identified procedures and practices that could be improved. The Opportunities for Improvement are listed below.

| Opportunity for Improvement | Description   | Page Reference |
|-----------------------------|---|----------------|
| 2.1                         | Draft Standard Operating Procedures   | 13             |
| 2.2                         | Ensure all pay app line items agree to the approved contract                          | 14             |
| 2.3                         | Owner's Representative(s) named in the contract reviews and approves pay apps         | 14-15          |
| 2.4                         | Process all pay apps within the timeframe specified in the Florida Prompt Payment Act | 15             |
| 3.1                         | Properly inspect vendor's work as it is being performed                               | 16             |

This audit was neither designed nor intended to be a detailed study of every relevant system, procedure, or transaction. Accordingly, the Opportunities for Improvement presented in this report may not be all-inclusive of areas where improvement may be needed.

## Discussion Points

### Discussion Point 1: Vendor Selection and Screening

Contract selection and screening for the Airport construction projects began with the identification of the need. After the need was identified, the project was included in the Capital Improvement Program (CIP), if it met specific criteria. The CIP, which was updated annually, covered a five-year period, and consisted of projects with a minimum useful life of 10 years and a minimum cost of \$50,000. Projects were ranked and funding sources were identified.

The construction projects identified on the CIP that were awarded were subject to the Hernando County Procurement Ordinance, Chapter 2, Article V. Section 2-108 of this ordinance specified the competitive bidding process for projects that involved "the construction by non-county personnel of any road, street, sidewalk, drainage facility, water distribution system, sewer collection system, water or sewer treatment plant, or building." The BOCC "shall accept the best and lowest responsible and responsive bid for the award of a competitive bid contract." Responsible and responsive bid/bidder are defined as follows:

Responsible bid/bidder means an individual, partnership, firm, association, corporation or business which has submitted a bid, offer, proposal, quotation, or response, which has the capability, as determined by the county, in all respects to fully perform the contract requirements, and the integrity and reliability which give reasonable assurance of good faith and performance.

Responsive bid/bidder means an individual, partnership, firm, association, corporation or business which had submitted a bid, offer, proposal, quotation, or response, which, as determined by the county, conforms in all material respects to a solicitation or request for proposals.

The Airport's CIP projects selected for review were subject to the bidding process defined in the Procurement Ordinance. The Purchasing and Contracts Department advertised the projects on Bidnet, which was the system that was utilized at the time of advertisement. The bid document included financial and insurance, licensing, registrations, and certification requirements. After the bids were reviewed by staff, they were presented to the BOCC for award. In compliance with the County's Procurement Ordinance, the contracts were awarded to the lowest, responsible, and responsive bidder. In addition, the vendor awarded the contract appeared to have complied with the insurance, licensing & registration requirements stipulated in the bid document.



## Discussion Point 2: Vendor Payment Application Controls

The construction payment applications, or pay apps, were submitted by the vendors throughout the duration of the projects. The pay apps included the descriptions of the specific work to be completed and/or the materials required along with the unit of measure, quantity, and unit price. This document was used to track the percentage completion of each line item along with any amount held in retainage. Retainage is the withholding of a portion of the payment to ensure the contractor satisfactorily fulfills their contractual obligations. Florida Statute 218.735, Timely payment for purchases of construction services, states that for any construction services contract, "a local government entity may withhold from each progress payment made to the contractor an amount not exceeding 5% of the payment as retainage."

Florida Statute 218.735 also defines the timeframe for the payment or rejection of the pay apps. The time to process payment if an agent must approve the request is 25 business days after the date that the payment was stamped as received as indicated in F.S. 218.74(1). If agent approval is not required, payment is due 20 business days after the stamped receipt date. If the request does not meet the contractual requirements, the request must be rejected within 20 business days after the stamped receipt date.

To gain an understanding of the pay app processes in place, the ASD interviewed staff and reviewed 100% of the pay apps for the three contracts selected for testing. For all three contracts combined, 21 pay apps were evaluated for compliance with the approved contract, proper approval, timely payment, and mathematical accuracy.

While all pay apps were mathematically accurate, the review disclosed opportunities for improvement regarding the review of pay apps for compliance with the approved contract, the approval of pay apps, and the timeliness of payments. In addition, the ASD noted that the department did not have documented Standard Operating Procedures for staff members to use for guidance. The opportunities for improvement discussed below, if implemented, would strengthen internal controls.

### 2.1 Opportunity for Improvement: Draft Standard Operating Procedures

The Airport Department did not have documented Standard Operating Procedures.

**Recommendation:** To ensure the continuity of operations in the event of staff turnover and to provide inexperienced staff with written guidance, the ASD recommends that the Airport Department management document Standard Operating Procedures for all tasks.

Note: Prior to the completion of the audit the Airport Department had drafted a Standard Operating Procedure for the processing of construction payments.

#### **Management Response:**

The department has created Standard Operating Procedures (SOP) for vendor construction payments and is continuing to create SOPs for other tasks.

**Implementation Date:**  
August 25, 2022



## **2.2 Opportunity for Improvement: Ensure all pay app line items agree to the approved contract**

The approved contract includes the total contract price and the unit price work. The unit price work schedule included in the contract specifically states the item description, the unit of measure, the quantity, the unit price and the total amount.

The ASD compared all pay apps to the approved contract. For one of the contracts reviewed, the pay apps included line items that were not in the approved contract. The County paid approximately \$677k for these line items without the execution of a Change Order.

**Recommendation:** During the pay app approval process, staff should verify that only approved work was performed and billed to the County. Charges for unapproved work and/or materials should be rejected, and the vendor notified of such in compliance with the Prompt Payment Act.

### **Management Response:**

The department will ensure the contract being presented to the BOCC is the correct contract and is properly reflected in the pay applications. Any deviation from the approved contract will be adjusted by a Change Order.

### **Implementation Date:**

**February 24, 2023**

## **2.3 Opportunity for Improvement: Owner's Representative(s) named in the contract review and approve pay apps**

The approved contract documents stipulate Owner's Representatives for each project. Per the American Bar Association, "The 'basic' scope of services assigned to the owner's representative is centered on project management, coordination, facilitation, oversight, and monitoring during the design, procurement, and construction phases of a project."<sup>5</sup> Per the contracts they "assume all duties and responsibilities, and have the rights and authority assigned to the 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." In most cases the Owner's Representative is the Project Manager. Per the Purchasing and Contracts Procedure No. 130G, the originating department is to "Review vendor/contractor's invoices for payment, verify accuracy and submit to County Financial Services for review, approval and payment."

Seven of the 21 (33%) vendor payment applications reviewed were not approved by the Owner's Representative stipulated in the contract documents due in large part to staff turnover. The Owner's Representative should have been accountable for ensuring all aspects of the billed amounts were accurate and in compliance with the contract.

**Recommendation:** Whenever the department experiences turn-over, Department Management should coordinate with the Purchasing and Contracts Department to

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[https://www.americanbar.org/groups/construction\\_industry/publications/under\\_construction/2018/spring/owner-representative/](https://www.americanbar.org/groups/construction_industry/publications/under_construction/2018/spring/owner-representative/)

amend the contract document, as necessary. All pay apps should be reviewed and approved by the Owner's Representative.

**Management Response:**

Purchasing will be contacted to amend and update all necessary contract items containing references to Owner's Representative named in the case of any turnover.

**Implementation Date:**

**February 24, 2023**

**2.4 Opportunity for Improvement: Process all pay apps within the timeframe specified in the Florida Prompt Payment Act**

The Florida Prompt Payment Act (F.S. 218.735) delineates the requirements for documenting the receipt of the vendor payment applications and the subsequent timeframes for either rejecting the payment application or processing it.

Two out of the 21 (9.5%) payment applications reviewed exceeded the time allowed by the Prompt Payment Act.

**Recommendation:** Department management should review the Prompt Payment Act with staff members and incorporate its requirements in the department's standard operating procedures.

**Management Response:**

Staff has been advised of the Prompt Payment Act and has incorporated the requirement into the Department Standard Operating Procedures.

**Implementation Date:**

**February 24, 2023**



### Discussion Point 3: Project Monitoring

According to the Government Finance Officers Association (GFOA) best practices for Capital Project Monitoring and Reporting, "The financial management of major capital projects requires a substantial commitment of organizational time and resources. Given their scale and cost, these capital projects can represent a significant undertaking for local governments. Consequently, governmental entities should establish policies and procedures to support effective capital project monitoring and reporting to assist in the management of these significant projects. Such efforts can improve financial accountability, enhance operational effectiveness and promote citizens' confidence in their government."<sup>6</sup>

Hernando County's Purchasing and Contracts Contract Administration Procedure No. 130G, delineates the responsible parties. According to this policy, the originating division/department/agency is responsible for monitoring the implementation and performance of the Contract after award and ensures compliance with agreed upon specifications, schedule, and budget. The department is responsible for inspecting all work and services being provided.

#### 3.1 Opportunity for Improvement: Properly inspect vendor's work as it is being performed

To determine if projects were properly inspected, staff were interviewed, and inspection documentation (reports and pictures) were reviewed for reasonableness. The documentation was compared to the time period of the pay app. For one project, the review disclosed that an inspector was not onsite while the roadway was paved. For one of the other projects, it appeared that inspections were not documented for two of the nine pay apps.

**Recommendation:** To ensure work is performed in compliance with contract specifications an inspector should be onsite while the work is performed. In addition, if the inspection is performed by a contractor, staff should obtain the reports/pictures and evaluate them in relation to the pay app to ensure that the work invoiced was performed to specifications.

#### **Management Response:**

Staff has been advised of the necessity for inspection documentation and will comply with this recommendation to ensure work was properly completed in relation to pay applications.

#### **Implementation Date:**

**February 24, 2023**

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<sup>6</sup> <https://www.gfoa.org/materials/capital-project-monitoring-and-reporting>



## Discussion Point 4: Change Orders

The American Bar Association defines a Change Order as "an amendment to a construction contract that changes the contractor's scope of work. Most change orders modify the work required by contract documents (which, in turn, usually increases the contract price) or adjust the amount of time the contractor has to complete the work, or both." <sup>7</sup> Because change orders often times increase the contract price, they present a fraud risk. A vendor may underbid a project to gain the contract only to subsequently submit change orders.

Purchasing Policy No. 080F, Change Orders specifies the procedures for the processing of change orders. This policy states that change orders are required

regardless of monetary value, when modifications occur to contracts awarded by the Board of County Commissioners and all construction projects which may result in a material change to the contract affecting the cost, time of performance and/or in the tangible nature of any specification relating to the work to be performed by the contractor.

To evaluate the change orders for the selected contracts, the ASD obtained electronic copies of the change orders along with any supporting documentation to determine if it appeared to be properly supported and properly approved. Based on the results of this review, it appeared that change orders were properly supported and approved.

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[https://www.americanbar.org/groups/construction\\_industry/publications/under\\_construction/2018/fall/construction-101/#:~:text=What%20is%20a%20Change%20Order,the%20contractor's%20scope%20of%20work.](https://www.americanbar.org/groups/construction_industry/publications/under_construction/2018/fall/construction-101/#:~:text=What%20is%20a%20Change%20Order,the%20contractor's%20scope%20of%20work.)

## Discussion Point 5: Contract Close-Out

To close-out a construction contract, the project manager must first determine that all work was completed in accordance with the contract specifications. If necessary, a "punch list" is created to document all tasks that the contractor must satisfactorily complete to finalize the project. If upon reinspection it is determined that the punch list items were satisfactorily resolved, then the contractor submits the final sealed and signed As-Built drawing. In accordance with the Purchasing Policy No. 130G, Contract Administration when the work is determined to be acceptable, the Contractor shall prepare and submit his final Application for payment to the Engineer/Owner with the following:

- a) Contractor's Lien Waiver in the full amount of the Contract Sum.
- b) Lien Waivers from all subcontractors and material suppliers who have furnished for the work under the contract with the Contractor or subcontractor. The lien waivers shall be in the full amount of the Contract involved.
- c) Consent of Surety to final payment.
- d) Vendor Performance Evaluation Form (13A, 13B, or 13C).
- e) Evidence of compliance with requirements of any governing authorities.
- f) Certificates of inspection from all required agencies and departments, as needed.
- g) Warranties and Maintenance Bond.
- h) Confirmation from Florida Department of Environmental Protection (FDEP), if required.
- i) Any outstanding documentation and/or reports necessary to insure [sic] compliance with Florida Department of Transportation (FDOT) requirements. (If applicable)
- j) 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.

Only one of the projects selected for review was completed at the time of the audit. To evaluate the close-out process for this project, the Auditor obtained the documentation from Onbase. Based on the results of this review, it appears that the contract close-out process substantially complied with the County's Purchasing Policy 130G.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Audit Services  
Prepared By: Vicky Sizemore  
Initiator: Christopher Linsbeck  
DOC ID: 12201  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Transmittal From Clerk of Circuit Court and Comptroller Audit Services Department of Parks and Recreation Department Contract Compliance and Financial Control Environment  
Follow-Up Audit Report Dated April 12, 2023

#### BRIEF OVERVIEW

Attached is a copy of the Parks and Recreation Contract Compliance and Financial Environment Follow Up Report dated April 12, 2023.

#### FINANCIAL IMPACT

For informational purposes only.

#### LEGAL NOTE

None.

#### RECOMMENDATION

This item is informational only and no action is required by the Board.

#### REVIEW PROCESS

|                 |          |                     |
|-----------------|----------|---------------------|
| Douglas Chorvat | Approved | 04/28/2023 12:04 PM |
| Toni Brady      | Approved | 04/30/2023 10:31 AM |
| Pamela Hare     | Approved | 05/01/2023 10:27 AM |
| Heidi Kurppe    | Approved | 05/02/2023 11:19 AM |
| Scott Herring   | Approved | 05/02/2023 1:23 PM  |
| Jeffrey Rogers  | Approved | 05/14/2023 10:35 PM |
| Colleen Conko   | Approved | 05/15/2023 10:07 AM |




Hernando County Clerk of Circuit Court  
Audit Services Department  
Follow-Up Audit Report  
of  
Parks and Recreation Department Contract Compliance and Financial Control Environment  
April 12, 2023

## MANAGEMENT LETTER

**TO:** Jeffrey Rogers, County Administrator

**VIA:** The Honorable Douglas A. Chorvat, Jr.

**FROM:** Elizabeth Hogan, CIA, CFE, Director of Audit Services 

**DATE:** April 12, 2023

**SUBJECT:** Follow-Up Audit of Parks and Recreation Department Contract Compliance and Financial Control Environment

In accordance with the Audit Services Department's Audit Project Schedule, the internal audit team conducted a follow-up audit of the Parks and Recreation Department Contract Compliance and Financial Control Environment Audit. Based on testing and communications with key personnel, the audit team produced the attached report for your review. A copy of this report has been forwarded to the Board of County Commission as an agenda "correspondence to note" item.

The purpose of this report is to furnish management with independent, objective analyses, recommendations, counsel, and information concerning the activities reviewed. The audit report is a tool to help management discern and implement specific improvements. It is not an appraisal or rating of management.

Although the internal audit team exercised due professional care in the performance of this follow-up audit, this should not be construed to mean that unreported noncompliance or irregularities do not exist. The deterrence of fraud and/or employee abuse is the responsibility of management. Audit procedures alone, even when carried out with professional care, do not guarantee that fraud or abuse will be detected.

The courtesies and cooperation extended by the employees of the Hernando County Parks and Recreation and Office of Management and Budget departments, and the Hernando County Clerk of Circuit Court's Information Technology Department during the audit were sincerely appreciated.

If you have any questions, concerns, or need additional information in regard to the above or the attached report, please do not hesitate to contact Audit Services at (352) 540-6235, or just stop by our offices in Room 300C.

**ATTACHMENT: Parks and Recreation Department Contract Compliance and Financial Control Environment Follow-Up Audit Report**

**Copy:** Chris Linsbeck, Community Services Director

**Copy: Board of County Commissioners**

Chairman John Allocco  
Commissioner Jerry Campbell  
Commissioner Steve Champion  
Commissioner Brian Hawkins  
Commissioner Elizabeth Narverud

**Copy: Audit Services Planning & Priorities Committee**

The Honorable Douglas A. Chorvat, Jr., Clerk of the Circuit Court and Comptroller  
Joshua Stringfellow, CPA, Director of Financial Services  
Jon Jouben, County Attorney  
Jeffrey Rogers, County Administrator  
Tobey Phillips, Deputy County Administrator  
Toni Brady, Director, Office of Management & Budget/Chief Procurement Officer  
Jeff Wolf, CPA, Senior Audit Manager, MSL P.A.  
William Blend, CPA, CFE Shareholder, MSL P.A.



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## Executive Summary

The Audit Services Department (ASD) conducted a follow-up audit of the Parks and Recreation Department Contract Compliance and Financial Control Environment Audit dated August 12, 2020. The purpose of this follow-up audit was to determine the status of the previous recommendations for improvement and management's corrective actions.

The purpose of the original Parks and Recreation Department Contract Compliance and Financial Control Environment Audit was to provide management with some level of assurance that the department's internal controls for the collection and recording of fees and the administration of contractual agreements were adequate.

To assess the status of previous recommendations, the ASD interviewed management and staff members and performed limited testing.

Of the eighteen recommendations in the original audit report, ASD determined that sixteen recommendations were implemented; one recommendation was partially implemented; and one recommendation was no longer applicable.

The sixteen recommendations that were implemented pertained to the following Opportunities of Improvement:

- Collect fees for annual parking passes and building & pavilion rentals in accordance with the approved Fee Schedule
- Collect and remit sales tax in accordance with Florida Statutes
- Verification of parking fee payment
- Enhance the tracking process of revenue generated by community events
- Adhere to "Fees are non-refundable" policy
- Verify payment is received for all camp attendees
- Review accounting transactions for accuracy and completeness
- Collect the approved fee for all billboards placed at the County parks
- Comply with County contract authorization policy
- Verify contractor insurance meets the contractual requirements throughout the entire term of the contract
- Verify contract terms are consistently stated throughout the contract document
- Verify camp registration forms are properly completed and submitted
- Obtain and maintain current Billboard Agreements
- Update operating procedures
- Ensure staff members access rights are aligned with their job responsibilities
- Provide staff with training on proper network security protocols

The one recommendation that was partially implemented pertained to the following Opportunity for Improvement:

- Collect payments and late fees in accordance with the contract terms

The department updated Standard Operating Procedures and training was provided to staff on the management and enforcement of contracts and the collection of fees. However, the review determined that payments were not received according to contract terms and late fees were not charged.

**Updated Management Response:**

Staff identified that one of the concession contracts made their monthly payment outside of the 10 day monthly contractual period. As a result, the vendor was notified, late fees have been collected, and future re-occurring incidents of potential late payments will result in immediate late fee accrual as well as potential loss of County Concessionaire contract should this matter not be fully corrected. Training with staff will be an ongoing implementation process.

The one recommendation that was no longer applicable was for the following Opportunity for Improvement:

- Implement dual control procedures for safe access and cash deposits

Department staff was provided cash handling training by the Hernando County Clerk of Circuit Court's Financial Services Department. The department has updated their policies. Cash is no longer accepted for payment at Pine Island and for purchases related to building and pavilion rentals, parking passes, camps and classes, billboard advertising, concessions, leagues, and field reservations.

ASD commends management for the full implementation of recommended improvements, and we encourage management to fully implement all recommendations.



| Audit Comment No. | Audit Services Recommendation   | Management Responses   | Implementation Status |                       |                      |
|-------------------|---|--|-----------------------|-----------------------|----------------------|
|                   |   |  | Implemented           | Partially Implemented | No Longer Applicable |
| 1.1               | <ul style="list-style-type: none"> <li>• Develop a policy regarding fees charged to non-profit organizations and present this policy to the Board of County Commissioners for approval.</li> <li>• Restrict access to the rate table to authorized personnel only so that staff members cannot change the amount charged at the point of sale.</li> <li>• Monthly, reconcile the payments received that are recorded in MaxGalaxy (e.g. GL Distribution Report) to the number of parking passes sold or to the building/pavilion Facility Schedule Report. The department's records should then be compared to the County's financial system. Ideally, for proper segregation of duties, these reconciliations should be performed by a staff member that does not post the entries to the accounts. All reconciliations should be reviewed by management.</li> </ul> | <p>1. Staff will prepare a draft policy for BOCC consideration to approve the rental rate for non-profit organizations. Implementation Date: September 2020</p> <p>2. Training will be conducted with staff members who manage contracts and/or rentals to ensure understanding of the fee schedule and the requirement of adhering to the approved rates. Implementation Date: October 2020 (or once final policy is approved by BOCC)</p> <p>3. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021</p> | ✓                     |                       |                      |
| 1.2               | <p>Management should remain current on the applicable Florida Statutes pertaining to sales tax and ensure that the rate table is updated, accordingly. As part of the monthly reconciliation process, the sales tax amount should be verified for accuracy.</p> <p>In addition, management should coordinate with the Clerk of Court and Comptroller's Department of Financial Services to remediate sales tax payment discrepancies.</p>   | <p>1. Staff will coordinate with Financial Services to obtain information on current sales tax procedures and request any necessary training to reinforce this process. Staff will update SOP manual to reflect updated procedures, which will include the recommendation to consult with Financial Services for proper resolution should discrepancies arise. Implementation Date: January 2021</p> <p>2. In coordination with Financial Services, decisions were made referencing two vendors who were charged incorrect sales tax. Implementation Date: Completed</p>   | ✓                     |                       |                      |

| Audit Comment No. | Audit Services Recommendation  | Management Responses   | Implementation Status |                       |                      |
|-------------------|--|--|-----------------------|-----------------------|----------------------|
|                   |  |  | Implemented           | Partially Implemented | No Longer Applicable |
| 1.3               | <ul style="list-style-type: none"> <li>• Provide customers with a receipt to display on their dashboard and periodically verify that all parked vehicles have the displayed receipt.</li> <li>• Determine the feasibility of accepting credit card payments at the gate via widely accepted software.</li> </ul> | <p>1. Staff will work with Clerk IT to determine the options for credit card payments and finalize process of accepting payments. Administration will be involved with the final decision to determine the level of customer service to be used at this location Implementation Date: December 2020</p> <p>2. Staff will explore options to provide receipts in conjunction with the final process of payment that is chosen at this location. Implementation Date: upon verification of accepted payment process.</p>   | ✓                     |                       |                      |
| 1.4               | Parks and Recreation should review the payment terms with Grantees and collect late fees in accordance with the terms of the contract.   | <p>1. Updates to SOP manual will be made to reflect proper procedures. Implementation Date: September 2020</p> <p>2. Training will be provided for all appropriate staff on proper methods to manage and enforce a contract and collect fees. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: September 2020</p>   |                       | ✓                     |                      |
| 1.5               | <ul style="list-style-type: none"> <li>• Implement procedures to accurately track the number of cars parked and/or the sale of alcoholic beverages</li> <li>• Review event documentation for accuracy</li> <li>• Only provide change funds to County personnel</li> </ul>  | <p>1. Staff will implement the use of tickets for car parking sales and sales of alcoholic beverages for events to accurately track sales. Implementation Date: September 2020 or by next scheduled event</p> <p>2. Cash will only be handled by County staff during an event for those areas pre-determined to be under the County's responsibility, which will be reflected in event documentation/agreement. Implementation Date: September 2020</p> <p>3. Updates to SOP manual will be made to reflect proper procedures and training will be provided for all appropriate staff on accepted methods to track event revenue and complete profit/loss analysis post-event. This will include proper checks and balances and final review/approval by Parks &amp; Rec Manager for all events. Implementation Date: September 2020 or by next scheduled event</p> <p>4. County Administration to review advantages and disadvantages, with considering financial impact of hosting</p> | ✓                     |                       |                      |



| Audit Comment No. | Audit Services Recommendation   | Management Responses   | Implementation Status |                       |                      |
|-------------------|---|--|-----------------------|-----------------------|----------------------|
|                   |   |  | Implemented           | Partially Implemented | No Longer Applicable |
|                   |   | community events, vice partnering with organizations to host the events.   |                       |                       |                      |
| 1.6               | The Parks and Recreation Department personnel should adhere to the approved fee schedule which states, "Fees are non-refundable". In addition, department staff should reconcile the accounts receivable account on a monthly basis. This reconciliation should be reviewed by management | <p>1. Training will be conducted with staff members who manage contracts and/or rentals to ensure understanding of fee schedule and the importance of adhering to the approved rates. Implementation Date: October 2020 (or once final policy is approved by BOCC)</p> <p>2. Staff will reconcile all accounts receivables on a monthly basis, with final review by Parks &amp; Rec Manager. Implementation Date: September 2020</p> <p>3. Any credit and/or refund exceptions considered for weather interruptions, natural disasters or pandemics that prompted cancellations will only be refunded after approval of Deputy County Administrator. Implementation Date: September 2020</p> | ✓                     |                       |                      |
| 1.7               | Reconcile the camp attendance records to the payment receipts. This reconciliation should be reviewed by management.  | <p>1. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021</p> <p>2. Training will be conducted with Recreation staff members overseeing summer camp programs to ensure understanding of fee schedule and the importance of collecting/verifying all required registration paperwork and attendance records. Implementation Date: March 2021</p>   | ✓                     |                       |                      |



| Audit Comment No. | Audit Services Recommendation   | Management Responses  | Implementation Status |                       |                      |
|-------------------|---|---|-----------------------|-----------------------|----------------------|
|                   |   |   | Implemented           | Partially Implemented | No Longer Applicable |
| 1.8               | Management should consider implementing a monthly account reconciliation process and an in-depth periodic review of MaxGalaxy reports to identify possible transaction errors. In addition, management should periodically review the daily work that is submitted to the Clerk of Court and Comptroller's Financial Services Department.   | <p>1. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021</p> <p>2. Management will be expected to conduct periodic reviews of daily work that is submitted to Finance Services to ensure proper procedures are being followed and to maintain working knowledge of revenue/expense activity for the Division. Implementation Date: January 2021</p>   | ✓                     |                       |                      |
| 1.9               | <ul style="list-style-type: none"> <li>Monthly, review receipts for billboards such as, the MaxGalaxy GL Distribution report and compare the payment receipts to the Sign Advertising Agreements.</li> <li>Parks and Recreation staff members should periodically review displayed advertisements to ensure billboards for cancelled agreements are promptly removed.</li> <li>Modifications to Sign Advertising Agreements should be properly executed.</li> </ul> | <p>1. A full review of Sign Advertising Program will be conducted to include execution of new contracts for all sponsors and confirmation of signage currently displayed at County venues with any necessary adjustments to reflect signed agreements. Implementation Date: Completed</p> <p>2. Implementation of a monthly review process of all advertising contracts to include procedures for contract compliance, communication with sponsors for contract compliance, and management review. Implementation Date: October 2020</p> <p>3. Training will be conducted with staff members who manage advertising contracts to ensure understanding of fee schedule and the importance of adhering to the approved rates. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: October 2020 (or once final policy is approved by BOCC)</p> | ✓                     |                       |                      |
| 2.1               | Management should coordinate with the Purchasing and Contracts Department and the County Attorney's Office for the authorization of contracts.  | <p>1. Staff will create templates for all contracts/agreements utilized by Parks &amp; Recreation, with final review by County Attorney's Office and Purchasing and Contracts Department. Implementation Date: December 2020</p> <p>2. Signature Authorization for each level of contract/agreement will be determined by the Board of County Commissioners, upon recommendations from</p>  | ✓                     |                       |                      |

| Audit Comment No. | Audit Services Recommendation  | Management Responses   | Implementation Status |                       |                      |
|-------------------|--|--|-----------------------|-----------------------|----------------------|
|                   |  |  | Implemented           | Partially Implemented | No Longer Applicable |
|                   |  | <p>Purchasing and Contracts Department and County Attorney's Office, to allow for efficient daily operations. Implementation Date: December 2020</p> <p>3. Training will be conducted with staff members who manage contracts and/or agreements to ensure understanding of fee schedule and the importance of adhering to the approved contract terms. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: January 2021 (or once final policy is approved by BOCC)</p>   |                       |                       |                      |
| 2.2               | <p>Parks and Recreation Department management should coordinate with the Purchasing and Contracts Department at the inception of a contract to obtain the Certificate of Insurance and review it for compliance with the contract terms. During the term of the contract, Parks and Recreation Department management should coordinate with Risk Management staff to obtain Certificates of Insurance from Grantees to ensure proper coverage is maintained throughout the term of the contract.</p> | <p>1. A system for collection, verification, and maintenance of Certificates of Insurance will be developed with the coordination of Risk Management and Purchasing and Contracts Department staff. Implementation Date: October 2020</p> <p>2. Training will be conducted with staff members who manage contracts and/or agreements to ensure understanding of required paperwork and the importance of adhering to the approved contract terms. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: January 2021</p> | ✓                     |                       |                      |
| 2.3               | <p>Parks and Recreation Management should work with the Purchasing and Contracts Department and the County Attorney's office to review and approve contract documents.</p>   | <p>3. Staff will create templates for all contracts/agreements utilized by Parks &amp; Recreation, with final review by County Attorney's Office and Purchasing and Contracts Department. Implementation Date: December 2020</p> <p>4. Signature Authorization for each level of contract/agreement will be determined by the Board of County Commissioners, upon recommendations from Purchasing and Contracts Department and County Attorney's Office, to allow for efficient daily operations. Implementation Date: December 2020</p>   | ✓                     |                       |                      |



| Audit Comment No. | Audit Services Recommendation  | Management Responses  | Implementation Status |                       |                      |
|-------------------|--|---|-----------------------|-----------------------|----------------------|
|                   |  |   | Implemented           | Partially Implemented | No Longer Applicable |
| 2.4               | Management should consider exclusively using the online registration feature of MaxGalaxy to allow parents/guardians to register and pay for their child to attend camps. If a parent/guardian does not have internet access, the Parks and Recreation Department should consider setting up a kiosk in their lobby. | <p>1. Staff will work with Clerk IT, Financial Services, and MaxGalaxy to fully utilize the registration and payment abilities of this software for all camp and program registrations. Implementation Date: January 2021</p> <p>2. Staff will submit a Legal Request to County Attorney's Office to determine the need of a notarized waiver with camp registrations. Implementation Date: January 2021</p> <p>3. An alternative will be reviewed and implemented to allow families with no internet access to complete registration. Implementation Date: January 2021</p> <p>4. Staff will conduct a review process in coordination with Clerk IT on the long-term technology needs of this division to determine if a software update or new software package may better meet the financial, security and operational needs of the Parks &amp; Recreation Division. Implementation Date: Summer 2021</p>                      | ✓                     |                       |                      |
| 2.5               | Parks and Recreation management should track Sign Advertising Agreements to identify if an agreement is approaching its expiration date. In addition, payment receipts should be compared to the agreement.  | <p>1. A full review of Sign Advertising Program will be conducted to include execution of new contracts for all sponsors and confirmation of signage currently displayed at County venues with any necessary adjustments to reflect signed agreements. Implementation Date: Completed</p> <p>2. Implementation of a monthly review process of all advertising contracts to include procedures for contract compliance, communication with sponsors for contract compliance, and management review. Implementation Date: October 2020</p> <p>3. Training will be conducted with staff members who manage advertising contracts to ensure understanding of fee schedule and the importance of adhering to the approved rates. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: October 2020 (or once final policy is approved by BOCC)</p> | ✓                     |                       |                      |



| Audit Comment No. | Audit Services Recommendation  | Management Responses   | Implementation Status |                       |                      |
|-------------------|--|--|-----------------------|-----------------------|----------------------|
|                   |  |  | Implemented           | Partially Implemented | No Longer Applicable |
| 2.6               | To provide staff members with proper guidance and training, management should consider updating their Standard Operating Procedures to reflect the current processes and systems.  | <p>1. A full review of all SOPs manuals for Parks and Recreation will be conducted to reflect current procedures. Implementation Date: currently under review</p> <p>2. Training will be conducted with staff members on final SOP manuals to ensure understanding of policies, and to include setting expectations and possible disciplinary action for non-compliance. Implementation Date: once final SOP manuals are approved</p> <p>3. If any changes in policy or procedures occur during the fiscal year, staff assigned to the particular task will be responsible for updating the SOP manual, management will communicate updated procedures with all staff members, and new policies will be available at all Parks &amp; Recreation buildings where determined. Implementation Date: ongoing</p> | ✓                     |                       |                      |
| 3.1               | The system administrative rights should be transferred to the Information Technology Department. Parks and Recreation Management should coordinate with the Information Technology Department to identify the screens necessary for each of the user groups. | <p>1. In coordination with Clerk IT and Financial Services, a review will be conducted to determine the proper access rights for Parks &amp; Recreation staff to ensure delegation of duties is reflected. Implementation Date: January 2021</p> <p>2. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021</p>  | ✓                     |                       |                      |
| 3.2               | To reinforce the communications by the Information Technology Department's Security Analyst, Parks and Recreation Management should periodically review proper network and computer security procedures with staff members.                                  | <p>1. The practice observed by audit team of posting security information has been addressed with appropriate staff members. Implementation Date: Completed</p> <p>2. Training will be conducted with all staff in conjunction with Clerk IT on proper network and computer security on a yearly basis and SOP manuals will reflect these responsibilities. Implementation Date: ongoing</p>   | ✓                     |                       |                      |

| Audit Comment No. | Audit Services Recommendation   | Management Responses  | Implementation Status |                       |                      |
|-------------------|---|---|-----------------------|-----------------------|----------------------|
|                   |   |   | Implemented           | Partially Implemented | No Longer Applicable |
| 3.3               | <p>Management should consider the following:</p> <ul style="list-style-type: none"> <li>Periodically, provide staff members with cash handling training such as that provided by the Clerk of Court and Comptroller's Financial Services Department</li> <li>Determine the feasibility of the following:<br/>Requiring two staff members (dual control) to access the safe and handle cash deposits<br/>Contract with a vendor to handle cash deposits</li> <li>Instruct staff members to secure their cash drawer during breaks and to not share their cash drawer with other staff members</li> </ul> | <p>1. Annual cash handling training will be provided and required to all appropriate staff by Financial Services. Implementation Date: ongoing</p> <p>2. New Parks &amp; Recreation staff members will have to complete cash handling training by Financial Services and/or Finance Specialist prior to being placed in the field to ensure understanding of approved procedures. Implementation Date: ongoing</p> <p>3. Staff will conduct review of dual control system at all venues, but specifically Pine Island, to ensure safety and minimize risk to the County in cooperation with Financial Services. Once completed, any changes in procedures will be implemented immediately and SOP manuals will be updated. Implementation Date: December 2020</p> |                       |                       | ✓                    |

## Acknowledgement

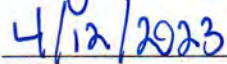
Fieldwork was performed by: Vicky Sizemore, Internal Auditor

This report was reviewed and authorized by Douglas A. Chorvat, Jr., Clerk of Circuit Court and Comptroller.



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Douglas A. Chorvat, Jr.



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Date



## BACKGROUND INFORMATION

The Parks and Recreation Department maintains over 20 parks throughout the county that offer residents and visitors opportunities to enjoy various leisure and recreational activities. To support the operations and maintenance of the park system, the department charges reasonable fees as approved by the Board of County Commissioners (BOCC). The fee schedule was adopted by the BOCC in County Resolutions 2016-99, 2016-191, 2017-150, 2018-181, 2021-10, and 2021-75.

In October 2016, the Parks and Recreation Department purchased MaxGalaxy software from Maximum Solutions, Inc. MaxGalaxy is a web-based recreation management software that is used by the department to manage and track programs, leagues, facility rentals, and concessionaire contracts. This software was implemented by the Parks and Recreation Department in December 2018 and reached its end of life at the end of September 2021.

In September 2021, the department purchased web-based recreation management software RecTrac from Vermont Systems, Inc. This software was implemented in October 2021 and is currently in use by the department.

## OBJECTIVE

The purpose of this follow-up audit of the Parks and Recreation Contract Compliance and Financial Control Environment Audit was to assess the status of previous recommendations for improvement.

The purpose of the original audit was to provide management with some level of assurance that the department's internal controls for the collection and recording of fees and the administration of contractual agreements were adequate.

## SCOPE

To determine the current status of the previous recommendations, ASD interviewed management and staff, and performed limited testing to assess the actual actions taken by management to implement operational improvements.

Samples were selected for testing from March 2022 through August 2022.

| Opportunity for Improvement | Description   | Page Reference |
|-----------------------------|---|----------------|
| 1.1                         | Collect fees for annual parking passes and building & pavilion rentals in accordance with the approved Fee Schedule | 18-19          |
| 1.2                         | Collect and remit sales tax in accordance with Florida Statutes   | 19-20          |
| 1.3                         | Verification of parking fee payment   | 20             |
| 1.4                         | Collect payments and late fees in accordance with the contract terms  | 20-21          |
| 1.5                         | Enhance the tracking process of revenue generated by community events   | 21             |
| 1.6                         | Adhere to "Fees are non-refundable" policy  | 22             |
| 1.7                         | Verify payment is received for all camp attendees   | 22             |
| 1.8                         | Review accounting transactions for accuracy and completeness  | 23             |
| 1.9                         | Collect the approved fee for all billboards placed at the County parks  | 23-24          |
| 2.1                         | Comply with County contract authorization policy  | 25-26          |
| 2.2                         | Verify contractor insurance meets the contractual requirements throughout the entire term of the contract           | 26             |
| 2.3                         | Verify contract terms are consistently stated throughout the contract document                                      | 26-27          |
| 2.4                         | Verify camp registration forms are properly completed and submitted   | 27             |
| 2.5                         | Obtain and maintain current Billboard Agreements  | 28             |
| 2.6                         | Update operating procedures   | 28-29          |
| 3.1                         | Ensure staff members access rights are aligned with their job responsibilities                                      | 30             |
| 3.2                         | Provide staff with training on proper network security protocols  | 30             |
| 3.2                         | Implement dual control procedures for safe access and cash deposits   | 31-32          |



## Discussion Points Status of Recommendations

This section reports the follow-up actions taken by management regarding the Opportunities for Improvement reported in the Parks and Recreation Contract Compliance and Financial Control Environment Audit dated August 12, 2020. The audit comments and recommendations contained herein are those of the original audit, followed by the current status of the Opportunity for Improvement.

### **Discussion Point 1: Financial Transactions**

To determine that proper fees were collected and posted to the department's records and the County's financial system, the Audit Team selected samples of annual parking passes, building & pavilion rentals, concessionaire contracts, in-house programs, community events, advertising, and sponsorships/donations for review. Documentation for these transactions was obtained from CLASS, MaxGalaxy, and OnBase.

Payments associated with the sampled transactions for annual parking passes, building & pavilion rentals, in-house programs, advertising, and sponsorships/donations were evaluated for compliance with the approved Fee Schedules, County Resolutions 2016-99, 2016-191, 2017-150 and 2018-181. Payments for the sample of contracts were evaluated for compliance with the contractual terms.

The revenue generated by the three community events selected for review was evaluated to ensure that sales were properly tracked and recorded in both the department's records and the County's financial system.

For applicable transactions, the collection and remittance of sales tax was evaluated for compliance with Florida Statutes 212.031, Tax on rental or license fee for use of property and 212.054, Discretionary sales surtax; limitations, administration, and collection.

In addition, the Audit Team evaluated the gate operations at Alfred McKethan/Pine Island Park and the procedures for Honor Boxes by interviewing staff members and by physical observation.

Based on the testing of transactions and discussions with department personnel, the collection and recording of sponsorships, and the collection of fees deposited at the Honor Boxes appeared to be operating effectively. For the other areas reviewed, the Audit Team identified Opportunities for Improvement regarding the collection and recording of the financial transactions.

#### **1.1 Opportunity for Improvement: Collect fees for annual parking passes and building & pavilion rentals in accordance with the approved Fee Schedule**

During our review of the collection of fees for annual parking passes and building & pavilion rentals, the Audit Team found that the approved rate was not consistently charged and collected for these transactions.

**Recommendation:** We recommend that management consider the following:

- Develop a policy regarding fees charged to non-profit organizations and present this policy to the Board of County Commissioners for approval.
- Restrict access to the rate table to authorized personnel only so that staff members cannot change the amount charged at the point of sale.



- Monthly, reconcile the payments received that are recorded in MaxGalaxy (e.g. GL Distribution Report) to the number of parking passes sold or to the building/pavilion Facility Schedule Report. The department's records should then be compared to the County's financial system. Ideally, for proper segregation of duties, these reconciliations should be performed by a staff member that does not post the entries to the accounts. All reconciliations should be reviewed by management.

**Management Response:**

1. Staff will prepare a draft policy for BOCC consideration to approve the rental rate for non-profit organizations. Implementation Date: September 2020
2. Training will be conducted with staff members who manage contracts and/or rentals to ensure understanding of fee schedule and the requirement of adhering to the approved rates. Implementation Date: October 2020 (or once final policy is approved by BOCC)
3. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021

**Status: Implemented**

**1.2 Opportunity for Improvement: Collect and remit sales tax in accordance with Florida Statutes**

When reviewing the various transactions, the Audit Team verified if sales tax should be charged and if it was to be charged that the correct sales tax amount was collected from the customer in accordance with Florida Statute 212.031 and 212.054.

In addition, a review of a sample of concessionaire contracts disclosed that the correct sales tax amount was not collected throughout the term of two contracts. The Clerk of Court and Comptroller's Financial Services Department identified and worked with the County Attorney's Office to correct the sales tax for one of the contracts. For the other contract, the audit team noted that the correct sales tax was not charged and collected for the first 4 ½ years of the contract.

**Recommendation:** Management should remain current on the applicable Florida Statutes pertaining to sales tax and ensure that the rate table is updated, accordingly. As part of the monthly reconciliation process, the sales tax amount should be verified for accuracy.

In addition, management should coordinate with the Clerk of Court and Comptroller's Department of Financial Services to remediate sales tax payment discrepancies.

**Management Response:**

1. Staff will coordinate with Financial Services to obtain information on current sales tax procedures and request any necessary training to reinforce this process. Staff will update SOP manual to reflect updated procedures, which

- will include the recommendation to consult with Financial Services for proper resolution should discrepancies arise. Implementation Date: January 2021
2. In coordination with Financial Services, decisions were made referencing two vendors who were charged incorrect sales tax. Implementation Date: Completed

**Status: Implemented**

### **1.3 Opportunity for Improvement: Verification of parking fee payment**

The Audit Team observed operations at Alfred McKethan/Pine Island Park and interviewed gate attendants. The parking meter used to process credit card payments is located inside the gate. Customers paying by credit or debit card proceed into the parking area and subsequently remit payment. By gaining entry prior to submitting payment, the parking fee may not be paid.

**Recommendation:** Management should consider the following:

- Provide customers with a receipt to display on their dashboard and periodically verify that all parked vehicles have the displayed receipt.
- Determine the feasibility of accepting credit card payments at the gate via widely accepted software.

**Management Response:**

1. Staff will work with Clerk IT to determine the options for credit card payments and finalize process of accepting payments. Administration will be involved with the final decision to determine the level of customer service to be used at this location Implementation Date: December 2020
2. Staff will explore options to provide receipts in conjunction with the final process of payment that is chosen at this location. Implementation Date: upon verification of accepted payment process

**Status: Implemented**

### **1.4 Opportunity for Improvement: Collect payments and late fees in accordance with the contract terms**

During the review of payments received and posted to the County's financial system for the contracts reviewed, we found that payments were not made in accordance with the contract terms for ten contracts. For four of the contracts, the Grantees paid the full amount due; however, payments were made after the due dates. For payments received after the due date, the Parks and Recreation Department did not assess and collect the applicable late fee.

**Recommendation:** Parks and Recreation should review the payment terms with Grantees and collect late fees in accordance with the terms of the contract.

**Management Response:**

1. Updates to SOP manual will be made to reflect proper procedures. Implementation Date: September 2020

2. Training will be provided for all appropriate staff on proper methods to manage and enforce a contract and collect fees. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: September 2020

**Status: Partially Implemented**

**Updated Management Response:**

Staff identified that one of the concession contracts made their monthly payment outside of the 10 day monthly contractual period. As a result, the vendor was notified, late fees have been collected, and future re-occurring incidents of potential late payments will result in immediate late fee accrual as well as potential loss of County Concessionaire contract should this matter not be fully corrected. Training with staff will be an ongoing implementation process.

**1.5 Opportunity for Improvement: Enhance the tracking process of revenue generated by community events**

The Audit Team reviewed the documentation for three community events. Revenue was generated at these events by charging for parking or for sale of alcoholic beverages. In general, due to a lack of adequate documentation, it could not be determined if all revenue was received and recorded to the County's financial system.

**Recommendation:** Management should consider the following:

- Implement procedures to accurately track the number of cars parked and/or the sale of alcoholic beverages
- Review event documentation for accuracy
- Only provide change funds to County personnel

**Management Response:**

1. Staff will implement the use of tickets for car parking sales and sales of alcoholic beverages for events to accurately track sales. Implementation Date: September 2020 or by next scheduled event
2. Cash will only be handled by County staff during an event for those areas pre-determined to be under the County's responsibility, which will be reflected in event documentation/agreement. Implementation Date: September 2020
3. Updates to SOP manual will be made to reflect proper procedures and training will be provided for all appropriate staff on accepted methods to track event revenue and complete profit/loss analysis post-event. This will include proper checks and balances and final review/approval by Parks & Rec Manager for all events. Implementation Date: September 2020 or by next scheduled event
4. County Administration to review advantages and disadvantages, with considering financial impact of hosting community events, vice partnering with organizations to host the events.

**Status: Implemented**



**1.6 Opportunity for Improvement: Adhere to "Fees are non-refundable" policy**

The transactions for three camps were reviewed for accuracy. In some instances, it was noted that if a child was unable to attend a camp that they were previously registered for, a refund was issued. To record the refund, staff erroneously processed an entry to accounts receivable that artificially increased the accounts receivable balance.

**Recommendation:** The Parks and Recreation Department personnel should adhere to the approved fee schedule which states, "Fees are non-refundable". In addition, department staff should reconcile the accounts receivable account on a monthly basis. This reconciliation should be reviewed by management.

**Management Response:**

1. Training will be conducted with staff members who manage contracts and/or rentals to ensure understanding of fee schedule and the importance of adhering to the approved rates. Implementation Date: October 2020 (or once final policy is approved by BOCC)
2. Staff will reconcile all accounts receivables on a monthly basis, with final review by Parks & Rec Manager. Implementation Date: September 2020
3. Any credit and/or refund exceptions considered for weather interruptions, natural disasters or pandemics that prompted cancellations will only be refunded after approval of Deputy County Administrator. Implementation Date: September 2020

**Status: Implemented**

**1.7 Opportunity for Improvement: Verify payment is received for all camp attendees**

A comparison of camp attendance sheets to payment receipts disclosed that payment was not received for 6 of 122 (5%) campers.

**Recommendation:** Reconcile the camp attendance records to the payment receipts. This reconciliation should be reviewed by management

**Management Response:**

1. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021
2. Training will be conducted with Recreation staff members overseeing summer camp programs to ensure understanding of fee schedule and the importance of collecting/verifying all required registration paperwork and attendance records. Implementation Date: March 2021

**Status: Implemented**

### **1.8 Opportunity for Improvement: Review accounting transactions for accuracy and completeness**

The system conversion from CLASS to MaxGalaxy was done manually. Accounting transactions were entered to reverse remaining account balances in CLASS and were subsequently entered in MaxGalaxy. The review of financial transactions for the implementation of MaxGalaxy software disclosed numerous reversing transactions and other accounting irregularities.

During the review of the implementation of MaxGalaxy software, the Audit Team found an excessive number of reversing transactions. Of 294 purchase orders reviewed, 168 purchase orders (57%) had reversing transactions. In addition, purchase orders with variances were identified which resulted in credit balances in the accounts receivable account. The reversing transactions resulted in a remaining outstanding balance for ten Purchase Orders which totaled \$9,216.

The Audit Team also reviewed the accounting transactions entered at the time of the conversion for the sampled contracts. For several contracts, accounting entries appeared to result in the misstatement of revenue, unearned revenue, and/or accounts receivable.

In addition, payments for two contracts appeared to be applied to invoices in a random manner which negatively impacts the aging of the accounts receivable account.

**Recommendation:** Management should consider implementing a monthly account reconciliation process and an in-depth periodic review of MaxGalaxy reports to identify possible transaction errors. In addition, management should periodically review the daily work that is submitted to the Clerk of Court and Comptroller's Financial Services Department.

#### **Management Response:**

1. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021
2. Management will be expected to conduct periodic reviews of daily work that is submitted to Finance Services to ensure proper procedures are being followed and to maintain working knowledge of revenue/expense activity for the Division. Implementation Date: January 2021

**Status: Implemented**

### **1.9 Opportunity for Improvement: Collect the approved fee for all billboards placed at the County parks**

A sample of parks was selected for the review of advertising processes and procedures. The parks that were judgmentally selected for review were: Alfred McKethan/Pine Island Park; Rogers Park; Bayport Park; Veterans Memorial Park; and Anderson Snow Park. These parks

had billboards displayed for 30 businesses. Our review found billboards were present without evidence of proper payment as follows:

- o Two companies had six billboards hanging as part of a sponsorship. Neither company had donated the required amount to qualify for free billboards.
- o Two companies had seven billboards hanging in lieu of undocumented services provided.
- o Six companies had seven billboards displayed that were cancelled by the advertiser.
- o One company had a sign donated by another company with no documentation of the purchase.

In addition, four companies were given discounted pricing without documented approval.

**Recommendation:** Management should consider the following:

- Monthly, review receipts for billboards such as, the MaxGalaxy GL Distribution report and compare the payment receipts to the Sign Advertising Agreements.
- Parks and Recreation staff members should periodically review displayed advertisements to ensure billboards for cancelled agreements are promptly removed.
- Modifications to Sign Advertising Agreements should be properly executed.

**Management Response:**

1. A full review of Sign Advertising Program will be conducted to include execution of new contracts for all sponsors and confirmation of signage currently displayed at County venues with any necessary adjustments to reflect signed agreements. Implementation Date: Completed
2. Implementation of a monthly review process of all advertising contracts to include procedures for contract compliance, communication with sponsors for contract compliance, and management review. Implementation Date: October 2020
3. Training will be conducted with staff members who manage advertising contracts to ensure understanding of fee schedule and the importance of adhering to the approved rates. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: October 2020 (or once final policy is approved by BOCC)

**Status: Implemented**



## Discussion Point 2: Recordkeeping

For the contracts and transactions selected for review, the Audit Team reviewed all applicable documentation for completeness and proper authorization. Contracts and agreements were reviewed for proper authorization that complied with County Ordinance 93-16, Sec 2-103, Organization; Centralization of Procurement Authority and Purchasing and Contracts procedure 020G, Delegation of Commitment Authority.

Certificates of Liability Insurance for each of the contracts were reviewed for adherence to the contractual terms. The Certificate of Liability Insurance specifies the type of insurance, policy effective dates, limits, and additional insured information. To perform this test, imaged copies of these certificates were reviewed.

In addition, the Audit Team obtained and reviewed the Parks and Recreation Department's Standard Operating Procedures and job descriptions.

### 2.1 **Opportunity for Improvement: Collect the approved fee for all billboards placed at the County parks**

County Ordinance 93-16, Sec 2-103 states that "Except as otherwise provided, all rights, powers, duties, and authority relating to the procurement and contracting of goods and services shall reside with the office of the chief procurement officer." In addition, Purchasing and Contracts Procedure No. 020G, Delegation of Commitment Authority, delineates the summary purchasing thresholds and the categories of individual delegation.

Our review of contracts for concessionaire services, in-house programs, and events disclosed that the authorization of contracts did not consistently comply with neither the County Ordinance 93-16, Sec 2-103 nor the Purchasing and Contracts Procedure No. 020G. During our review, we found that the Parks and Recreation Manager authorized:

- 15 of the 19 concessionaire contracts;
- 3 of the 6 in-house program (class instructor) contracts;
- 1 of the 3 community event contracts

In addition, there was also one instance in which the Parks and Recreation Finance Specialist authorized the modification of a contract.

**Recommendation:** Management should coordinate with the Purchasing and Contracts Department and the County Attorney's Office for the authorization of contracts.

#### **Management Response:**

1. Staff will create templates for all contracts/agreements utilized by Parks & Recreation, with final review by County Attorney's Office and Purchasing and Contracts Department. Implementation Date: December 2020
2. Signature Authorization for each level of contract/agreement will be determined by the Board of County Commissioners, upon recommendations from Purchasing and Contracts Department and County Attorney's Office, to allow for efficient daily operations. Implementation Date: December 2020
3. Training will be conducted with staff members who manage contracts and/or agreements to ensure understanding of fee schedule and the importance of

adhering to the approved contract terms. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: January 2021 (or once final policy is approved by BOCC)

**Status: Implemented**

**2.2 Opportunity for Improvement: Verify contractor insurance meets the contractual requirements throughout the entire term of the contract**

The contract terms state the specific requirements for insurance, indemnity, and allocation of risks. Although department personnel were fully aware of the need to obtain Certificates of Liability Insurance, our review found numerous inconsistencies between the insurance coverage documentation and the insurance requirements stipulated in the contracts. Our review of contracts for concessionaire services, in-house programs, and community events disclosed that of the 30 contracts reviewed:

- 9 did not have insurance coverage for the entire contract period
- 9 did not have proper insurance coverage per the terms of the contract
- 1 did not list the Board of County Commissioners as an additional insured

**Recommendation:** Parks and Recreation Department management should coordinate with the Purchasing and Contracts Department at the inception of a contract to obtain the Certificate of Insurance and review it for compliance with the contract terms. During the term of the contract, Parks and Recreation Department management should coordinate with Risk Management staff to obtain Certificates of Insurance from Grantees to ensure proper coverage is maintained throughout the term of the contract.

**Management Response:**

1. A system for collection, verification, and maintenance of Certificates of Insurance will be developed with the coordination of Risk Management and Purchasing and Contracts Department staff. Implementation Date: October 2020
2. Training will be conducted with staff members who manage contracts and/or agreements to ensure understanding of required paperwork and the importance of adhering to the approved contract terms. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: January 2021

**Status: Implemented**

**2.3 Opportunity for Improvement: Verify contract terms are consistently stated throughout the document**

Our review of the contract documents disclosed that the terms of two contracts were not consistently stated throughout the contract documents.

**Recommendation:** Parks and Recreation Management should work with the Purchasing and Contracts Department and the County Attorney's office to review and approve contract documents.

**Management Response:**

1. Staff will create templates for all contracts/agreements utilized by Parks & Recreation, with final review by County Attorney's Office and Purchasing and Contracts Department. Implementation Date: December 2020
2. Signature Authorization for each level of contract/agreement will be determined by the Board of County Commissioners, upon recommendations from Purchasing and Contracts Department and County Attorney's Office, to allow for efficient daily operations. Implementation Date: December 2020

**Status: Implemented**

**2.4 Opportunity for Improvement: Verify that camp registration forms are properly completed and submitted**

To enroll in camps, parents/guardians submit a completed registration form. This form includes a waiver to "indemnify and hold harmless Hernando County, any of its agents, representatives, officers, or employees, from any claim for injury of our child during special activities and events, including travel to and from all field trips and events, and any claims based on the negligent action or inaction of Hernando County, its agents, representatives, officers, or employees, and agree not to institute or be a party to any action or suit against Hernando County ..."

During our review, we found the following:

- A registration form was not on file for 9 of 122 (7%) campers
- A registration form was not signed by the parent/guardian for 7 of 122 (5%) campers
- The Parent/Guardian's signature was not notarized for 13 of 122 (11%) campers

**Recommendation:** Management should consider exclusively using the online registration feature of MaxGalaxy to allow parents/guardians to register and pay for their child to attend camps. If a parent/guardian does not have internet access, the Parks and Recreation Department should consider setting up a kiosk in their lobby.

**Management Response:**

1. Staff will work with Clerk IT, Financial Services, and MaxGalaxy to fully utilize the registration and payment abilities of this software for all camp and program registrations. Implementation Date: January 2021
2. Staff will submit a Legal Request to County Attorney's Office to determine the need of a notarized waiver with camp registrations. Implementation Date: January 2021
3. An alternative will be reviewed and implemented to allow families with no internet access to complete registration. Implementation Date: January 2021
4. Staff will conduct a review process in coordination with Clerk IT on the long-term technology needs of this division to determine if a software update or new software package may better meet the financial, security and operational needs of the Parks & Recreation Division. Implementation Date: Summer 2021

**Status: Implemented**



## 2.5 **Opportunity for Improvement: Obtain and maintain current Sign Advertising Agreements**

Our review of Sign Advertising Agreements for the parks selected for review disclosed inconsistencies regarding the completion of the agreements. Of the 30 advertising accounts reviewed:

- 10 accounts had no agreement on file
- 7 agreements were not signed
- 5 were expired

**Recommendation:** Parks and Recreation management should track Sign Advertising Agreements to identify if an agreement is approaching its expiration date. In addition, payment receipts should be compared to the agreement.

### **Management Response:**

1. A full review of Sign Advertising Program will be conducted to include execution of new contracts for all sponsors and confirmation of signage currently displayed at County venues with any necessary adjustments to reflect signed agreements. Implementation Date: Completed
2. Implementation of a monthly review process of all advertising contracts to include procedures for contract compliance, communication with sponsors for contract compliance, and management review. Implementation Date: October 2020
3. Training will be conducted with staff members who manage advertising contracts to ensure understanding of fee schedule and the importance of adhering to the approved rates. This will include setting expectations to follow contract terms and possible disciplinary action for non-compliance. Implementation Date: October 2020 (or once final policy is approved by BOCC)

**Status: Implemented**

## 2.6 **Opportunity for Improvement: Update Standard Operating Procedures**

The Audit Team reviewed the Parks and Recreation Department's Standard Operating Procedures. Of the 30 procedures reviewed, 18 were last updated in 2005 and 12 were last updated in 2018. Five of the 30 procedures were not signed by management.

**Recommendation:** To provide staff members with proper guidance and training, management should consider updating their Standard Operating Procedures to reflect the current processes and systems.

### **Management Response:**

1. A full review of all SOPs manuals for Parks and Recreation will be conducted to reflect current procedures. Implementation Date: currently under review
2. Training will be conducted with staff members on final SOP manuals to ensure understanding of policies, and to include setting expectations and possible disciplinary action for non-compliance. Implementation Date: once final SOP manuals are approved
3. If any changes in policy or procedures occur during the fiscal year, staff assigned to the particular task will be responsible for updating the SOP manual,

management will communicate updated procedures with all staff members, and new policies will be available at all Parks & Recreation buildings where determined. Implementation Date: ongoing

**Status: Implemented**

### Discussion Point 3: Network & Physical Security

During the audit the Audit Team evaluated both network and physical security. The Parks and Recreation Department implemented new software in December 2018. Staff access rights in the new system were reviewed to ensure that they aligned with their job responsibilities.

In addition, the Audit Team observed physical security measures during the audit process.

#### 3.1 **Opportunity for Improvement:** Ensure staff members access rights are aligned with their job responsibilities

A review of MaxGalaxy user rights disclosed that staff members have access to update their system permission rights and have access to modify the rate structure.

**Recommendation:** The system administrative rights should be transferred to the Information Technology Department. Parks and Recreation Management should coordinate with the Information Technology Department to identify the screens necessary for each of the user groups.

#### **Management Response:**

1. In coordination with Clerk IT and Financial Services, a review will be conducted to determine the proper access rights for Parks & Recreation staff to ensure delegation of duties is reflected. Implementation Date: January 2021
2. A process will be implemented to address proper segregation of duties. This will include the transfer of the financial duties to a position under the supervision of the Office of Management and Budget, full training of Recreation staff and supervisors on proper procedures for reconciliations and updating SOP manuals to reflect updated procedures. Implementation Date: January 2021

**Status:** Implemented

#### 3.2 **Opportunity for Improvement:** Provide staff with training on proper network security protocols

The Audit Team observed that staff members' network login credentials were posted on a bulletin board in a shared workspace.

**Recommendation:** To reinforce the communications by the Information Technology Department's Security Analyst, Parks and Recreation Management should periodically review proper network and computer security procedures with staff members.

#### **Management Response:**

1. The practice observed by audit team of posting security information has been addressed with appropriate staff members. Implementation Date: Completed
2. Training will be conducted with all staff in conjunction with Clerk IT on proper network and computer security on a yearly basis and SOP manuals will reflect these responsibilities. Implementation Date: ongoing

**Status:** Implemented



**3.3 Opportunity for Improvement: Implement dual control procedures for safe access and cash deposits**

Based on observations during the audit and discussions with personnel, department procedures did not require dual control for safe access and cash deposits.

**Recommendation:** Management should consider the following:

- Periodically, provide staff members with cash handling training such as that provided by the Clerk of Court and Comptroller's Financial Services Department
- Determine the feasibility of the following:
  - Requiring two staff members (dual control) to access the safe and handle cash deposits
  - Contract with a vendor to handle cash deposits
- Instruct staff members to secure their cash drawer during breaks and to not share their cash drawer with other staff members

**Management Response:**

1. Annual cash handling training will be provided and required to all appropriate staff by Financial Services. Implementation Date: ongoing
2. New Parks & Recreation staff members will have to complete cash handling training by Financial Services and/or Finance Specialist prior to being placed in the field to ensure understanding of approved procedures. Implementation Date: ongoing
3. Staff will conduct review of dual control system at all venues, but specifically Pine Island, to ensure safety and minimize risk to the County in cooperation with Financial Services. Once completed, any changes in procedures will be implemented immediately and SOP manuals will be updated. Implementation Date: December 2020

**Status: No Longer Applicable**

**Administration Response:**

Upon request of this audit in 2018, Administration desired to determine the level of efficiency and adherence to approved policies and procedures in the Parks & Recreation Division. We appreciate the extended efforts of the Audit team to fully analyze the current financial operations of this division and to provide Administration with a detailed report of opportunities for improvement and training. In order to move forward in a positive direction and put quality control parameters in place, we feel it's imperative to continue to work to provide increased supervision for the Parks and Recreation Division and change the management of the division.

We feel by placing the current Parks and Recreation Division Manager in the Recreation Coordinator position, we can maximize his strengths in the recreation field while assisting new leadership. Administration will appoint an Interim Manager during the time which Administration and staff will be evaluating where the needs of the division stand and how to best move forward.

Successful leadership in any division is critical; however, proper supervision to provide the necessary support is also a key element in success. When funding allows, the

staffing of the vacant Community Services Director will allow for proper oversight for this division that does not overload the Deputy County Administrator with an excessive number of direct reports.



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 12244  
Legal Request Number:  
Bid/Contract Number:

---

#### TITLE

Transmittal of Minutes From Spring Ridge Community Development District Board of Supervisors Meeting of January 9, 2023

#### BRIEF OVERVIEW

Staff received the attached approved meeting minutes and associated backup materials for the Spring Ridge Community Development District (CDD) Board of Supervisors meeting held January 9, 2023.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action is required.

#### REVIEW PROCESS

|                |          |            |          |
|----------------|----------|------------|----------|
| Pamela Hare    | Approved | 05/05/2023 | 4:07 PM  |
| Heidi Kurppe   | Approved | 05/05/2023 | 4:10 PM  |
| Scott Herring  | Approved | 05/07/2023 | 2:19 PM  |
| Jeffrey Rogers | Approved | 05/14/2023 | 10:14 PM |
| Colleen Conko  | Approved | 05/15/2023 | 10:07 AM |





**MINUTES OF MEETING  
SPRING RIDGE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Spring Ridge Community Development District was held Monday, January 9, 2023, and called to order at 1:13 p.m. at the Spring Ridge Recreation Center, located at 14133 Sweet Shrub Court, Brooksville, Florida 34613.

Present and constituting a quorum were:

Guillermo Velez  
Jane Brekka  
Anthony Martino  
Merry-Lyn Orlando  
Alice Charoonsak

Chairman  
Vice Chairperson  
Assistant Secretary  
Assistant Secretary  
Assistant Secretary

Also present were:

Mark Vega  
Stephen Brletic  
Sandra Manuele

District Manager  
District Engineer  
Clubhouse Manager

*Following is a summary of the discussions and actions taken.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Vega called the meeting to order and called the roll. A quorum was established.

**SECOND ORDER OF BUSINESS**

**Pledge of Allegiance**

The Pledge of Allegiance was recited.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Oath of Office for Newly Elected Supervisors Via General Election  
(Seats 1 & 5)**

*Mr. Vega administered the Oath of Office to Mr. Martino in Seat 1, and Ms. Brekka in Seat 5, and Ms. Angie Morris, a certified Notary of the State of Florida, notarized the oaths.*

**B. Declaration of Vacancy (Seat 2)**

On MOTION by Ms. Brekka, seconded by Mr. Martino, with all in favor, Seat 2 of the Spring Ridge Community Development District was declared vacant. (4-0)

**C. Consideration of a Supervisor to Fill Vacant Seat**

On MOTION by Mr. Velez, seconded by Ms. Brekka, with all in favor, Ms. Orlando shall remain as a Board Supervisor in Seat 2.

**D. Oath of Office to Newly Appointed Supervisor to Seat 2.**

*Mr. Vega administered the Oath of Office to Ms. Orlando in Seat 2, and Ms. Angie Morris, a certified Notary of the State of Florida, notarized the oaths.*

**E. Designation of Officers (Resolution 2023-03)**

On MOTION by Mr. Velez, seconded by Ms. Brekka, with all in favor, Resolution 2023-03, Designating Supervisors of the Board, with Mr. Velez to remain Chairman, Ms. Brekka to remain Vice Chairperson, Mr. Vega to remain Secretary, Mr. Bloom to remain Treasurer, the Office of Assistant Treasurer to remain vacant, and Mr. Martino, Ms. Orlando and Ms. Charoonsak to remain Assistant Secretaries, was adopted.

**FOURTH ORDER OF BUSINESS**

**Audience Comments (Limited to 3 Minutes Per Person)**

None.

**FIFTH ORDER OF BUSINESS****Consent Agenda**

- A. Approval of Minutes of the November 14, 2022 Meeting**
- B. Acceptance of Financial Report as of November 2022**

On MOTION by Ms. Brekka, seconded by Ms. Orlando, with all in favor, the Consent Agenda was approved.

**SIXTH ORDER OF BUSINESS****Engineer's Report**

On MOTION by Ms. Orlando, seconded by Ms. Charoonsak, with all in favor, the Engineering Services Agreement with Brletic Dvorak, Inc. (BDI), was approved.

**A. Parking Lot Solutions and Pricing**

This item was not addressed.

**SEVENTH ORDER OF BUSINESS****Attorney's Report**

- Mr. Vega updated the Board that Ms. Crosby is no longer with the firm, and Mr. Straley is filling in until a new attorney is assigned.

**EIGHTH ORDER OF BUSINESS**

**Manager's Report**

- Mr. Vega reminded the Board of the Budget Workshop being held on Monday, February 13, 2023 at 1:00 p.m., and he requested Board members make him aware of any projects which are to be placed in the budget as placeholders.

**NINTH ORDER OF BUSINESS**

**Clubhouse Manager's Report**

On MOTION by Ms. Brekka, seconded by Ms. Orlando, with all in favor, the quote from P.I.D. Carreras, LLC in the amount of \$16,550 to remove the pool tile and replace with new tile and coping, was approved.

**TENTH ORDER OF BUSINESS**

**Supervisors' Requests**

None.

**ELEVENTH ORDER OF BUSINESS**

**Adjournment**

There being no further business,

On MOTION by Ms. Brekka, seconded by Mr. Martino, with all in favor, the meeting was adjourned at 2:03 p.m.



---

Mark Vega  
Secretary



# Spring Ridge Community Development District

## Board of Supervisors

Guillermo Velez, Chairman  
Jane Brekka, Vice Chairperson  
Anthony Martino, Assistant Secretary  
Merry-Lyn Orlando, Assistant Secretary  
Alice Charoonsak, Assistant Secretary

Mark Vega, District Manager  
Mark Straley District Counsel  
Stephen Brletic, District Engineer  
Sandra Manuele, Clubhouse Manager

## Meeting Agenda

**Monday January 9, 2023 – 1:00 p.m.**

---

- 1. Roll Call**
- 2. Pledge of Allegiance**
- 3. Organizational Matters**
  - A. Oath of Office for Newly Elected Supervisors Via General Election (Seats 1 & 5)
  - B. Declaration of Vacancy (Seat 2)
  - C. Consideration of a Supervisor to Fill Vacant Seat
  - D. Oath of Office for Newly Appointed Supervisor to Seat 2
  - E. Designation of Officers (Resolution 2023-03) **(Page 2)**
- 4. Audience Comments (Limited to 3 Minutes Per Person)**
- 5. Consent Agenda**
  - A. Approval of Minutes of the November 14, 2022 Meeting **(Page 3)**
  - B. Acceptance of Financial Report as of November 30, 2022 **(Page 5)**
- 6. Engineer's Report**
  - A. Parking Lot Solutions and Pricing
- 7. Attorney's Report**
- 8. Manager's Report**
- 9. Clubhouse Manager's Report**
- 10. Supervisors' Requests**
- 11. Adjournment**

**The next Workshop is scheduled for Monday, February 13, 2023 at 1:00 p.m.**

**The next Meeting is scheduled for Monday, March 20, 2023 at 1:00 p.m.**

### District Office:

Inframark, Community Management Services  
210 North University Drive, Suite 702  
Coral Springs, Florida 33071  
954-603-0033

### Meeting Location:

Spring Ridge Recreation Center  
14133 Sweet Shrub Court  
Brooksville, Florida 34613  
352-540-3810

**Tampa Bay Times**  
**Published Daily**

STATE OF FLORIDA  
COUNTY OF Hernando, Citrus

Before the undersigned authority personally appeared **Deirdre Bonett** who on oath says that he/she is **Legal Advertising Representative** of the **Tampa Bay Times** a daily newspaper printed in St. Petersburg, in Pinellas County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter **RE: Meeting Schedule** was published in said newspaper by print in the issues of: **9/14/22** or by publication on the newspaper's website, if authorized, on

Affiant further says the said **Tampa Bay Times** is a newspaper published in **Hernando**, Citrus County, Florida and that the said newspaper has heretofore been continuously published in said **Hernando**, Citrus County, Florida each day and has been entered as a second class mail matter at the post office in said **Hernando**, Citrus County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid not promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

} SS

**NOTICE OF FISCAL YEAR 2023 MEETINGS  
SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Spring Ridge Community Development District will hold their meetings and workshops for Fiscal Year 2023 in the Spring Ridge Recreation Center, 14133 Sweet Shrub Court, Brooksville, Florida 34613 on the third Monday of the following months at 1:00 p.m., unless otherwise indicated:

October 17, 2022  
November 14, 2022 (Second Monday)  
January 9, 2023 (Second Monday)  
February 13, 2023 (Second Monday) (Workshop)  
March 20, 2023  
April 17, 2023 (Workshop)  
May 15, 2023  
June 19, 2023  
August 21, 2023 (6:00 p.m. – Budget Public Hearing)  
September 18, 2023

Meetings and workshops may be continued to a date and time certain which will be announced at the meetings and workshops. There may be occasions when one or more Supervisors will participate via phone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Mark Vega  
District Manager  
September 14, 2022

0000246519

**Signature Affiant**

Sworn to and subscribed before me this 09/14/2022

**Signature of Notary Public**

Personally known                     X                     or produced identification

Type of identification produced



## RESOLUTION 2023-03

### A RESOLUTION OF THE SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT DESIGNATING SUPERVISORS OF THE BOARD

WHEREAS, the Board of Supervisors of the Spring Ridge Community Development District at a regular business meeting, held on January 9, 2023, following the General Election, desires to appoint the below recited persons to the offices specified.

### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRING RIDGE COMMUNITY DEVELOPMENT DISTRICT:

The following persons were appointed to the offices shown, to wit:

|                          |                     |
|--------------------------|---------------------|
| <u>Guillermo Velez</u>   | Chairman            |
| <u>Jane Brekka</u>       | Vice Chairman       |
| <u>Mark Vega</u>         | Secretary           |
| <u>Stephen Bloom</u>     | Treasurer           |
| <u></u>                  | Assistant Treasurer |
| <u>Anthony Martino</u>   | Assistant Secretary |
| <u>Merry-Lyn Orlando</u> | Assistant Secretary |
| <u>Alice Charoonsak</u>  | Assistant Secretary |

PASSED AND ADOPTED THIS, 9<sup>TH</sup> DAY OF JANUARY, 2023.



Chairman



Mark Vega  
Secretary



**Spring Ridge  
Community Development District**

**Financial Report**

*November 30, 2022*

**Prepared by**



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**Spring Ridge  
Community Development District**

**Financial Statements**

(Unaudited)

*November 30, 2022*



**Balance Sheet**  
November 30, 2022

| ACCOUNT DESCRIPTION                          | GENERAL FUND      | RECREATIONAL<br>SPECIAL REVENUE<br>FUND | SERIES 2015 A1 DEBT<br>SERVICE FUND | SERIES 2015 A2 DEBT<br>SERVICE FUND | TOTAL               |
|--|-------------------|---|-------------------------------------|-------------------------------------|---------------------|
| <b>ASSETS</b>                                |                   |   |                                     |                                     |                     |
| Cash - Checking Account                      | \$ 47,309         | \$ 542                                  | \$ 1,235                            | \$ 739                              | \$ 49,825           |
| Cash On Hand/Petty Cash                      | 100               | -                                       | -                                   | -                                   | 100                 |
| Allow -Doubtful Accounts                     | (727)             | (100)                                   | -                                   | (339)                               | (1,166)             |
| Assessments Receivable                       | 730               | 104                                     | 123                                 | 209                                 | 1,166               |
| Due From Other Funds                         | -                 | 295,087                                 | 7,610                               | 12,413                              | 315,110             |
| Investments:                                 |                   |   |                                     |                                     |                     |
| Money Market Account                         | 910,391           | -                                       | -                                   | -                                   | 910,391             |
| Reserve Fund (A-1)                           | -                 | -                                       | 55,793                              | -                                   | 55,793              |
| Reserve Fund (A-2)                           | -                 | -                                       | -                                   | 32,856                              | 32,856              |
| Revenue Fund (A-1)                           | -                 | -                                       | 56                                  | -                                   | 56                  |
| Revenue Fund (A-2)                           | -                 | -                                       | -                                   | 30,431                              | 30,431              |
| Prepaid Items                                | 1,707             | -                                       | -                                   | -                                   | 1,707               |
| Deposits                                     | 10,850            | -                                       | -                                   | -                                   | 10,850              |
| <b>TOTAL ASSETS</b>                          | <b>\$ 970,360</b> | <b>\$ 295,633</b>                       | <b>\$ 64,817</b>                    | <b>\$ 76,309</b>                    | <b>\$ 1,407,119</b> |
| <b>LIABILITIES</b>                           |                   |   |                                     |                                     |                     |
| Accounts Payable                             | \$ 14,704         | \$ -                                    | \$ -                                | \$ -                                | \$ 14,704           |
| Accrued Expenses                             | 3,272             | -                                       | -                                   | -                                   | 3,272               |
| Sales Tax Payable                            | 15                | -                                       | -                                   | -                                   | 15                  |
| Deferred Revenue                             | 727               | 100                                     | 340                                 | -                                   | 1,167               |
| Due To Other Funds                           | 315,110           | -                                       | -                                   | -                                   | 315,110             |
| <b>TOTAL LIABILITIES</b>                     | <b>333,828</b>    | <b>100</b>                              | <b>340</b>                          | <b>-</b>                            | <b>334,268</b>      |
| <b>FUND BALANCES</b>                         |                   |   |                                     |                                     |                     |
| <b>Nonspendable:</b>                         |                   |   |                                     |                                     |                     |
| Prepaid Items                                | 1,707             | -                                       | -                                   | -                                   | 1,707               |
| Deposits                                     | 10,850            | -                                       | -                                   | -                                   | 10,850              |
| <b>Restricted for:</b>                       |                   |   |                                     |                                     |                     |
| Debt Service                                 | -                 | -                                       | 64,477                              | 76,309                              | 140,786             |
| Special Revenue                              | -                 | 295,533                                 | -                                   | -                                   | 295,533             |
| <b>Assigned to:</b>                          |                   |   |                                     |                                     |                     |
| Operating Reserves                           | 87,619            | -                                       | -                                   | -                                   | 87,619              |
| Reserves - ADA                               | 19,675            | -                                       | -                                   | -                                   | 19,675              |
| Reserves - Clubhouse                         | 17,318            | -                                       | -                                   | -                                   | 17,318              |
| Reserves - Gate/Entry Features               | 27,689            | -                                       | -                                   | -                                   | 27,689              |
| Reserves- Lake Embank/Drainage               | 47,058            | -                                       | -                                   | -                                   | 47,058              |
| Reserves - Parking Lots                      | 61,595            | -                                       | -                                   | -                                   | 61,595              |
| Reserves - Roadways                          | 142,408           | -                                       | -                                   | -                                   | 142,408             |
| Reserves - Swimming Pools                    | 91,899            | -                                       | -                                   | -                                   | 91,899              |
| <b>Unassigned:</b>                           | <b>128,714</b>    | <b>-</b>                                | <b>-</b>                            | <b>-</b>                            | <b>128,714</b>      |
| <b>TOTAL FUND BALANCES</b>                   | <b>\$ 636,532</b> | <b>\$ 295,533</b>                       | <b>\$ 64,477</b>                    | <b>\$ 76,309</b>                    | <b>\$ 1,072,851</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCES</b> | <b>\$ 970,360</b> | <b>\$ 295,633</b>                       | <b>\$ 64,817</b>                    | <b>\$ 76,309</b>                    | <b>\$ 1,407,119</b> |

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

| ACCOUNT DESCRIPTION             | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|---------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>                 |                             |                        |                        |                             |  |
| Interest - Investments          | \$ 2,172                    | \$ 362                 | \$ 4,571               | \$ 4,209                    | 210.45%                                |
| Room Rentals                    | -                           | -                      | 24                     | 24                          | 0.00%                                  |
| Special Assmnts- Tax Collector  | 394,147                     | 78,829                 | -                      | (78,829)                    | 0.00%                                  |
| Special Assmnts- Discounts      | (15,766)                    | (3,153)                | -                      | 3,153                       | 0.00%                                  |
| Gate Bar Code/Remotes           | -                           | -                      | 216                    | 216                         | 0.00%                                  |
| Access Cards                    | -                           | -                      | 193                    | 193                         | 0.00%                                  |
| <b>TOTAL REVENUES</b>           | <b>380,553</b>              | <b>76,038</b>          | <b>5,004</b>           | <b>(71,034)</b>             | <b>1.31%</b>                           |
| <b>EXPENDITURES</b>             |                             |                        |                        |                             |  |
| <b>Administration</b>           |                             |                        |                        |                             |  |
| P/R-Board of Supervisors        | 9,600                       | 1,600                  | 1,000                  | 600                         | 10.42%                                 |
| FICA Taxes                      | 734                         | 122                    | 77                     | 45                          | 10.49%                                 |
| ProfServ-Engineering            | 2,000                       | 333                    | -                      | 333                         | 0.00%                                  |
| ProfServ-Legal Services         | 7,000                       | 1,167                  | 235                    | 932                         | 3.36%                                  |
| ProfServ-Mgmt Consulting        | 53,853                      | 8,976                  | 7,953                  | 1,023                       | 14.77%                                 |
| ProfServ-Property Appraiser     | 7,883                       | 7,883                  | -                      | 7,883                       | 0.00%                                  |
| ProfServ-Trustee Fees           | 5,000                       | 5,000                  | -                      | 5,000                       | 0.00%                                  |
| Auditing Services               | 5,000                       | -                      | -                      | -                           | 0.00%                                  |
| Postage and Freight             | 1,055                       | 176                    | 101                    | 75                          | 9.57%                                  |
| Insurance - General Liability   | 20,117                      | 5,029                  | 19,395                 | (14,366)                    | 96.41%                                 |
| Printing and Binding            | 50                          | 8                      | -                      | 8                           | 0.00%                                  |
| Legal Advertising               | 1,000                       | 167                    | -                      | 167                         | 0.00%                                  |
| Misc-Bank Charges               | 150                         | 25                     | -                      | 25                          | 0.00%                                  |
| Misc-Assessment Collection Cost | 7,883                       | 1,577                  | -                      | 1,577                       | 0.00%                                  |
| Misc-Contingency                | 1,553                       | 259                    | 1,553                  | (1,294)                     | 100.00%                                |
| Annual District Filing Fee      | 175                         | 175                    | 175                    | -                           | 100.00%                                |
| <b>Total Administration</b>     | <b>123,053</b>              | <b>32,497</b>          | <b>30,489</b>          | <b>2,008</b>                | <b>24.78%</b>                          |
| <b>Landscape Services</b>       |                             |                        |                        |                             |  |
| Contracts-Landscape             | 40,308                      | 6,718                  | 6,718                  | -                           | 16.67%                                 |
| Utility - Irrigation            | 10,000                      | 1,667                  | 2,721                  | (1,054)                     | 27.21%                                 |
| R&M-Renewal and Replacement     | 2,500                       | 417                    | 4,030                  | (3,613)                     | 161.20%                                |
| R&M-Irrigation                  | 1,250                       | 208                    | 42                     | 166                         | 3.36%                                  |
| Misc-Contingency                | 100                         | 17                     | -                      | 17                          | 0.00%                                  |
| <b>Total Landscape Services</b> | <b>54,158</b>               | <b>9,027</b>           | <b>13,511</b>          | <b>(4,484)</b>              | <b>24.95%</b>                          |
| <b>Gatehouse</b>                |                             |                        |                        |                             |  |
| Communication - Teleph - Field  | 1,450                       | 242                    | 342                    | (100)                       | 23.59%                                 |
| Electricity - General           | 650                         | 108                    | 303                    | (195)                       | 46.62%                                 |
| R&M-General                     | 6,714                       | 1,119                  | 1,240                  | (121)                       | 18.47%                                 |
| <b>Total Gatehouse</b>          | <b>8,814</b>                | <b>1,469</b>           | <b>1,885</b>           | <b>(416)</b>                | <b>21.39%</b>                          |

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b><u>Road and Street Facilities</u></b>     |                             |                        |                        |                             |  |
| Electricity - Streetlights                   | 29,430                      | 4,905                  | 5,163                  | (258)                       | 17.54%                                 |
| R&M-Street Signs                             | 1,000                       | 167                    | -                      | 167                         | 0.00%                                  |
| R&M-Walls and Signage                        | 1,000                       | 167                    | -                      | 167                         | 0.00%                                  |
| Reserve - Gate/Entry Feature                 | 2,591                       | 2,591                  | -                      | 2,591                       | 0.00%                                  |
| Reserve-Lake Embankm/Drainage                | 9,189                       | 9,189                  | -                      | 9,189                       | 0.00%                                  |
| Reserve - Roadways                           | 5,000                       | 5,000                  | -                      | 5,000                       | 0.00%                                  |
| <b>Total Road and Street Facilities</b>      | <b>48,210</b>               | <b>22,019</b>          | <b>5,163</b>           | <b>16,856</b>               | <b>10.71%</b>                          |
| <b><u>Parks and Recreation</u></b>           |                             |                        |                        |                             |  |
| Payroll-Salaries                             | 85,000                      | 14,167                 | 12,682                 | 1,485                       | 14.92%                                 |
| FICA Taxes                                   | 6,503                       | 1,084                  | 987                    | 97                          | 15.18%                                 |
| Security Service - Sheriff                   | 6,100                       | 1,017                  | 1,760                  | (743)                       | 28.85%                                 |
| Communication - Telephone                    | 2,500                       | 417                    | 545                    | (128)                       | 21.80%                                 |
| Electricity - General                        | 7,500                       | 1,250                  | 824                    | 426                         | 10.99%                                 |
| Utility - Refuse Removal                     | 1,850                       | 308                    | 502                    | (194)                       | 27.14%                                 |
| Utility - Water & Sewer                      | 2,000                       | 333                    | 237                    | 96                          | 11.85%                                 |
| R&M-Clubhouse                                | 3,918                       | 653                    | 557                    | 96                          | 14.22%                                 |
| R&M-Pools                                    | 6,100                       | 1,017                  | 3,783                  | (2,766)                     | 62.02%                                 |
| Misc-Holiday Lighting                        | 1,000                       | 167                    | -                      | 167                         | 0.00%                                  |
| Misc-Property Taxes                          | 747                         | 747                    | -                      | 747                         | 0.00%                                  |
| Special Events                               | 2,500                       | 417                    | -                      | 417                         | 0.00%                                  |
| Office Supplies                              | 1,500                       | 250                    | -                      | 250                         | 0.00%                                  |
| Cleaning Supplies                            | 2,100                       | 350                    | -                      | 350                         | 0.00%                                  |
| Op Supplies - General                        | 8,000                       | 1,333                  | 484                    | 849                         | 6.05%                                  |
| Op Supplies-Pool Chem.&Equipm.               | 3,000                       | 500                    | -                      | 500                         | 0.00%                                  |
| Reserve - Clubhouse                          | 1,000                       | 1,000                  | -                      | 1,000                       | 0.00%                                  |
| Reserve - Swimming Pools                     | 5,000                       | 5,000                  | -                      | 5,000                       | 0.00%                                  |
| <b>Total Parks and Recreation</b>            | <b>146,318</b>              | <b>30,010</b>          | <b>22,361</b>          | <b>7,649</b>                | <b>15.28%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>380,553</b>              | <b>95,022</b>          | <b>73,409</b>          | <b>21,613</b>               | <b>19.29%</b>                          |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |  |
| Over (under) expenditures                    | -                           | (18,984)               | (68,405)               | (49,421)                    | 0.00%                                  |
| Net change in fund balance                   | \$ -                        | \$ (18,984)            | \$ (68,405)            | \$ (49,421)                 | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b> | <b>704,937</b>              | <b>704,937</b>         | <b>704,937</b>         |                             |  |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 704,937</b>           | <b>\$ 685,953</b>      | <b>\$ 636,532</b>      |                             |  |



**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b><u>REVENUES</u></b>                       |                             |                        |                        |                             |  |
| Interest - Investments                       | \$ -                        | \$ -                   | \$ -                   | \$ -                        | 0.00%                                  |
| Special Assmnts- Tax Collector               | 52,000                      | 10,400                 | -                      | (10,400)                    | 0.00%                                  |
| Special Assmnts- Discounts                   | (2,080)                     | (416)                  | -                      | 416                         | 0.00%                                  |
| <b>TOTAL REVENUES</b>                        | <b>49,920</b>               | <b>9,984</b>           | <b>-</b>               | <b>(9,984)</b>              | <b>0.00%</b>                           |
| <b><u>EXPENDITURES</u></b>                   |                             |                        |                        |                             |  |
| <b><u>Administration</u></b>                 |                             |                        |                        |                             |  |
| ProfServ-Property Appraiser                  | 1,040                       | 1,040                  | -                      | 1,040                       | 0.00%                                  |
| Misc-Assessment Collection Cost              | 1,040                       | 208                    | -                      | 208                         | 0.00%                                  |
| <b>Total Administration</b>                  | <b>2,080</b>                | <b>1,248</b>           | <b>-</b>               | <b>1,248</b>                | <b>0.00%</b>                           |
| <b><u>Parks and Recreation</u></b>           |                             |                        |                        |                             |  |
| Capital Outlay                               | 47,840                      | 47,840                 | -                      | 47,840                      | 0.00%                                  |
| <b>Total Parks and Recreation</b>            | <b>47,840</b>               | <b>47,840</b>          | <b>-</b>               | <b>47,840</b>               | <b>0.00%</b>                           |
| <b>TOTAL EXPENDITURES</b>                    | <b>49,920</b>               | <b>49,088</b>          | <b>-</b>               | <b>49,088</b>               | <b>0.00%</b>                           |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |  |
| Over (under) expenditures                    | -                           | (39,104)               | -                      | 39,104                      | 0.00%                                  |
| Net change in fund balance                   | \$ -                        | \$ (39,104)            | \$ -                   | \$ 39,104                   | 0.00%                                  |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b> | <b>295,533</b>              | <b>295,533</b>         | <b>295,533</b>         |                             |  |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 295,533</b>           | <b>\$ 256,429</b>      | <b>\$ 295,533</b>      |                             |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>                              |                             |                        |                        |                             |  |
| Interest - Investments                       | \$ 10                       | \$ 10                  | \$ 268                 | \$ 258                      | 2680.00%                               |
| Special Assmnts- Tax Collector               | 118,194                     | 23,639                 | -                      | (23,639)                    | 0.00%                                  |
| Special Assmnts- Discounts                   | (4,728)                     | (946)                  | -                      | 946                         | 0.00%                                  |
| <b>TOTAL REVENUES</b>                        | <b>113,476</b>              | <b>22,703</b>          | <b>268</b>             | <b>(22,435)</b>             | <b>0.24%</b>                           |
| <b>EXPENDITURES</b>                          |                             |                        |                        |                             |  |
| <b>Administration</b>                        |                             |                        |                        |                             |  |
| ProfServ-Arbitrage Rebate                    | 600                         | -                      | -                      | -                           | 0.00%                                  |
| ProfServ-Dissemination Agent                 | 1,000                       | -                      | -                      | -                           | 0.00%                                  |
| ProfServ-Property Appraiser                  | 2,364                       | -                      | -                      | -                           | 0.00%                                  |
| Misc-Assessment Collection Cost              | 2,364                       | 473                    | -                      | 473                         | 0.00%                                  |
| <b>Total Administration</b>                  | <b>6,328</b>                | <b>473</b>             | <b>-</b>               | <b>473</b>                  | <b>0.00%</b>                           |
| <b>Debt Service</b>                          |                             |                        |                        |                             |  |
| Principal Debt Retirement                    | 60,000                      | -                      | -                      | -                           | 0.00%                                  |
| Interest Expense                             | 49,440                      | 24,720                 | 24,720                 | -                           | 50.00%                                 |
| <b>Total Debt Service</b>                    | <b>109,440</b>              | <b>24,720</b>          | <b>24,720</b>          | <b>-</b>                    | <b>22.59%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>115,768</b>              | <b>25,193</b>          | <b>24,720</b>          | <b>473</b>                  | <b>21.35%</b>                          |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |  |
| Over (under) expenditures                    | (2,292)                     | (2,490)                | (24,452)               | (21,962)                    | 1066.84%                               |
| <b>OTHER FINANCING SOURCES (USES)</b>        |                             |                        |                        |                             |  |
| Contribution to (Use of) Fund Balance        | (2,292)                     | -                      | -                      | -                           | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>(2,292)</b>              | <b>-</b>               | <b>-</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ (2,292)                  | \$ (2,490)             | \$ (24,452)            | \$ (21,962)                 | 1066.84%                               |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b> | <b>88,929</b>               | <b>88,929</b>          | <b>88,929</b>          |                             |  |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 86,637</b>            | <b>\$ 86,439</b>       | <b>\$ 64,477</b>       |                             |  |

**Statement of Revenues, Expenditures and Changes in Fund Balances**

For the Period Ending November 30, 2022

| ACCOUNT DESCRIPTION                          | ANNUAL<br>ADOPTED<br>BUDGET | YEAR TO DATE<br>BUDGET | YEAR TO DATE<br>ACTUAL | VARIANCE (\$)<br>FAV(UNFAV) | YTD ACTUAL<br>AS A % OF<br>ADOPTED BUD |
|--|-----------------------------|------------------------|------------------------|-----------------------------|--|
| <b>REVENUES</b>                              |                             |                        |                        |                             |  |
| Interest - Investments                       | \$ -                        | \$ -                   | \$ 305                 | \$ 305                      | 0.00%                                  |
| Special Assmnts- Tax Collector               | 70,999                      | 14,200                 | -                      | (14,200)                    | 0.00%                                  |
| Special Assmnts- Discounts                   | (2,840)                     | (568)                  | -                      | 568                         | 0.00%                                  |
| <b>TOTAL REVENUES</b>                        | <b>68,159</b>               | <b>13,632</b>          | <b>305</b>             | <b>(13,327)</b>             | <b>0.45%</b>                           |
| <b>EXPENDITURES</b>                          |                             |                        |                        |                             |  |
| <b>Administration</b>                        |                             |                        |                        |                             |  |
| ProfServ-Property Appraiser                  | 1,420                       | -                      | -                      | -                           | 0.00%                                  |
| Misc-Assessment Collection Cost              | 1,420                       | 284                    | -                      | 284                         | 0.00%                                  |
| <b>Total Administration</b>                  | <b>2,840</b>                | <b>284</b>             | <b>-</b>               | <b>284</b>                  | <b>0.00%</b>                           |
| <b>Debt Service</b>                          |                             |                        |                        |                             |  |
| Principal Debt Retirement                    | 30,000                      | -                      | -                      | -                           | 0.00%                                  |
| Interest Expense                             | 34,200                      | 17,100                 | 17,100                 | -                           | 50.00%                                 |
| <b>Total Debt Service</b>                    | <b>64,200</b>               | <b>17,100</b>          | <b>17,100</b>          | <b>-</b>                    | <b>26.64%</b>                          |
| <b>TOTAL EXPENDITURES</b>                    | <b>67,040</b>               | <b>17,384</b>          | <b>17,100</b>          | <b>284</b>                  | <b>25.51%</b>                          |
| Excess (deficiency) of revenues              |                             |                        |                        |                             |  |
| Over (under) expenditures                    | 1,119                       | (3,752)                | (16,795)               | (13,043)                    | -1500.89%                              |
| <b>OTHER FINANCING SOURCES (USES)</b>        |                             |                        |                        |                             |  |
| Contribution to (Use of) Fund Balance        | 1,119                       | -                      | -                      | -                           | 0.00%                                  |
| <b>TOTAL FINANCING SOURCES (USES)</b>        | <b>1,119</b>                | <b>-</b>               | <b>-</b>               | <b>-</b>                    | <b>0.00%</b>                           |
| Net change in fund balance                   | \$ 1,119                    | \$ (3,752)             | \$ (16,795)            | \$ (13,043)                 | -1500.89%                              |
| <b>FUND BALANCE, BEGINNING (OCT 1, 2022)</b> | <b>93,104</b>               | <b>93,104</b>          | <b>93,104</b>          |                             |  |
| <b>FUND BALANCE, ENDING</b>                  | <b>\$ 94,223</b>            | <b>\$ 89,352</b>       | <b>\$ 76,309</b>       |                             |  |



## Spring Ridge

Community Development District

### Notes to the Financial Statements NOVEMBER 30, 2022

#### Assets

- ▶ The District has General Fund monies invested in one money market account. (See Cash & Investments Report for further details.)
- ▶ Allowance for Doubtful accounts represents amount due for prior years uncollected assessments
- ▶ Assessments Receivable represents amount due for FY 2021 uncollected assessments.
- ▶ Deposit is for Jorge Carreras Landscape Retaining Wall.

#### Liabilities

- ▶ Accounts Payable represents invoices from prior months to be paid November.
- Accrued Expenses represents invoices for the month of November to be paid in December.
- Sales Tax Payable represents amount due to the District for sales tax on a rental refund. Credit will be adjusted the following month's sales tax return.
- Deferred Revenue represents the amount due for FY2021 uncollected assessments.

#### Financial Overview / Highlights

- ▶ As of November 2022, total revenues are at 1.31% of the annual budget. The special assessment tax collector is at 0%.
- ▶ Total expenditures are at 19.29% of the annual budget.

#### Variance Analysis

| Account Name                       | YTD<br>Actual | Annual<br>Budget | % of<br>Budget | Explanation   |
|------------------------------------|---------------|------------------|----------------|---|
| <b>General Fund Expenditures</b>   |               |                  |                |   |
| <b><u>Administrative</u></b>       |               |                  |                |   |
| ProfServ-Mgmt Consulting Serv      | \$7,953       | \$53,853         | 15%            | The budgeted amount includes monthly management fee and annual assessment roll fee.   |
| Insurance-General Liability        | \$19,395      | \$20,117         | 96%            | General Liability and Worker's Compensation Insurance Coverage for FY2022-2023.   |
| Misc-Contingency                   | \$1,553       | \$1,553          | 100%           | Innersync Studio website serv/compliance.   |
| <b><u>Landscape</u></b>            |               |                  |                |   |
| Utility-Irrigation                 | \$2,721       | \$10,000         | 27%            | Payments to Hernando County Utilities.  |
| R&M-Renewal & Replacement          | \$4,030       | \$2,500          | 161%           | Includes Crespo Landscaping - tree removal \$600, Panzner's Tree Service - pruning palms \$3,10 and NDL - planting flowers \$330. |
| <b><u>Gatehouse</u></b>            |               |                  |                |   |
| Electricity-General                | \$303         | \$650            | 47%            | Payments to Withlacoochee River Electric.   |
| R&M-General                        | \$1,240       | \$6,714          | 18%            | Includes Southern Automated Access Svcs - visor remotes \$1,030.  |
| <b><u>Parks and Recreation</u></b> |               |                  |                |   |
| Payroll Salaries                   | \$12,682      | \$85,000         | 15%            | All payments for payroll.   |
| Security Service - Sheriff         | \$1,760       | \$6,100          | 29%            | All payments for patrols.   |
| Communications-Telephone           | \$545         | \$2,500          | 22%            | Payments to Bright House Networks.  |
| R&M-Clubhouse                      | \$557         | \$3,918          | 14%            | All payments for pest control and fitness equipment.  |
| R&M-Pools                          | \$3,783       | \$6,100          | 62%            | Payments to Just Incredible Pool Services for installing and repairing pool parts.  |

The notes are intended to provide additional information helpful when reviewing the financial statements.

**Spring Ridge  
Community Development District**

**Supporting Schedules**

*November 30, 2022*

# Spring Ridge

## COMMUNITY DEVELOPMENT DISTRICT

### Non-Ad Valorem Special Assessments - Hernando County Tax Collector (Monthly Assessment Collection Distributions) For the Fiscal Year Ending September 30, 2023

|                            |                     |                             |                |                 |                       | ALLOCATION BY FUND |            |                                  |                                  |
|----------------------------|---------------------|-----------------------------|----------------|-----------------|-----------------------|--------------------|------------|----------------------------------|----------------------------------|
| Date Received              | Net Amount Received | Discount / (Penalty) Amount | Appraiser Cost | Collection Cost | Gross Amount Received | General Fund       | Rec Fund   | Series 2015A-1 Debt Service Fund | Series 2015A-2 Debt Service Fund |
| Assessments Levied FY 2021 |                     |                             |                |                 | \$ 635,341.17         | \$ 394,147         | \$ 52,000  | \$ 118,194                       | \$ 70,999                        |
| Allocation %               |                     |                             |                |                 | 100.00%               | 62.04%             | 8.18%      | 18.60%                           | 11.18%                           |
| <b>TOTAL</b>               |                     |                             |                |                 |                       | <b>\$0</b>         | <b>\$0</b> | <b>\$0</b>                       | <b>\$0</b>                       |
| % Collected                |                     |                             |                |                 |                       | 0.00%              | 0.00%      | 0.00%                            | 0.00%                            |
| TOTAL OUTSTANDING          |                     |                             |                |                 |                       | \$ 635,341         | \$ 394,147 | \$ 52,000                        | \$ 70,999                        |



Spring Ridge CDD

Bank Reconciliation

|                  |            |                |
|------------------|------------|----------------|
| Bank Account No. | 8391       | Valley Bank GF |
| Statement No.    | 11-22      |                |
| Statement Date   | 11/30/2022 |                |

|                      |           |                      |           |
|----------------------|-----------|----------------------|-----------|
| G/L Balance (LCY)    | 49,824.27 | Statement Balance    | 50,214.27 |
| G/L Balance          | 49,824.27 | Outstanding Deposits | 0.00      |
| Positive Adjustments | 0.00      |                      |           |
|                      |           | Subtotal             | 50,214.27 |
| Subtotal             | 49,824.27 | Outstanding Checks   | 390.00    |
| Negative Adjustments | 0.00      | Differences          | 0.00      |
|                      |           |                      |           |
| Ending G/L Balance   | 49,824.27 | Ending Balance       | 49,824.27 |
|                      |           |                      |           |
| Difference           | 0.00      |                      |           |

| Posting Date                  | Document Type | Document No. | Description                  | Amount | Cleared Amount | Difference |
|-------------------------------|---------------|--------------|------------------------------|--------|----------------|------------|
| Outstanding Checks            |               |              |                              |        |                |            |
| 8/8/2022                      | Payment       | 5626         | JOSEPH MCCLELLAN             | 120.00 | 0.00           | 120.00     |
| 11/15/2022                    | Payment       | 5675         | COASTAL FITNESS SERVICES INC | 270.00 | 0.00           | 270.00     |
| Total Outstanding Checks..... |               |              |                              | 390.00 |                | 390.00     |

## Spring Ridge

Community Development District

### Cash and Investment Report November 30, 2022

| <u>ACCOUNT NAME</u>          | <u>BANK NAME</u> | <u>YIELD</u> | <u>MATURITY</u> | <u>BALANCE</u>             |
|------------------------------|------------------|--------------|-----------------|----------------------------|
| <b>GENERAL FUND</b>          |                  |              |                 |                            |
| Checking Account - Operating | Valley           | 0.050%       | n/a             | 49,825                     |
| Petty Cash                   |                  |              | n/a             | 100                        |
| Money Market Account         | Valley           | 0.250%       | n/a             | 910,391                    |
|                              |                  |              | Subtotal        | <u>\$ 960,315</u>          |
| <b>DEBT SERVICE FUND</b>     |                  |              |                 |                            |
| Series 2015 A1 Reserve Acct  | US Bank          | 0.005%       | n/a             | 55,793                     |
| Series 2015 A2 Reserve Acct  | US Bank          | 0.005%       | n/a             | 32,856                     |
| Series 2015 A1 Revenue Acct  | US Bank          | 0.005%       | n/a             | 56                         |
| Series 2015 A2 Revenue Acct  | US Bank          | 0.005%       | n/a             | 30,431                     |
|                              |                  |              | Subtotal        | <u>\$ 119,137</u>          |
|                              |                  |              | Total           | <u><u>\$ 1,079,452</u></u> |

**SPRING RIDGE**

## Community Development District

**Payment Register by Fund**  
**For the Period from 11/01/22 to 11/30/22**  
**(Sorted by Check / ACH No.)**

| Fund No.                  | Check / ACH No. | Date     | Payee                              | Invoice No.        | Payment Description                           | Invoice / GL Description     | G/L Account # | Amount Paid        |
|---------------------------|-----------------|----------|------------------------------------|--------------------|---|------------------------------|---------------|--------------------|
| <b>GENERAL FUND - 001</b> |                 |          |                                    |                    |   |                              |               |                    |
| 001                       | 5670            | 11/02/22 | DANIEL LAVALLE                     | 103122             | 10/17/22 , 10/25/22 , 10/28/22 SECURITY SRVCS | Security Service - Sheriff   | 534365-57201  | \$400.00           |
| 001                       | 5671            | 11/02/22 | FEDEX                              | 7-921-33262        | 10/13/22 SHIPPING FEE                         | Postage and Freight          | 541006-51301  | \$11.69            |
| 001                       | 5672            | 11/02/22 | JESSE FLETCHER                     | 73732              | 10/15/22 - 10/16/22 SECURITY SRVC             | Security Service - Sheriff   | 534365-57201  | \$90.00            |
| 001                       | 5673            | 11/02/22 | JOSEPH MICHAEL NELSON              | 73838              | 10/22/22 - 10/23/22 SECURITY SERVICES         | Security Service - Sheriff   | 534365-57201  | \$90.00            |
| 001                       | 5674            | 11/02/22 | NDL LLC                            | 135478             | IRRIGATION REPAIRS                            | R&M-Irrigation               | 546041-53902  | \$41.55            |
| 001                       | 5674            | 11/02/22 | NDL LLC                            | 135727             | NOV 2022 MONTHLY CONTRACT SERVICE             | Contracts-Landscape          | 534050-53902  | \$3,359.00         |
| 001                       | 5675            | 11/15/22 | COASTAL FITNESS SERVICES INC       | T-32936            | SVC GYM EQUIPMENT                             | R&M-Clubhouse                | 546015-57201  | \$135.00           |
| 001                       | 5675            | 11/15/22 | COASTAL FITNESS SERVICES INC       | T-32922            | SVC GYM EQUIPMENT                             | R&M-Clubhouse                | 546015-57201  | \$135.00           |
| 001                       | 5676            | 11/15/22 | FEDEX                              | 7-928-93247        | SERV. 10/20-10/21/22                          | Postage and Freight          | 541006-51301  | \$55.42            |
| 001                       | 5677            | 11/15/22 | STRALEY ROBIN VERICKER             | 22186              | PROFESSIONAL SRVCS THRU 10/15/22              | ProfServ-Legal Services      | 531023-51401  | \$235.00           |
| 001                       | 5678            | 11/22/22 | DANIEL LAVALLE                     | 110822             | SECURITY 11/8/22                              | Security Service - Sheriff   | 534365-57201  | \$200.00           |
| 001                       | 5678            | 11/22/22 | DANIEL LAVALLE                     | 111522             | SECURITY                                      | Security Service - Sheriff   | 534365-57201  | \$200.00           |
| 001                       | 5679            | 11/22/22 | JUST INCREDIBLE POOL SERVICES      | 1191               | REPLACE START/STOP CONTROL BOX                | R&M-Pools                    | 546074-57201  | \$985.00           |
| 001                       | 5680            | 11/22/22 | SOUTHERN AUTOMATED ACCESS SVCS LLC | 11974              | GATES   | R&M-General                  | 546001-53904  | \$171.20           |
| 001                       | DD1589          | 11/20/22 | HERNANDO COUNTY UTILITIES - ACH    | 103122 ACH         | 9/29/22-11/20/22 UTILITY SRVCS                | Utility - Water & Sewer      | 543021-57201  | \$178.86           |
| 001                       | DD1589          | 11/20/22 | HERNANDO COUNTY UTILITIES - ACH    | 103122 ACH         | 9/29/22-11/20/22 UTILITY SRVCS                | Utility - Irrigation         | 543014-53902  | \$860.63           |
| 001                       | DD1602          | 11/08/22 | REPUBLIC SERVICES #762 - ACH       | 0762-003172868 ACH | 11/1/22-11/30/22 REFUSE REMOVAL               | Utility - Refuse Removal     | 543020-57201  | \$217.41           |
| 001                       | DD1603          | 11/14/22 | WITHLACOOCHEE RIVER ELECTRIC       | 102522 ACH         | SERVICES 9/21/22-10/20/22                     | Electricity - General        | 543006-53904  | \$54.82            |
| 001                       | DD1603          | 11/14/22 | WITHLACOOCHEE RIVER ELECTRIC       | 102522 ACH         | SERVICES 9/21/22-10/20/22                     | Electricity - General        | 543006-57201  | \$397.32           |
| 001                       | DD1603          | 11/14/22 | WITHLACOOCHEE RIVER ELECTRIC       | 102522 ACH         | SERVICES 9/21/22-10/20/22                     | Electricity - Streetlighting | 543013-54101  | \$2,588.06         |
| 001                       | DD1603          | 11/14/22 | WITHLACOOCHEE RIVER ELECTRIC       | 102522 ACH         | SERVICES 9/21/22-10/20/22                     | Electricity - General        | 543006-53904  | \$114.39           |
| 001                       | DD1604          | 11/01/22 | CHARTER COMMUNICATIONS-ACH         | 101422-4701 ACH    | SERVICES FROM 10/13/22 - 11/12/22             | Communication - Telephone    | 541003-57201  | \$272.68           |
| 001                       | DD1605          | 11/02/22 | ADT SECURITY SERVICES -ACH         | 101322 ACH         | 11/1/22 - 01/31/23 SERVICE PERIOD             | R&M-Clubhouse                | 546015-57201  | \$146.94           |
| 001                       | DD1580          | 11/03/22 | JANE ANN BREKKA                    | PAYROLL            | November 03, 2022 Payroll Posting             |                              |               | \$169.70           |
| 001                       | DD1581          | 11/03/22 | ANTHONY J. MARTINO                 | PAYROLL            | November 03, 2022 Payroll Posting             |                              |               | \$184.70           |
| 001                       | DD1582          | 11/03/22 | MERRY-LYN G. ORLANDO               | PAYROLL            | November 03, 2022 Payroll Posting             |                              |               | \$184.70           |
| 001                       | DD1583          | 11/03/22 | ALICE J. CHAROONSAK                | PAYROLL            | November 03, 2022 Payroll Posting             |                              |               | \$184.70           |
| 001                       | DD1584          | 11/03/22 | GUILLERMO E. VELEZ                 | PAYROLL            | November 03, 2022 Payroll Posting             |                              |               | \$184.70           |
| 001                       | DD1585          | 11/10/22 | SANDRA MANUELE                     | PAYROLL            | November 10, 2022 Payroll Posting             |                              |               | \$1,329.27         |
| 001                       | DD1586          | 11/10/22 | LAURIE B LIEDKE                    | PAYROLL            | November 10, 2022 Payroll Posting             |                              |               | \$486.23           |
| 001                       | DD1587          | 11/10/22 | LORI A. BUSCEMI                    | PAYROLL            | November 10, 2022 Payroll Posting             |                              |               | \$761.91           |
| 001                       | DD1588          | 11/10/22 | JOSE R. DEL TORO                   | PAYROLL            | November 10, 2022 Payroll Posting             |                              |               | \$738.80           |
| 001                       | DD1590          | 11/23/22 | SANDRA MANUELE                     | PAYROLL            | November 23, 2022 Payroll Posting             |                              |               | \$1,377.48         |
| 001                       | DD1591          | 11/23/22 | LAURIE B LIEDKE                    | PAYROLL            | November 23, 2022 Payroll Posting             |                              |               | \$374.02           |
| 001                       | DD1592          | 11/23/22 | LORI A. BUSCEMI                    | PAYROLL            | November 23, 2022 Payroll Posting             |                              |               | \$713.74           |
| 001                       | DD1593          | 11/23/22 | JOSE R. DEL TORO                   | PAYROLL            | November 23, 2022 Payroll Posting             |                              |               | \$784.97           |
| <b>Fund Total</b>         |                 |          |                                    |                    |   |                              |               | <b>\$18,414.89</b> |

|                          |                    |
|--------------------------|--------------------|
| <b>Total Checks Paid</b> | <b>\$18,414.89</b> |
|--------------------------|--------------------|



## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into this 10 day of Jan, 2023 by and between:

**Spring Ridge Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Hernando County, Florida (the "District"); and

**Brletic Dvorak, Inc.**, a Florida corporation, providing professional engineering services ("Engineer" and, together with the District, the "Parties").

### RECITALS

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, (the "Act") as amended; and

**WHEREAS**, pursuant to the Act, the District was established for the purpose of planning, finance, constructing, reconstructing, acquiring, and/or maintaining certain public improvements and services within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited proposals from qualified firms to provide professional engineering services on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors (the "Board") ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ the Engineer to perform engineering services including, but not limited to, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

**WHEREAS**, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the Parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**Article 1. Scope of Services**

- A. The Engineer will provide general engineering services, including:
  - i. Preparation of any necessary reports and attendance at meetings of the Board.
  - ii. Providing professional engineering services including but not limited to review and execution of documents under the District's Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
  - iii. Any other items requested by the Board.
- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
  - i. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
  - ii. Processing of contractor's pay estimates.
  - iii. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
  - iv. Final inspection and requested certificates for construction including the final certificate of construction.
  - v. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
  - vi. Any other activity related to construction as authorized by the Board.
- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**Article 2. Representations.** The Engineer hereby represents to the District that:

- A. It has the experience and skill to perform the services required to be performed by this Agreement.
- B. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by the District, provide certification of compliance with all registration and licensing requirements.
- C. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of the District.
- D. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**Article 3. Method of Authorization.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**Article 4. Compensation.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

- A. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.
- B. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Exhibit A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific work authorization

**Article 5. Reimbursable Expenses.** Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
- B. Expense of reproduction, postage, and handling of drawings and specifications.

**Article 6. Term of Agreement.** It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this

Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein

**Article 7. Special Consultants.** When authorized in writing by the District, additional special consulting services may be utilized by the Engineer and paid for on a cost basis.

**Article 8. Books and Records.** The Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by the Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to the Engineer.

**Article 9. Ownership of Documents.**

- A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by the Engineer pursuant to this Agreement ("Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for the Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of the Engineer's services hereunder, the Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. The Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. The Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project.
- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**Article 10. Accounting Records.** Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall



be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**Article 11. Reuse of Documents.** All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**Article 12. Estimate of Cost.** Since the Engineer has no control over the cost of labor, materials, or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**Article 13. Insurance.** Subject to the provisions of this Article, the Engineer shall maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

|  |                                   |
|--|-----------------------------------|
| Workers' Compensation                              | Statutory                         |
| General Liability                                  |                                   |
| Bodily Injury<br>(including Contractual)           | \$1,000,000/\$2,000,000           |
| Property Damage<br>(including Contractual)         | \$1,000,000/\$2,000,000           |
| Automobile Liability                               | Combined Single Limit \$1,000,000 |
| Bodily Injury / Property Damage                    |                                   |
| Professional Liability for<br>Errors and Omissions | \$2,000,000                       |

If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, and at the District's option, maintain the insurance for at least three (3) years after the one-year anniversary of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance both for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**Article 14. Contingent Fee.** 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 Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**Article 15. Compliance with Governmental Regulations.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation of an alleged violation, made by any local, State or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**Article 16. Compliance with Professional Standards.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances, and at the time and place where the services are performed, and makes no warranty, express or implied, including the implied by law warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE. Any designs, drawings, reports, or specifications prepared or furnished by the Engineer that contain errors, conflicts, or omissions will be promptly corrected by the Engineer at no cost to the District.

**Article 17. Audit.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of four (4) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to this Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or four (4) years after completion of all work under this Agreement.

**Article 18. Indemnification.** The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Engineer and other persons employed or utilized by the Engineer in the performance of this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000) and Engineer shall carry, at his own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the contract and was part of the project specifications or bid documents. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**Article 19. Public Records.** The Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement term and following this Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in the Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for

retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall 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 District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Engineer acknowledges that the designated Public Records Custodian for the District is Sandra Demarco.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-282-0081 [sandra.demarco@inframark.com](mailto:sandra.demarco@inframark.com) 210 N. University Drive, Suite 702, Coral Springs, FL 33071**

**Article 20. Notices.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

**A. If to the District:** Spring Ridge Community Development District  
2654 Cypress Ridge Blvd., Suite 101  
Wesley Chapel, FL 33544  
Attn: Mark Vega

**With a copy to:** Straley Robin Vericker  
1510 W. Cleveland Street  
Tampa, Florida 33606  
Attn: John Vericker

**B. If to the Engineer:** Brletic Dvorak, Inc.  
536 4<sup>th</sup> Ave. S, Unit 4  
St. Petersburg, FL 33701  
Attn: Stephen Brletic, P.E.

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**Article 21. Employment Verification.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.



**Article 22. Controlling Law.** The Parties agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue shall be in Hernando County, Florida.

**Article 23. Assignment.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as the Engineer deems appropriate, pursuant to Article 7 herein.

**Article 24. Conflicts of Interest.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**Article 25. Subcontractors.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of the Engineer shall be deemed to have made all of the representations and warranties of the Engineer set forth herein and shall be subject to any and all obligations of the Engineer hereunder. Prior to any subcontractor providing any services, the Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. The Engineer shall be responsible for all acts or omissions of any subcontractors.

**Article 26. Independent Contractor.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**Article 27. Termination.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification by the District to terminate this Agreement, the Engineer shall not perform any further services unless directed to do so by the Board. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential or other damages of any kind (including, but not limited to, lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**Article 28. Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by the Parties and formally approved by the Board

**Article 29. Recovery of Costs and Fees.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**Article 30. Agreement.** This Agreement reflects the negotiated agreement of the Parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both Parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**Article 31. Acceptance.** Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

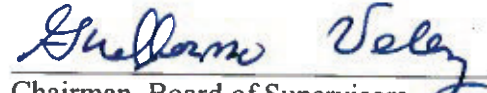
*[Signature Page to Follow]*

IN WITNESS WHEREOF, the Parties hereto have caused these present to be executed the day and year first above written.

ATTEST:

  
Secretary/Assistant Secretary

SPRING RIDGE COMMUNITY  
DEVELOPMENT DISTRICT

  
Chairman, Board of Supervisors



Witness  
Print Name: Robert Dvorak

BRLETIC DVORAK, INC.



By: Stephen Brletic, PE  
Its: President

**CDD Labor Rates**

(January 1, 2023 – July 1, 2023)

| <b><u>Classification</u></b>   | <b><u>Rates</u></b> |
|--------------------------------|---------------------|
| Principal                      | \$225               |
| Project Manager                | \$200               |
| Senior Engineer                | \$180               |
| Project Engineer               | \$145               |
| Engineer                       | \$115               |
| Senior Surveyor                | \$150               |
| Project Surveyor               | \$130               |
| Surveyor                       | \$95                |
| Survey Field Crew (3-person)   | \$165               |
| GIS Technician                 | \$150               |
| Senior Environmental Scientist | \$150               |
| Environmental Scientist        | \$110               |
| Senior Designer                | \$110               |
| Designer                       | \$95                |
| Senior Engineering Technician  | \$85                |
| Engineering Technician         | \$65                |
| Senior Inspector               | \$115               |
| Inspector                      | \$75                |
| Clerical                       | \$50                |



**P.I.D.Carreras,LLC**  
**352-942-6396.**

**Quote.**

**January 9,2023**  
**Spring Ridge**  
**14133 Sweetshrub CT**  
**Brooksville FL 34613**

| Quantity | Description  | Total                 |
|----------|--|-----------------------|
|          | Remove tiles,coping and old materials around the pool.     |                       |
|          | Pool edge concrete repair.                                 |                       |
|          | Remove approximately 1,000 feet of pavers around the pool. |                       |
|          | Installation of new tiles.                                 |                       |
|          | Installation of new coping.                                |                       |
|          | Grout and sealer in tiles and coping.                      |                       |
|          | Prepare the ground and install the old pavers.             |                       |
|          | This price includes material,remove and labor.             |                       |
|          | The tiles will be bought by the Club House.                |                       |
|          |  | <b>Total \$16,550</b> |



## AGENDA ITEM

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### TITLE

Appointment of Paul Passarelli and Richard Savenero, Sr. as Members to Affordable Housing Advisory Committee for Two-Year Term in Accordance With State Housing Initiatives Partnership Act

### BRIEF OVERVIEW

During the 2007 Legislative session, the Florida Legislature reinstated the requirement that all local governments who participated in the State Housing Initiatives Partnership (SHIP) program must have an Affordable Housing Advisory Committee (AHAC). The Legislature also required that the AHAC be made up of eleven (11) members instead of nine (9) as in the original statutes and ordinance and must represent specific areas/backgrounds. Effective October 1, 2020, the Legislature required that the committee must consist of one locally elected official from each county or municipality participating in the SHIP program.

Staff is recommending that the two individuals listed below for appointment or reappointment and representing the specific areas/backgrounds reappointed to the AHAC for a term of two (2) years as prescribe in Ordinance No. 2008-10.

- Proposed reappointment Paul Passarelli - A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- Proposed reappointment Richard Savenero Sr. - A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

The AHAC is charged to, annually, review established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan and recommend specific actions or initiatives to encourage or facilitate affordable housing while protection the ability of the property to appreciate in value. The recommendations may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the comprehensive plan and corresponding regulations, ordinances, and other policies.

### FINANCIAL IMPACT

N/A

### LEGAL NOTE

The Board may take action per Florida Statutes 420.9076.

### RECOMMENDATION

It is recommended that the Board approve the reappointment of the two following citizens to

the Affordable Housing Advisory Committee (AHAC) for a term of two years.

- Reappointment of Paul Passarelli - A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
- Reappointment Richard Savenero Sr. - A citizen who is actively engaged in the residential home building industry in connection with affordable housing.

## REVIEW PROCESS

|                |           |            |          |
|----------------|-----------|------------|----------|
| Terri Beverly  | Approved  | 05/05/2023 | 4:28 PM  |
| Pamela Hare    | Approved  | 05/08/2023 | 8:54 AM  |
| Jon Jouben     | Escalated | 05/10/2023 | 5:19 PM  |
| Pamela Hare    | Approved  | 05/11/2023 | 8:42 AM  |
| Jon Jouben     | Approved  | 05/11/2023 | 10:44 AM |
| Heidi Kurppe   | Approved  | 05/12/2023 | 10:55 AM |
| Scott Herring  | Approved  | 05/12/2023 | 2:58 PM  |
| Jeffrey Rogers | Approved  | 05/14/2023 | 10:22 PM |
| Colleen Conko  | Approved  | 05/15/2023 | 10:16 AM |

RECEIVED

MAR 03 2023

HERNANDO COUNTY  
BOARD OF  
COUNTY COMMISSIONERS

HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Affordable Housing Advisory Committee  
Check one: ☒ Full Member Position  
☐ Alternate Member Position

Name Paul Passarelli  
(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 26641 Mondon Hill Rd.

City Brooksville, FL Zip 34601-5425

Telephone (203)846-2500 (home) (213)207-6691 (business)

E-mail address paul@solarandthermal.com

Are you a resident of Hernando County? Yes

Voter Registration Number 128359832

Education Norwalk High, Norwalk State Tech College, UConn, Fairfield University, Cornell University  
(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Areas of study: SMET (aka STEM), minor Economics

Tutor: Princeton Review -- MCAT.

Employment History Consulting Engineer, cofounder Crescent S'ware, founder Solar & Thermal Systems,  
(Attach a resume if available)

Licenses or Certificates Held PE, ASME, ASHREA, Private Pilot, Open Water Diver, Personal Watercraft,  
Concealed Weapon, Driver License, Mensa, Bondable, FCC, FEC, plus others expired or current.

Have you ever previously applied for a position on any County Board/Committee? Yes

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.  
Affordable Housing Advisory Committee, Yes (current)

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1<sup>st</sup>/ 2<sup>nd</sup> degree misdemeanor? No  
Answering yes does not automatically disqualify you for consideration.

If yes, what charges? n/a

Are you currently involved as a defendant in a criminal case? No

If yes, what charges? n/a

Have you ever been named as a defendant in a civil action suit? Yes

If yes, when and describe action. Tenant complaint



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**Please state your reasons for applying to this Board/Committee** I believe my contribution to the committee  
has been beneficial for the past two years. I would like to continue to serve and provide my distinct  
viewpoint to the deliberations. I enjoy the discussions with my fellow committee members.

**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. Kerry DeMeria, 800 Moonlight Ln, Brooksville, FL 34601 (813)205-3836
2. Jim Hill, 108 Grumman Ave, Norwalk, CT 06851 (203)246-4883
3. Steve Rudolf, 31 Algonquin Rd, Norwalk, CT 06851 (203)846-9473

**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** Paul Passarelli Digitally signed by Paul Passarelli  
DN: cn=Paul Passarelli, o=Paul & Thermal Systems, Inc.,  
c=US, email=passarelli@paulthermal.com, cn=US  
Date: 2023.03.02 15:56:14 -0500

**(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: Paul Passarelli

Date of Birth: 1964-07-22

Other Names Used: \_\_\_\_\_

(Legal Name) First M.I. Last

Dates Used (from/to): \_\_\_\_\_

Home Phone #: (203) 846-2500

Cell Phone #: \_\_\_\_\_

E-mail Address: paul@solarandthermal.com

Are you 18 years of age or older? ☒ Yes ☐ No

### GEOGRAPHIC INFORMATION

Current Address: 26641 Mondon Hill Rd

City, State, Zip : Brooksville, FL 34601-5425

Time at this address: 3 Years 10 Month

Previous Address: 44 Ellen St

City, State, Zip : Norwalk, CT 06851

Time at this address 22 Years \_\_\_\_\_ Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Paul

Passarelli

Applicant's Signature  
Digitally signed by Paul Passarelli  
DN: cn=Paul Passarelli, o=Solar &  
Thermal Systems, Inc., ou=its  
President,  
email=paul@solarandthermal.co  
m, c=US  
Date: 2023.03.02 15:57:10 -05'00'

Date

4/28/2017



RECEIVED

MAR 05 2023

HERNANDO COUNTY  
BOARD OF  
COUNTY COMMISSIONERS

HERNANDO COUNTY  
BOARD OF COUNTY COMMISSIONERS  
BOARD/COMMITTEE APPLICATION

Please type or print clearly

Name of Board/Committee Affordable Housing Advisory Committee

Check one:



Full Member Position



Alternate Member Position

Name Richard Sanvenero Sr

(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 19450 Cortez Blvd

City Brooksville

Zip 34601

Telephone 352 573-8544

(home) 352 754-1159

(business)

E-mail address Rsanvenero@mfcs.us.com

Are you a resident of Hernando County? YES

Voter Registration Number \_\_\_\_\_

Education Kingsborough Community College

(Please include any certificates, awards, diplomas, degrees, professional license numbers, etc.)

Employment History Current Program Director of House to Home for Mid Florida Community Services, inc  
(Attach a resume if available)

Licenses or Certificates Held HC Cert of Competency #AAA00522140

Have you ever previously applied for a position on any County Board/Committee? YES

If yes, please state the Board(s)/Committee(s) you applied for, when you applied, and whether you were appointed.  
Hernando County Affordable Housing Advisory Committee. Appointed.

Have you ever been convicted, plead guilty or no contest, or entered into PTI for a felony or 1<sup>st</sup>/ 2<sup>nd</sup> 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? \_\_\_\_\_

If yes, what charges? \_\_\_\_\_

Have you ever been named as a defendant in a civil action suit? \_\_\_\_\_

If yes, when and describe action. \_\_\_\_\_

RECEIVED

Please state your reasons for applying to this Board/Committee Our program builds Affordable Housing for those who qualify within HUD guidelines. I feel I would be an asset to the committee by being an active team member to serve our County.


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. Jeff Rogers County Administrator 352 232-1511
2. Morris Porton GHCCC Pres 352 584-6680
3. Doug Chorvat HC Clerk of the Court / Comptroller 352 585-2717

I hereby request consideration as a committee/board appointee. It is my intention to familiarize myself to the duties and responsibilities of the office to which I may be appointed, and to fulfill the appointment to the best of my ability, exercising good judgement, fairness, impartiality, and faithful attendance. By my signature below, I hereby authorize Hernando County to check my references and my background, including, without limitation, obtaining a criminal history check. I also agree to file a Financial Disclosure form as required by State law, if applicable, and abide by provisions of the State Sunshine Law.

I hereby swear and affirm, under Penalty of Perjury, that the above information is true and correct.

Applicant's signature



(Please direct all inquiries to the County Administrator's Office at 754-4002.)

Completed applications may be submitted to the County Administrator's office, 15470 Flight Path Drive, Brooksville, Florida 34604, or faxed to 352-754-4025 Attention: Jessica Wright.





## Hernando County Background Consent / Release Form

As a volunteer applicant, I understand and acknowledge that an investigative report may be compiled on me. This report may include information regarding any criminal records, and from various public and private sources including law enforcement agencies at the Federal, State or County level, courts record repositories, sexual offender registries and any other source required to verify information that I have voluntarily provided.

### PERSONAL INFORMATION

Legal Name: Richard Sanvenero Sr.  
Date of Birth: 01-16-1963  
Other Names Used: \_\_\_\_\_  
(Legal Name) First M.I. Last  
Dates Used (from/to): \_\_\_\_\_  
Home Phone #: 352 263 7829  
Cell Phone #: 352 573-8544  
E-mail Address: RSanvenero@mfcsl.us.com  
Are you 18 years of age or older? ☒ Yes ☐ No

### GEOGRAPHIC INFORMATION

Current Address: 9052 JERICO RD  
City, State, Zip : Weeki Wachee FL 34613  
Time at this address: 1 Years 6 Month  
Previous Address: 13494 Twinberry Dr.  
City, State, Zip : Spring Hill FL 34609  
Time at this address 20 Years \_\_\_\_\_ Month

By signing below, you hereby authorize, empower and release from all liability, without reservation, any agency contacted by Hernando County to furnish the above-mentioned information. You further authorize ongoing procurement of the above-mentioned information at any time during your relationship with Hernando County. You agree that a fax or photocopy of this authorization is to be considered and accepted with the same authority as the original.

Richard Sanvenero Sr.  
Applicant's Signature

3-13-2023  
Date



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Colleen Conko  
Initiator: Jeffrey Rogers  
DOC ID: 11441  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Update Regarding Ongoing Board Directives

#### BRIEF OVERVIEW

County Administrator Jeff Rogers will review the attached list of BOCC ongoing directives for the Board's information.

#### FINANCIAL IMPACT

NA

#### LEGAL NOTE

NA

#### RECOMMENDATION

For informational purposes only; no action by the Board is required.

#### REVIEW PROCESS

|                |          |            |         |
|----------------|----------|------------|---------|
| Heidi Kurppe   | Approved | 05/15/2023 | 3:02 PM |
| Scott Herring  | Approved | 05/15/2023 | 5:14 PM |
| Jeffrey Rogers | Approved | 05/16/2023 | 5:46 PM |
| Colleen Conko  | Approved | 05/17/2023 | 8:06 AM |

**ONGOING BOCC DIRECTIVES**

|    | <b>BOARD DATE</b> | <b>ONGOING ISSUES</b>   | <b>RESPONSIBLE PARTY</b>     | <b>ANTICIPATED COMPLETION DATE</b> | <b>COMMENTS</b>  |
|----|-------------------|---|------------------------------|------------------------------------|--|
| 1  | 5/14/2019         | Purchasing Policy Review.   | Toni Brady                   | TBD                                | Legal review complete. The Procurement Department is finalizing the changes. Include RFP process for services as allowed.  |
| 2  | 6/23/2020         | Addition of Statue Memorializing Local African American Significance.     | John Mitten / Jeff Rogers    | TBD                                | The Community has formed a committee, awaiting decision from the Community on the addition of a statue.  |
| 3  | 11/17/2020        | Mermaid Lakes   | Chris Linsbeck / Jeff Rogers | TBD                                | County working with SWFWMD to obtain lease on the proposed recreation area.  |
| 4  | 1/26/2021         | Fertilizer Ordinance Changes Including Waterfront Properties Regulations. | Gordon Onderdonk             | 6/29/2023                          | Per the direction received at the BOCC workshop held on May 2, 2023, staff is preparing a draft ordinance to be presented to the BOCC at an upcoming meeting no later than June 2023.  |
| 5  | 6/22/2021         | Tangerine Estates.  | Veda Ramirez                 | TBD                                | Staff has met and are creating the vision plan on how to accomplish the project. Currently getting updated cost estimates for utilities, roadways, drainage. A plan will be presented to BOCC for review, direction and approval and will be discussed at the Affordable Housing Workshop on June 6, 2023.   |
| 6  | 6/22/2021         | Tiny Homes.   | Michelle Miller              | TBD                                | Currently working on this language and reviewing with legal.   |
| 7  | 6/14/2022         | South Brooksville Community Redevelopment Agency.                         | Michelle Miller              | TBD                                | The Tax Redevelopment Advisory Committee (TRAC) is still meeting to determine the findings of necessity. TRAC has approved the boundary. Community Redevelopment Agency (CRA) Development is progressing. County Administrator has reached out to the City of Brooksville on coordinating the finding of necessity efforts for South Brooksville with the Brooksville CRA expansion. |
| 8  | 8/23/2022         | Twin Lakes Historic Designation.  | Veda Ramirez                 | TBD                                | Research of area being completed for consideration by the BOCC for adding to Comprehensive Plan. Signs have been added to the Twin Lakes Cemetery.   |
| 9  | 8/23/2022         | Homeless Resources and Projects.  | Veda Ramirez                 | TBD                                | Met with County staff and community partners. Affordable Housing workshop will assist in need for increasing housing availability.   |
| 10 | 12/13/2022        | Ordinance on Required Plantings. Buffer Requirements                      | Aaron Pool                   | 7/11/2023                          | Staff to review proposal for required plantings and update new buffer requirements for BOCC review. June Planning and Zoning and July BOCC.  |



## AGENDA ITEM

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### TITLE

Budget Resolution Recognizing Difference Between Budgeted Fund Balances and Actual Fund Balances Recorded at End of FY 2022-23

### BRIEF OVERVIEW

Attached is a budget resolution which recognizes the difference between the budgeted fund balances and the actual fund balances recorded at the end of Fiscal Year 2022 for the General Fund. Any difference would be a one-time revenue/loss which should not be used to fund recurring expenses.

These additions/reductions in funds were not anticipated nor were they included in the General Fund's Fiscal Year 2023 Budget. The overall increase to the General Fund is \$732,645.00.

### FINANCIAL IMPACT

Increase / decrease to various departments and accounts within the General Fund to recognize FY22 actuals.

### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 129.06, Florida Statutes.

### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached budget resolution recognizing the difference between the budgeted fund balances and the actual fund balances recorded at the end of Fiscal Year 2022 for the General Fund.

### REVIEW PROCESS

|                   |           |                     |
|-------------------|-----------|---------------------|
| Jodi Florio       | Approved  | 05/01/2023 12:25 PM |
| Toni Brady        | Approved  | 05/01/2023 12:38 PM |
| Josh Stringfellow | Escalated | 05/03/2023 5:19 PM  |
| Frances Pioszak   | Escalated | 05/09/2023 12:13 PM |
| Josh Stringfellow | Escalated | 05/10/2023 5:19 PM  |
| Frances Pioszak   | Escalated | 05/12/2023 9:51 AM  |
| Josh Stringfellow | Escalated | 05/15/2023 10:59 AM |
| Jodi Florio       | Approved  | 05/15/2023 11:01 AM |
| Pamela Hare       | Approved  | 05/15/2023 11:12 AM |
| Jon Jouben        | Approved  | 05/15/2023 5:25 PM  |
| Heidi Kurppe      | Approved  | 05/16/2023 8:45 AM  |
| Scott Herring     | Approved  | 05/16/2023 8:52 AM  |
| Jeffrey Rogers    | Approved  | 05/16/2023 11:44 AM |
| Colleen Conko     | Approved  | 05/16/2023 11:49 AM |



**RESOLUTION NO.: 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT DECREASED FUNDS OR REVENUES ANTICIPATED IN THE 2023 BUDGET, PURSUANT TO §129.06 OF THE FLORIDA STATUTES, AND MAKING THE CORRESPONDING BUDGET AMENDMENTS SO THAT REVENUES AND EXPENDITURES ARE EQUAL.**

**WHEREAS, Hernando County did not receive the funds anticipated when the budget for the 2023 Fiscal Year was adopted; and**

**WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for the reduced revenues; and,**

**WHEREAS, these reduced revenues must be a reduction to the budget in the proper fund; and,**

**WHEREAS, the total 2023 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:**

|                       |                           | <b>REVENUES</b>       |                          |                       |
|-----------------------|---------------------------|-----------------------|--------------------------|-----------------------|
| <u>Account Number</u> | <u>Account Name</u>       | <u>Present Budget</u> | <u>Increase/Decrease</u> | <u>Amended Budget</u> |
| 0011-0011-3899090     | BALANCE FORWARD-CASH      | 54,439,066.00         | 165,105.00               | \$54,604,171.00       |
| 0011-01461-3669000    | MISCELLANEOUS REVENUE     | 300.00                | 11,000.00                | \$11,300.00           |
| 0011-04441-3669040    | DONATION-PARKS & REC      | 0.00                  | 40,000.00                | \$40,000.00           |
| 0011-32041-3342041    | ST GRANT-EMPA 31.063      | 89,250.00             | -28,855.00               | \$60,395.00           |
| 0011-37030-3899090    | BALANCE FORWARD-CASH      | 189,000.00            | 4,197.00                 | 193,197.00            |
| 0011-37034-3899090    | BALANCE FORWARD-CASH      | 500.00                | -500.00                  | 0.00                  |
| 0011-37035-3899090    | BALANCE FORWARD-CASH      | 95,717.00             | 5,802.00                 | 101,519.00            |
| 0011-34008-3314248    | FED GRT-5307 FY18 X998    | 746,185.00            | 7,169.00                 | 753,354.00            |
| 0011-34015-3314215    | FED GRT- FTA 5307 #20.507 | 1,465,337.00          | 78,727.00                | 1,544,064.00          |
| 0012-0012-3810011     | TRANSFER/GENERAL FUND     | 750,000.00            | 1,450,000.00             | 2,200,000.00          |
| 0012-0012-3811015     | TRANSFER/GAS TAX          | 0.00                  | 125,000.00               | 125,000.00            |
| 0012-0012-3811661     | TRANSFER/HCFR-FIRE        | 0.00                  | 125,000.00               | 125,000.00            |
| 0012-0012-3811691     | TRANSFER/HCFR-RESCUE      | 0.00                  | 125,000.00               | 125,000.00            |
| 0012-0012-3814111     | TRANSFER/HCUD             | 0.00                  | 250,000.00               | 250,000.00            |
| 0012-0012-3814411     | TRANSFER/WASTE MANAGEMENT | 0.00                  | 125,000.00               | 125,000.00            |
| 0012-0012-3899090     | BALANCE FORWARD-CASH      | 1,750,000.00          | -1,750,000.00            | 0.00                  |
|                       |                           | \$59,525,355.00       | \$732,645.00             | \$60,258,000.00       |

|                       |                           | <b>EXPENSES</b>       |                          |                       |
|-----------------------|---------------------------|-----------------------|--------------------------|-----------------------|
| <u>Account Number</u> | <u>Account Name</u>       | <u>Present Budget</u> | <u>Increase/Decrease</u> | <u>Amended Budget</u> |
| 0011-01461-5305201    | OPERATING SUPPLIES        | 1,500.00              | 11,000.00                | \$12,500.00           |
| 0011-05901-5920830    | TRNSF-NON ADVAL REV S2022 | 417,340.00            | 278,168.00               | \$695,508.00          |
| 0011-05981-5909999    | BUDG RES/CASH FORWARD     | 22,978,709.00         | -1,880,463.00            | \$21,098,246.00       |
| 0011-04441-5304606    | REPAIR/MAINT-SOFTWARE     | 39,244.00             | 17,400.00                | \$56,644.00           |
| 0011-04441-5306301    | IMPROV (GRTR THAN 50,000) | 2,129,134.00          | 40,000.00                | \$2,169,134.00        |
| 0011-32041-5305201    | OPERATING SUPPLIES        | 48,000.00             | -28,855.00               | \$19,145.00           |
| 0011-37030-5606604    | LIB MAT'LS-AUDIO/VIS AIDS | 25,000.00             | 4,197.00                 | 29,197.00             |
| 0011-37034-5305201    | OPERATING SUPPLIES        | 500.00                | -500.00                  | 0.00                  |
| 0011-37035-5304401    | RENTAL/LEASE-EQUIPMENT    | 22,415.00             | 5,802.00                 | 28,217.00             |
| 0011-34008-5606303    | IMPROV-TRANSIT ROUTES     | 615,972.00            | 7,169.00                 | 623,141.00            |
| 0011-34015-5303445    | CONTR SRV-TRANSIT         | 1,196,532.00          | 78,727.00                | 1,275,259.00          |
| 0011-01051-5606201    | BLDGS-CONSTN and/or IMP   | 450,506.00            | -450,000.00              | 506.00                |
| 0011-05901-5910012    | TRNSF_GEN FD CAPITAL PROJ | 0.00                  | 450,000.00               | 450,000.00            |
| 0012-00012-5606201    | BLDGS-CONSTN and/or IMP   | 13,122,418.00         | 2,200,000.00             | 15,322,418.00         |
|                       |                           | \$41,047,270.00       | \$732,645.00             | \$41,779,915.00       |

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023**

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

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
Chairman

**\*\* Reference: Legistar Item # / Mtg Date. \_\_\_\_\_ LS 12223 / 05-23-23**

|   |                         |                  |                            |
|---|-------------------------|------------------|----------------------------|
| Office of Management and Budget use only: |                         |                  |                            |
| Fund Number: 0011                         | Department No. Multiple | Approved by: TDB | Date: 4/30/2023 BR2023-030 |



## AGENDA ITEM

---

### TITLE

Budget Resolution Recognizing Difference Between Budgeted Fund Balances and Actual Fund Balances Recorded at End of FY 2022-23

### BRIEF OVERVIEW

Attached is a budget resolution which recognizes the difference between the budgeted fund balances and the actual fund balances recorded at the end of Fiscal Year 2022. Any difference would be a one-time revenue/loss which should not be used to fund recurring expenses.

These additions/reductions in funds were not anticipated nor were they included in the Fiscal Year 2022 Budget. The overall budget decreased a total of -\$1,519,398.00.

### FINANCIAL IMPACT

Increase/decrease to various departments and accounts other than the General Fund to recognize FY22 actuals.

### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 129.06, Florida Statutes.

### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached budget resolution.

### REVIEW PROCESS

|                   |          |                     |
|-------------------|----------|---------------------|
| Jodi Florio       | Approved | 05/01/2023 12:27 PM |
| Toni Brady        | Approved | 05/01/2023 12:40 PM |
| Josh Stringfellow | Approved | 05/02/2023 9:23 AM  |
| Pamela Hare       | Approved | 05/02/2023 9:32 AM  |
| Jon Jouben        | Approved | 05/03/2023 9:46 AM  |
| Heidi Kurppe      | Approved | 05/03/2023 1:08 PM  |
| Scott Herring     | Approved | 05/03/2023 1:47 PM  |
| Jeffrey Rogers    | Approved | 05/03/2023 4:32 PM  |
| Colleen Conko     | Approved | 05/03/2023 4:35 PM  |

**RESOLUTION NO.: 2023-\_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2023 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 2023 Fiscal Year was adopted; and,**

**WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for these unanticipated increased revenues; and,**

**WHEREAS, the total 2023 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**

| <b><u>Account Number</u></b> | <b><u>Account Name</u></b>  | <b><u>Present<br/>Budget</u></b> | <b><u>Increase/<br/>Decrease</u></b> | <b><u>Amended<br/>Budget</u></b> |
|------------------------------|-----------------------------|----------------------------------|--------------------------------------|----------------------------------|
| SEE ATTACHED                 | Special Revenue Funds 1XXX  | 78,644,759.00                    | -1,830,421.00                        | \$76,814,338.00                  |
|                              | Debt Service Funds 2XXX     | 11,480.00                        | -1.00                                | 11,479.00                        |
|                              | Capital Funds 3XXX          | 18,385,089.00                    | 36,154.00                            | 18,421,243.00                    |
|                              | Enterprise Funds 4XXX       | 113,854,047.00                   | 761,485.00                           | 114,615,532.00                   |
|                              | Internal Service Funds 5XXX | 12,386,120.00                    | -363,440.00                          | 12,022,680.00                    |
|                              | Special Revenue Funds 7XXX  | 8,559,622.00                     | -123,175.00                          | 8,436,447.00                     |
|                              |                             |                                  |                                      | 0.00                             |
|                              |                             | <u>\$231,841,117.00</u>          | <u>-\$1,519,398.00</u>               | <u>\$230,321,719.00</u>          |

**EXPENSES**

| <b><u>Account Number</u></b> | <b><u>Account Name</u></b>  | <b><u>Present<br/>Budget</u></b> | <b><u>Increase/<br/>Decrease</u></b> | <b><u>Amended<br/>Budget</u></b> |
|------------------------------|-----------------------------|----------------------------------|--------------------------------------|----------------------------------|
| SEE ATTACHED                 | Special Revenue Funds 1XXX  | 40,650,852.00                    | -1,830,421.00                        | \$38,820,431.00                  |
|                              | Debt Service Funds 2XXX     | 11,443.00                        | -1.00                                | 11,442.00                        |
|                              | Capital Funds 3XXX          | 12,092,608.00                    | 36,154.00                            | 12,128,762.00                    |
|                              | Enterprise Funds 4XXX       | 64,612,007.00                    | 761,485.00                           | 65,373,492.00                    |
|                              | Internal Service Funds 5XXX | 22,283,486.00                    | -363,440.00                          | 21,920,046.00                    |
|                              | Special Revenue Funds 7XXX  | 5,823,721.00                     | -123,175.00                          | 5,700,546.00                     |
|                              |                             |                                  |                                      | 0.00                             |
|                              |                             |                                  |                                      | 0.00                             |
|                              |                             | <u>\$145,474,117.00</u>          | <u>-\$1,519,398.00</u>               | <u>\$143,954,719.00</u>          |

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

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

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
Chairman

**\*\* Reference: Legistar # / Mtg Date. \_\_\_\_\_ LS12224 / 05-23-2023**

Office of Management and Budget use only:

Fund Number: Multiple      Department No. Various      Approved by: TDB      Date: 05/10/2023      BR2023-031

Revised 4/9/21

### Mid-Year Adjustment - SPECIAL REVENUE 1XXX

#### Revenue Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year  | Current Budget    | Increase / (Decrease) | Amended Budget    |
|------------|-------------|--------------|---------------------------|--------------|-------------------|-----------------------|-------------------|
| 1011       | 1011        | 3899090      | BALANCE FORWARD-CASH      | 23           | 4,015,442         | 104,529               | 4,119,971         |
| 1011       | 1011        | 3899093      | BALANCE FORWARD-CASH      | 23           | 27,247            | 1,662                 | 28,909            |
| 1013       | 1013        | 3899090      | BALANCE FORWARD-CASH      | 23           | 8,431,529         | (276,456)             | 8,155,073         |
| 1015       | 1015        | 3899090      | BALANCE FORWARD-CASH      | 23           | 2,807,865         | (58,200)              | 2,749,665         |
| 1017       | 1017        | 3899090      | BALANCE FORWARD-CASH      | 23           | 5,350,000         | (21,519)              | 5,328,481         |
| 1022       | 1022        | 3899090      | BALANCE FORWARD-CASH      | 23           | 8,829,951         | (88,116)              | 8,741,835         |
| 1024       | 1024        | 3899090      | BALANCE FORWARD-CASH      | 23           | 3,552,000         | 67,643                | 3,619,643         |
| 1031       | 1031        | 3899090      | BALANCE FORWARD-CASH      | 23           | 98,626            | 416,084               | 514,710           |
| 1051       | 1051        | 3899090      | BALANCE FORWARD-CASH      | 23           | 289,139           | (2,230)               | 286,909           |
| 1101       | 1101        | 3419074      | FEES-ACCESS/MAINT-800MHZ  | 23           | 635,000           | (635,000)             | -                 |
| 1101       | 1101        | 3590025      | F & F 800MHZ RADIO SYSTEM | 23           | 105,000           | (105,000)             | -                 |
| 1101       | 1101        | 3620060      | LEASE-TOWER               | 23           | 88,100            | (88,100)              | -                 |
| 1101       | 1101        | 3899090      | BALANCE FORWARD-CASH      | 23           | 628,010           | (628,010)             | -                 |
| 1141       | 1141        | 3899090      | BALANCE FORWARD-CASH      | 23           | 416,921           | 160,931               | 577,852           |
| 1171       | 1171        | 3899090      | BALANCE FORWARD-CASH      | 23           | 347,950           | 1,952                 | 349,902           |
| 1181       | 36011       | 3899090      | BALANCE FORWARD-CASH      | 23           | -                 | 23,494                | 23,494            |
| 1201       | 1201        | 3899090      | BALANCE FORWARD-CASH      | 23           | 444,128           | -                     | 444,128           |
| 1202       | 1202        | 3899090      | BALANCE FORWARD-CASH      | 23           | 178,760           | (5,401)               | 173,359           |
| 1203       | 1203        | 3899090      | BALANCE FORWARD-CASH      | 23           | 5,299,745         | (312,258)             | 4,987,487         |
| 1205       | 32401       | 3899090      | BALANCE FORWARD-CASH      | 23           | 604,276           | (1,795)               | 602,481           |
| 1206       | 32402       | 3899090      | BALANCE FORWARD-CASH      | 23           | 50,081            | 201                   | 50,282            |
| 1242       | 1242        | 3899090      | BALANCE FORWARD-CASH      | 23           | 347,596           | 121,818               | 469,414           |
| 1245       | 1245        | 3899090      | BALANCE FORWARD-CASH      | 23           | 47,672            | 9,077                 | 56,749            |
| 1248       | 1248        | 3899090      | BALANCE FORWARD-CASH      | 23           | 95,986            | 2,541                 | 98,527            |
| 1251       | 1251        | 3424002      | EMERGENCY 911             | 23           | 901,500           | (901,500)             | -                 |
| 1251       | 1251        | 3899090      | BALANCE FORWARD-CASH      | 23           | 1,476,180         | (1,476,180)           | -                 |
| 1261       | 1261        | 3899090      | BALANCE FORWARD-CASH      | 23           | 1,450,873         | (16,432)              | 1,434,441         |
| 1261       | 02812       | 3899090      | BALANCE FORWARD-CASH      | 23           | 683,104           | (10,935)              | 672,169           |
| 1271       | 35051       | 3899090      | BALANCE FORWARD-CASH      | 23           | 2,163,879         | 2,747,684             | 4,911,563         |
| 1273       | 1273        | 3899090      | BALANCE FORWARD-CASH      | 23           | 14,660            | 16,328                | 30,988            |
| 1278       | 1278        | 3899090      | BALANCE FORWARD-CASH      | 23           | 57,085            | -                     | 57,085            |
| 1431       | 1431        | 3899090      | BALANCE FORWARD-CASH      | 23           | 340,420           | 44,110                | 384,530           |
| 1481       | 1481        | 3899090      | BALANCE FORWARD-CASH      | 23           | 2,791,398         | (24,614)              | 2,766,784         |
| 1482       | 1482        | 3899090      | BALANCE FORWARD-CASH      | 23           | 673,988           | (38,752)              | 635,236           |
| 1555       | 31090       | 3311000      | FED GRT-CFDA 21.027 SLFRF | 23           | 252,640           | 552,979               | 805,619           |
| 1661       | 1661        | 3899090      | BALANCE FORWARD-CASH      | 23           | 14,197,032        | (336,242)             | 13,860,790        |
| 1691       | 1691        | 3899090      | BALANCE FORWARD-CASH      | 23           | 9,992,393         | (1,072,384)           | 8,920,009         |
| 1741       | 1741        | 3899090      | BALANCE FORWARD-CASH      | 23           | 951,138           | (2,330)               | 948,808           |
| 1781       | 1781        | 3899090      | BALANCE FORWARD-CASH      | 23           | 7,445             | -                     | 7,445             |
|            |             |              |                           | <b>TOTAL</b> | <b>78,644,759</b> | <b>(1,830,421)</b>    | <b>76,814,338</b> |

#### Expenditure Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget | Increase / (Decrease) | Amended Budget |
|------------|-------------|--------------|---------------------------|-------------|----------------|-----------------------|----------------|
| 1011       | 03151       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 4,612,549      | 104,529               | 4,717,078      |
| 1011       | 03151       | 5909940      | BUDGET RES-SNSHN GROVE RD | 23          | 27,247         | 1,662                 | 28,909         |



**Mid-Year Adjustment - SPECIAL REVENUE 1XXX**

|      |       |         |                           |    |           |             |           |
|------|-------|---------|---------------------------|----|-----------|-------------|-----------|
| 1013 | 03211 | 5909967 | BUDGET RES-CAP IMP PROJ   | 23 | 163,970   | (163,970)   | -         |
| 1013 | 03211 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 118,402   | (86,900)    | 31,502    |
| 1013 | 03211 | 5606310 | IMPROV-TRAFFIC MANAGEMENT | 23 | 1,325,550 | (25,586)    | 1,299,964 |
| 1015 | 03221 | 5909967 | BUDGET RES-CAP IMP PROJ   | 23 | 2,357,491 | (58,200)    | 2,299,291 |
| 1017 | 03231 | 5909967 | BUDGET RES-CAP IMP PROJ   | 23 | 1,543,772 | (21,519)    | 1,522,253 |
| 1022 | 03241 | 5909967 | BUDGET RES-CAP IMP PROJ   | 23 | 400,322   | (173,237)   | 227,085   |
| 1022 | 03241 | 5912780 | TRNSF-GRANT MATCH         | 23 | 158,009   | 85,121      | 243,130   |
| 1024 | 03261 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 3,980,691 | 67,643      | 4,048,334 |
| 1031 | 01761 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 97,876    | 416,084     | 513,960   |
| 1051 | 04571 | 5909967 | BUDGET RES-CAP IMP PROJ   | 23 | 237,989   | (2,230)     | 235,759   |
| 1101 | 02481 | 5303401 | CONTRACTED SERVICES       | 23 | 100,000   | (100,000)   | -         |
| 1101 | 02481 | 5304302 | UTILITY SRV-ELECTRIC      | 23 | 19,500    | (19,500)    | -         |
| 1101 | 02481 | 5304401 | RENTAL/LEASE-EQUIPMENT    | 23 | 248,000   | (248,000)   | -         |
| 1101 | 02481 | 5304501 | INSURANCE & BONDS-PREMIUM | 23 | 27,000    | (27,000)    | -         |
| 1101 | 02481 | 5304603 | REPAIR/MAINT-EQUIPMENT    | 23 | 20,000    | (20,000)    | -         |
| 1101 | 02481 | 5304610 | REPAIR/MAINT-MAINT CNTRCT | 23 | 200,000   | (200,000)   | -         |
| 1101 | 02481 | 5305201 | OPERATING SUPPLIES        | 23 | 1,500     | (1,500)     | -         |
| 1101 | 02481 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 840,110   | (840,110)   | -         |
| 1141 | 03491 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 259,560   | 160,931     | 420,491   |
| 1171 | 03302 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 335,179   | 1,952       | 337,131   |
| 1181 | 36011 | 5305216 | INSECTICIDES & PESTICIDES | 23 | 10,000    | 23,494      | 33,494    |
| 1201 | 02111 | 5909999 | BUDG RES/CASH FORWARD     | 23 | 415,228   | -           | 415,228   |
| 1202 | 02113 | 5909999 | BUDG RES/CASH FORWARD     | 23 | 118,410   | (5,401)     | 113,009   |
| 1203 | 02114 | 5909969 | BUDGET RES-JAIL REPAIRS   | 23 | 4,481,988 | (312,258)   | 4,169,730 |
| 1205 | 32401 | 5909911 | BUDGET RES-GRANTS         | 23 | 4,246     | (1,795)     | 2,451     |
| 1206 | 32402 | 5909911 | BUDGET RES-GRANTS         | 23 | 51        | 201         | 252       |
| 1242 | 02351 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 278,714   | 121,818     | 400,532   |
| 1245 | 02341 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 57,072    | 9,077       | 66,149    |
| 1248 | 02348 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 82,812    | 2,541       | 85,353    |
| 1251 | 02131 | 5101200 | SALARIES & WAGES-OVERTIME | 23 | 397,860   | (397,860)   | -         |
| 1251 | 02131 | 5101400 | SALARIES & WAGES-OVERTIME | 23 | 1,000     | (1,000)     | -         |
| 1251 | 02131 | 5102100 | CONTRACTED SERVICES       | 23 | 29,846    | (29,846)    | -         |
| 1251 | 02131 | 5102200 | TRAVEL & PER DIEM         | 23 | 67,050    | (67,050)    | -         |
| 1251 | 02131 | 5102300 | COMM SVC,DEVICES,ACCESSR  | 23 | 126,140   | (126,140)   | -         |
| 1251 | 02131 | 5102400 | INSURANCE & BONDS-PREMIUM | 23 | 981       | (981)       | -         |
| 1251 | 02131 | 5303401 | REPAIR/MAINT-EQUIPMENT    | 23 | 25,000    | (25,000)    | -         |
| 1251 | 02131 | 5304001 | REPAIR/MAINT-MAINT CNTRCT | 23 | 6,900     | (6,900)     | -         |
| 1251 | 02131 | 5304101 | PRINTING & BINDING        | 23 | 200,000   | (200,000)   | -         |
| 1251 | 02131 | 5304501 | OFFICE SUPPLIES           | 23 | 1,000     | (1,000)     | -         |
| 1251 | 02131 | 5304603 | OPERATING SUPPLIES        | 23 | 10,000    | (10,000)    | -         |
| 1251 | 02131 | 5304610 | BOOKS/PUBLICATIONS/SUBSCR | 23 | 87,500    | (87,500)    | -         |
| 1251 | 02131 | 5304701 | EQUIPMENT \$5,000 OR MORE | 23 | 5,000     | (5,000)     | -         |
| 1251 | 02131 | 5305101 | OFFICE SUPPLIES           | 23 | 200       | (200)       | -         |
| 1251 | 02131 | 5305201 | OPERATING SUPPLIES        | 23 | 4,300     | (4,300)     | -         |
| 1251 | 02131 | 5305401 | BOOKS/PUBLICATIONS/SUBSCR | 23 | 27,000    | (27,000)    | -         |
| 1251 | 02131 | 5606401 | EQUIPMENT \$5,000 OR MORE | 23 | 31,250    | (31,250)    | -         |
| 1251 | 02131 | 5909910 | BUDGET RES FOR CONTINGNCY | 23 | 1,356,653 | (1,356,653) | -         |

**Mid-Year Adjustment - SPECIAL REVENUE 1XXX**

|      |       |         |                            |    |                   |                    |                   |
|------|-------|---------|----------------------------|----|-------------------|--------------------|-------------------|
| 1261 | 02811 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 1,501,969         | (16,432)           | 1,485,537         |
| 1261 | 02812 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 999,485           | (10,935)           | 988,550           |
| 1271 | 35051 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 1,129,627         | 2,747,684          | 3,877,311         |
| 1273 | 03673 | 5909999 | BUDG RES/CASH FORWARD      | 23 | 14,660            | 16,328             | 30,988            |
| 1278 | 02841 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 31                | -                  | 31                |
| 1431 | 02631 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 378,074           | 44,110             | 422,184           |
| 1481 | 02311 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 3,103,318         | (24,614)           | 3,078,704         |
| 1482 | 02375 | 5909910 | BUDGET RES FOR CONTINGNCY  | 23 | 550,266           | (38,752)           | 511,514           |
| 1555 | 31090 | 5909183 | FEES & COST-CLERK          | 23 | -                 | 552,979            | 552,979           |
| 1661 | 02261 | 5909917 | BUDGET RES-CAPITAL PROJECT | 23 | 1,769,704         | (336,242)          | 1,433,462         |
| 1691 | 02491 | 5909917 | BUDGET RES-CAPITAL PROJECT | 23 | 5,314,247         | (1,072,384)        | 4,241,863         |
| 1741 | 02602 | 5909999 | BUDG RES/CASH FORWARD      | 23 | 981,108           | (2,330)            | 978,778           |
| 1781 | 04781 | 5305201 | OPERATING SUPPLIES         | 23 | 7,445             | -                  | 7,445             |
|      |       |         | <b>TOTAL</b>               |    | <b>40,650,852</b> | <b>(1,830,421)</b> | <b>38,820,431</b> |

## Mid-Year Adjustment - CAPITAL 3XXX

### Revenue Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget   | Increase /<br>(Decrease) | Amended Budget   |
|------------|-------------|--------------|---------------------------|-------------|------------------|--------------------------|------------------|
| 3135       | 33904       | 3313904      | FED GRT-GULF CONS 87.052  | 23          | 468,957          | (24,653)                 | 444,304          |
| 3135       | 33905       | 3317905      | FED GRT-21.015 1RDCGR1101 | 23          | 281,545          | 29,389                   | 310,934          |
| 3334       | 3334        | 3899090      | BALANCE FORWARD-CASH      | 23          | 4,925,507        | 31,425                   | 4,956,932        |
|            |             |              |                           | 23          | -                | -                        | -                |
|            |             |              | <b>TOTAL</b>              |             | <b>5,676,009</b> | <b>36,161</b>            | <b>5,712,170</b> |

### Expenditure Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget | Increase /<br>(Decrease) | Amended Budget |
|------------|-------------|--------------|---------------------------|-------------|----------------|--------------------------|----------------|
| 3135       | 33904       | 5303101      | PROFESSIONAL SERVICES     | 23          | 398,695        | (24,653)                 | 374,042        |
| 3135       | 33905       | 5606301      | IMPROV (GRTR THAN 50,000) | 23          | 281,545        | 29,389                   | 310,934        |
| 3334       | 03324       | 5909967      | BUDGET RES-CAP IMP PROJ   | 23          | 131,785        | 31,425                   | 163,210        |
|            |             |              |                           | 23          | -              | -                        | -              |
|            |             |              | <b>TOTAL</b>              |             | <b>812,025</b> | <b>36,161</b>            | <b>848,186</b> |

## Mid-Year Adjustment - ENTERPRISE 4XXX

### Revenue Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title           | Fiscal Year | Current Budget    | Increase / (Decrease) | Amended Budget    |
|------------|-------------|--------------|-------------------------|-------------|-------------------|-----------------------|-------------------|
| 4111       | 4111        | 3899090      | BALANCE FORWARD-CASH    | 23          | 39,545,679        | (2,237,119)           | 37,308,560        |
| 4111       | 33504       | 3893502      | ST GRT-FDEP CSFA 37.039 | 23          | 3,608,682         | 298,000               | 3,906,682         |
| 4121       | 4121        | 3899090      | BALANCE FORWARD-CASH    | 23          | 3,739,192         | 472,521               | 4,211,713         |
| 4132       | 4132        | 3899090      | BALANCE FORWARD-CASH    | 23          | 5,167,554         | (217,518)             | 4,950,036         |
| 4311       | 4311        | 3899090      | BALANCE FORWARD-CASH    | 23          | 1,545,876         | 1,301,244             | 2,847,120         |
| 4411       | 4411        | 3899090      | BALANCE FORWARD-CASH    | 23          | 4,402,611         | 379,457               | 4,782,068         |
| 4431       | 4431        | 3899090      | BALANCE FORWARD-CASH    | 23          | 9,657,630         | (675)                 | 9,656,955         |
| 4461       | 4461        | 3899090      | BALANCE FORWARD-CASH    | 23          | 3,322,808         | (382,210)             | 2,940,598         |
| 4471       | 4471        | 3899090      | BALANCE FORWARD-CASH    | 23          | 6,946,852         | (143,926)             | 6,802,926         |
| 4611       | 4611        | 3899090      | BALANCE FORWARD-CASH    | 23          | 2,436,206         | 1,291,712             | 3,727,918         |
|            |             |              |                         | 23          | -                 | -                     | -                 |
|            |             |              | <b>TOTAL</b>            |             | <b>80,373,090</b> | <b>761,486</b>        | <b>81,134,576</b> |

### Expenditure Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget    | Increase / (Decrease) | Amended Budget    |
|------------|-------------|--------------|---------------------------|-------------|-------------------|-----------------------|-------------------|
| 4111       | 07099       | 5909999      | BUDG RES/CASH FORWARD     | 23          | 37,602,126        | (2,237,119)           | 35,365,007        |
| 4111       | 33504       | 5303401      | CONTRACTED SERVICES       | 23          | 3,608,682         | 298,000               | 3,906,682         |
| 4121       | 07201       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 230,203           | 472,521               | 702,724           |
| 4132       | 07213       | 5909917      | BUDGET RES-CAPITAL PROJCT | 23          | 2,289,969         | (217,518)             | 2,072,451         |
| 4311       | 07411       | 5909917      | BUDGET RES-CAPITAL PROJCT | 23          | 887,293           | 1,301,244             | 2,188,537         |
| 4411       | 07602       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 2,137,794         | 379,457               | 2,517,251         |
| 4431       | 07651       | 5909922      | BUDGET RES-CLOS NW CL 1-2 | 23          | 4,785,284         | (675)                 | 4,784,609         |
| 4461       | 07681       | 5909924      | BUDGET RES-FTR CELL CONST | 23          | 690,942           | (382,210)             | 308,732           |
| 4471       | 07691       | 5909920      | BUDGET RES-REPAIR & REPLC | 23          | 2,857,797         | (143,926)             | 2,713,871         |
| 4611       | 07811       | 5909999      | BUDG RES/CASH FORWARD     | 23          | 1,461,225         | 1,291,712             | 2,752,937         |
|            |             |              |                           | 23          | -                 | -                     | -                 |
|            |             |              | <b>TOTAL</b>              |             | <b>56,551,315</b> | <b>761,486</b>        | <b>57,312,801</b> |



## Mid-Year Adjustment - INTERNAL SERVICE 5XXX

### Revenue Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget    | Increase / (Decrease) | Amended Budget    |
|------------|-------------|--------------|---------------------------|-------------|-------------------|-----------------------|-------------------|
| 5011       | 5011        | 3899090      | BALANCE FORWARD-CASH      | 23          | 548,345           | 39,067                | 587,412           |
| 5021       | 5021        | 3899090      | BALANCE FORWARD-CASH      | 23          | 1,337,937         | 89,896                | 1,427,833         |
| 5031       | 5031        | 3899090      | BALANCE FORWARD-CASH      | 23          | 4,768,206         | 938,221               | 5,706,427         |
| 5061       | 5061        | 3899090      | BALANCE FORWARD-CASH      | 23          | 521,401           | -                     | 521,401           |
| 5071       | 5071        | 3899090      | BALANCE FORWARD-CASH      | 23          | -                 | 261,381               | 261,381           |
| 5081       | 5081        | 3899090      | BALANCE FORWARD-CASH      | 23          | -                 | 68,402                | 68,402            |
| 5121       | 5121        | 3899090      | BALANCE FORWARD-CASH      | 23          | 3,890,231         | (1,761,909)           | 2,128,322         |
| 5121       | 5121        | 3819500      | TRANSFER/MEDICAL SELF INS | 23          | 1,320,000         | 1,502                 | 1,321,502         |
|            |             |              | <b>TOTAL</b>              |             | <b>12,386,120</b> | <b>(363,440)</b>      | <b>12,022,680</b> |

### Expenditure Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget    | Increase / (Decrease) | Amended Budget    |
|------------|-------------|--------------|---------------------------|-------------|-------------------|-----------------------|-------------------|
| 5011       | 08011       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 615,768           | 39,067                | 654,835           |
| 5021       | 08151       | 5909927      | BUDGET RES-FUTURE CLAIMS  | 23          | 1,341,688         | 89,896                | 1,431,584         |
| 5031       | 08101       | 5304510      | INSURANCE-WORKERS COMP    | 23          | 3,620,000         | (840,000)             | 2,780,000         |
| 5031       | 08101       | 5909927      | BUDGET RES-FUTURE CLAIMS  | 23          | 2,157,519         | 1,778,221             | 3,935,740         |
| 5061       | 08161       | 5909964      | BUDGET RES-EQUIPMENT      | 23          | 577,944           | -                     | 577,944           |
| 5071       | 08021       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 44,949            | 261,381               | 306,330           |
| 5081       | 08031       | 5909920      | BUDGET RES-REPAIR & REPLC | 23          | 201,982           | 68,402                | 270,384           |
| 5121       | 08121       | 5102321      | MEDICAL SELF INS CLAIMS   | 23          | 11,774,742        | -                     | 11,774,742        |
| 5121       | 08121       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 1,948,894         | (1,760,407)           | 188,487           |
|            |             |              |                           | 23          | -                 | -                     | -                 |
|            |             |              | <b>TOTAL</b>              |             | <b>22,283,486</b> | <b>(363,440)</b>      | <b>21,920,046</b> |

## Mid-Year Adjustment - SPECIAL REVENUE 7XXX

### Revenue Budget Ledger Entries

| Fund Level | Budget Unit | Account Code | Account Title        | Fiscal Year | Current Budget | Increase / (Decrease) | Amended Budget |
|------------|-------------|--------------|----------------------|-------------|----------------|-----------------------|----------------|
| 7029       | 7029        | 3899090      | BALANCE FORWARD-CASH | 23          | 1,479          | (49)                  | 1,430          |
| 7031       | 7031        | 3899090      | BALANCE FORWARD-CASH | 23          | 39,110         | (1,517)               | 37,593         |
| 7032       | 7032        | 3899090      | BALANCE FORWARD-CASH | 23          | 6,130          | (508)                 | 5,622          |
| 7033       | 7033        | 3899090      | BALANCE FORWARD-CASH | 23          | 14,740         | 146                   | 14,886         |
| 7041       | 7041        | 3899090      | BALANCE FORWARD-CASH | 23          | 288,100        | (5,445)               | 282,655        |
| 7042       | 7042        | 3899090      | BALANCE FORWARD-CASH | 23          | 14,840         | (1,378)               | 13,462         |
| 7044       | 7044        | 3899090      | BALANCE FORWARD-CASH | 23          | 5,800          | 144                   | 5,944          |
| 7081       | 7081        | 3899090      | BALANCE FORWARD-CASH | 23          | 1,730          | (14)                  | 1,716          |
| 7101       | 7101        | 3899090      | BALANCE FORWARD-CASH | 23          | 7,240          | (170)                 | 7,070          |
| 7102       | 7102        | 3899090      | BALANCE FORWARD-CASH | 23          | 9,810          | (529)                 | 9,281          |
| 7111       | 7111        | 3899090      | BALANCE FORWARD-CASH | 23          | 6,070          | (473)                 | 5,597          |
| 7121       | 7121        | 3899090      | BALANCE FORWARD-CASH | 23          | 6,260          | (136)                 | 6,124          |
| 7181       | 7181        | 3899090      | BALANCE FORWARD-CASH | 23          | 50,480         | (5,971)               | 44,509         |
| 7201       | 7201        | 3899090      | BALANCE FORWARD-CASH | 23          | 6,910          | (151)                 | 6,759          |
| 7211       | 7211        | 3899090      | BALANCE FORWARD-CASH | 23          | 35,600         | (594)                 | 35,006         |
| 7221       | 7221        | 3899090      | BALANCE FORWARD-CASH | 23          | 35,650         | (880)                 | 34,770         |
| 7231       | 7231        | 3899090      | BALANCE FORWARD-CASH | 23          | 33,000         | 189                   | 33,189         |
| 7312       | 7312        | 3899090      | BALANCE FORWARD-CASH | 23          | -              | 38,372                | 38,372         |
| 7322       | 7322        | 3899090      | BALANCE FORWARD-CASH | 23          | 65,400         | (3,190)               | 62,210         |
| 7331       | 7331        | 3899090      | BALANCE FORWARD-CASH | 23          | 19,460         | (504)                 | 18,956         |
| 7381       | 7381        | 3899090      | BALANCE FORWARD-CASH | 23          | 3,790          | (50)                  | 3,740          |
| 7401       | 7401        | 3899090      | BALANCE FORWARD-CASH | 23          | 5,840          | (121)                 | 5,719          |
| 7421       | 7421        | 3899090      | BALANCE FORWARD-CASH | 23          | 110,400        | (1,992)               | 108,408        |
| 7511       | 7511        | 3899090      | BALANCE FORWARD-CASH | 23          | 45,300         | 5,946                 | 51,246         |
| 7521       | 7521        | 3899090      | BALANCE FORWARD-CASH | 23          | 12,900         | (850)                 | 12,050         |
| 7531       | 7531        | 3899090      | BALANCE FORWARD-CASH | 23          | 6,890          | (973)                 | 5,917          |
| 7541       | 7541        | 3899090      | BALANCE FORWARD-CASH | 23          | 7,260          | (101)                 | 7,159          |
| 7552       | 7552        | 3899090      | BALANCE FORWARD-CASH | 23          | 2,838,226      | (64,481)              | 2,773,745      |
| 7571       | 7571        | 3899090      | BALANCE FORWARD-CASH | 23          | 19,100         | (841)                 | 18,259         |
| 7591       | 7591        | 3899090      | BALANCE FORWARD-CASH | 23          | 14,800         | (217)                 | 14,583         |
| 7671       | 7671        | 3899090      | BALANCE FORWARD-CASH | 23          | 44,800         | (937)                 | 43,863         |
| 7702       | 7702        | 3899090      | BALANCE FORWARD-CASH | 23          | 7,760          | 2,142                 | 9,902          |
| 7704       | 7704        | 3899090      | BALANCE FORWARD-CASH | 23          | 18,790         | 6,552                 | 25,342         |
| 7705       | 7705        | 3899090      | BALANCE FORWARD-CASH | 23          | 10,997         | (191)                 | 10,806         |
| 7708       | 7708        | 3899090      | BALANCE FORWARD-CASH | 23          | 567,900        | 4,120                 | 572,020        |
| 7901       | 7901        | 3899090      | BALANCE FORWARD-CASH | 23          | 3,620          | (50)                  | 3,570          |
| 7919       | 7919        | 3899090      | BALANCE FORWARD-CASH | 23          | 197,700        | 66                    | 197,766        |
| 7928       | 7928        | 3899090      | BALANCE FORWARD-CASH | 23          | 12,581         | (198)                 | 12,383         |
| 7931       | 7931        | 3899090      | BALANCE FORWARD-CASH | 23          | 7,480          | (152)                 | 7,328          |
| 7937       | 7937        | 3899090      | BALANCE FORWARD-CASH | 23          | 17,432         | 341                   | 17,773         |
| 7941       | 7941        | 3899090      | BALANCE FORWARD-CASH | 23          | 9,250          | 1,201                 | 10,451         |
| 7944       | 7944        | 3899090      | BALANCE FORWARD-CASH | 23          | 18,290         | 466                   | 18,756         |
| 7951       | 7951        | 3899090      | BALANCE FORWARD-CASH | 23          | 38,055         | 1,524                 | 39,579         |

**Mid-Year Adjustment - SPECIAL REVENUE 7XXX**

|      |      |         |                      |    |                  |                 |                  |
|------|------|---------|----------------------|----|------------------|-----------------|------------------|
| 7980 | 7980 | 3899090 | BALANCE FORWARD-CASH | 23 | 9,100            | 6,000           | 15,100           |
| 7992 | 7992 | 3899090 | BALANCE FORWARD-CASH | 23 | 12,340           | 1,388           | 13,728           |
| 7994 | 7994 | 3899090 | BALANCE FORWARD-CASH | 23 | 10,875           | 1,017           | 11,892           |
|      |      |         |                      | 23 | -                | -               | -                |
|      |      |         | <b>TOTAL</b>         |    | <b>4,699,285</b> | <b>(23,049)</b> | <b>4,676,236</b> |

**Expenditure Budget Ledger Entries**

| Fund Level | Budget Unit | Account Code | Account Title             | Fiscal Year | Current Budget | Increase / (Decrease) | Amended Budget |
|------------|-------------|--------------|---------------------------|-------------|----------------|-----------------------|----------------|
| 7029       | 09029       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 1,479          | (49)                  | 1,430          |
| 7031       | 09031       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 19,410         | (1,517)               | 17,893         |
| 7032       | 09032       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 3,590          | (508)                 | 3,082          |
| 7033       | 09033       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 16,380         | 146                   | 16,526         |
| 7041       | 09041       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 197,912        | (5,445)               | 192,467        |
| 7042       | 09042       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 11,907         | (1,378)               | 10,529         |
| 7044       | 09044       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 5,209          | 144                   | 5,353          |
| 7081       | 09081       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 1,206          | (14)                  | 1,192          |
| 7101       | 09101       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 6,443          | (170)                 | 6,273          |
| 7102       | 09102       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 9,061          | (529)                 | 8,532          |
| 7111       | 09111       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 4,533          | (473)                 | 4,060          |
| 7121       | 09121       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 5,682          | (136)                 | 5,546          |
| 7181       | 09181       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 44,512         | (5,971)               | 38,541         |
| 7201       | 09201       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 6,265          | (151)                 | 6,114          |
| 7211       | 09211       | 5909917      | BUDGET RES-CAPITAL PROJCT | 23          | 24,538         | (594)                 | 23,944         |
| 7221       | 09221       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 32,762         | (880)                 | 31,882         |
| 7231       | 09231       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 11,207         | 189                   | 11,396         |
| 7312       | 09312       | 5305201      | OPERATING SUPPLIES        | 23          | 39,377         | 38,372                | 77,749         |
| 7322       | 09322       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 15,872         | (3,190)               | 12,682         |
| 7331       | 09331       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 2,422          | (504)                 | 1,918          |
| 7381       | 09381       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 2,583          | (50)                  | 2,533          |
| 7401       | 09401       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 4,878          | (121)                 | 4,757          |
| 7421       | 09421       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 91,107         | (1,992)               | 89,115         |
| 7511       | 09511       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 18,470         | 5,946                 | 24,416         |
| 7521       | 09521       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 11,314         | (850)                 | 10,464         |
| 7531       | 09531       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 4,481          | (973)                 | 3,508          |
| 7541       | 09541       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 6,448          | (101)                 | 6,347          |
| 7552       | 09552       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 405,832        | (64,481)              | 341,351        |
| 7571       | 09571       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 16,013         | (841)                 | 15,172         |
| 7591       | 09591       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 13,202         | (217)                 | 12,985         |
| 7671       | 09671       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 34,062         | (937)                 | 33,125         |
| 7702       | 09702       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 6,690          | 2,142                 | 8,832          |
| 7704       | 09704       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 18,730         | 6,552                 | 25,282         |
| 7705       | 09705       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 10,537         | (191)                 | 10,346         |
| 7708       | 09708       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 348,375        | 4,120                 | 352,495        |
| 7901       | 09901       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 1,822          | (50)                  | 1,772          |
| 7919       | 09919       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 196,230        | 66                    | 196,296        |
| 7928       | 09928       | 5909910      | BUDGET RES FOR CONTINGNCY | 23          | 11,810         | (198)                 | 11,612         |

**Mid-Year Adjustment - SPECIAL REVENUE 7XXX**

|      |       |         |                           |              |                  |                 |                  |
|------|-------|---------|---------------------------|--------------|------------------|-----------------|------------------|
| 7931 | 09931 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 4,696            | (152)           | 4,544            |
| 7937 | 09937 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 16,542           | 341             | 16,883           |
| 7941 | 09941 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 8,646            | 1,201           | 9,847            |
| 7944 | 09944 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 15,960           | 466             | 16,426           |
| 7951 | 09951 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 31,525           | 1,524           | 33,049           |
| 7980 | 09980 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 8,870            | 6,000           | 14,870           |
| 7992 | 09992 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 12,660           | 1,388           | 14,048           |
| 7994 | 09994 | 5909910 | BUDGET RES FOR CONTINGNCY | 23           | 10,915           | 1,017           | 11,932           |
|      |       |         |                           | 23           | -                | -               | -                |
|      |       |         |                           | <b>TOTAL</b> | <b>1,772,165</b> | <b>(23,049)</b> | <b>1,749,116</b> |





## AGENDA ITEM

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### TITLE

Acceptance of National Fitness Campaign Grant Award for One-Time Sole Source Purchase of National Fitness Campaign Fitness Court at Veterans Memorial Park

### BRIEF OVERVIEW

On March 20, 2023, Hernando County Parks and Recreation Department submitted an application to National Fitness Campaign (NFC) to become a partner in the NFC program for a Fitness Court in Veteran's Park. The application was approved by NFC and Hernando County has been awarded \$30,000 in grant funding from NFC towards the purchase of an NFC Fitness Court. The total cost of the Fitness Court is \$155,000, the grant award reduces the cost or match required for the award by \$30,000 making the total cost for purchase \$125,000.

NFC Fitness Court is a trademarked outdoor infrastructure product and cannot be procured from any other organization. The grant award is contingent upon the purchase of the trademarked NFC Fitness Court.

The Procurement Department posted "Notice of Intended Sole Source Purchase" of subject project on May 05, 2023, with the last date for market challenges on November 22, 2023. No challenges were received.

### FINANCIAL IMPACT

\$125,000 is available in Account No. 0011-04441-5606301 Improv (Grtr than 10,000).

### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve the NFC grant award and authorize the Chairman's signature on the attached non-binding Letter of Support. It is further recommended that the Board authorize the purchase of the NFC Fitness Court contingent upon receipt of the NFC grant award.

### REVIEW PROCESS

|                      |           |            |          |
|----------------------|-----------|------------|----------|
| Christopher Linsbeck | Approved  | 05/08/2023 | 8:31 AM  |
| Helen Gornes         | Approved  | 05/10/2023 | 8:09 AM  |
| Toni Brady           | Approved  | 05/12/2023 | 8:36 AM  |
| Pamela Hare          | Delegated | 05/12/2023 | 8:36 AM  |
| Lisa Morgan          | Approved  | 05/12/2023 | 10:09 AM |
| Melissa Tartaglia    | Approved  | 05/12/2023 | 1:25 PM  |
| Heidi Kurppe         | Approved  | 05/12/2023 | 3:32 PM  |
| Scott Herring        | Approved  | 05/12/2023 | 3:41 PM  |

Jeffrey Rogers  
Colleen Conko

Approved  
Approved

05/14/2023 9:52 PM  
05/15/2023 10:31 AM

## NFC 2023 HEALTHY CITY GRANT APPLICATION

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### I. GENERAL INFORMATION

|                            |   |
|----------------------------|---|
| Legal Name of Organization | Hernando County Parks and Recreation Department   |
| Application Type           | Parks & Recreation Department   |
| Website URL:               | <a href="https://www.hernandocounty.us/departments/departments-n-z/parks-and-recreation/park-preserve">https://www.hernandocounty.us/departments/departments-n-z/parks-and-recreation/park-preserve</a> |
| Applicant Name             | Christopher Linsbeck  |
| Address                    | Hernando County Parks and Recreation<br>16161 Flight Path Drive<br>Brooksville, FL 34604  |
| Office Phone               | (352) 540-6239  |
| Cell Phone                 | (352) 667-1344  |
| Email                      | clinsbeck@hernandocounty.us   |

### II. Community Eligibility Details:

**Why should National Fitness Campaign consider pre-qualifying your city, municipality or organization for funding and partnership in the 2023 Healthy City Program?**

The Hernando County Parks and Recreation Department has been very interested in participating with the National Fitness Campaign since we first discovered the program in 2021. Unfortunately, the plans to develop a fitness court last year fell through as we didn't budget adequate funds needed to successfully complete the project. We've now started early in the planning process and would hope to be better prepared to have a successful improvement project for a new fitness court. The focus park for this project would be our Veterans Memorial Park located at 12254 Spring Hill Drive, Spring Hill, FL 34609. This park offers patrons an exercise walking trail and multiple workout stations along the trail. We feel that incorporating a fitness court into this park would fit the existing health and fitness theme and add another excellent amenity to the park.

|  |  |
|--|--|
| <p><b>Please describe your existing recreation and wellness infrastructure for your audience, community members and visitors, especially any current or planned pedestrian-oriented design (i.e. trail systems, pedestrian focused amenities and services, Rails-to-Trails projects, planned bicycle pathways, etc.)</b></p> | <p>Hernando County has bicycle trails, walking paths, and hiking trails in many of the parks. We have seen a growing demand for more fitness related amenities throughout our park system and have been researching ideas to fulfill the community's needs. The National Fitness Campaign seemed to be a perfect fit for the growing community and the target area of Hernando County. Veteran's Memorial Park is located in a densely populated residential area and is already frequented by many fitness seeking patrons.</p>   |
| <p><b>Describe current policies, initiatives and/or programs that contribute to health equity across all neighborhoods in your city.</b></p>   | <p>There are multiple organizations that would be a great supporter of a National Fitness Campaign. Florida Department of Health could be a potential sponsor for fitness programs developed within Hernando County. The YMCA has also been an active health and fitness partner and has hosted exercise events such as 5k's or community related exercise walks within our parks. We also have a large sponsorship participation level from various businesses , organizations, and individuals that want to promote healthier lifestyles for the youth and community.</p>            |
| <p><b>Provide an overview of existing funding measures in place that support parks and recreation and outdoor infrastructure in your city.</b></p>   | <p>The Hernando County Parks and Recreation Department has a 5-year capital improvement plan that details a number of projects that the Board of County Commission has determined to be necessary improvements to our current recreational needs. These projects include boardwalks, facility upgrades, new playgrounds, fishing piers, and athletic field improvements. The current funding plan is to add necessary funding into the Fiscal Year 2024 budget for the development of a fitness court at Veteran's Park.</p>   |
| <p><b>Please describe your future park, trail, and pedestrian infrastructure plans.</b></p>  | <p>Hernando County has been a growing community and is behind on meeting the recreational needs of the citizens. This is clear in the limited space available for athletic league play, the beaches becoming full to capacity, and the demand for increased infrastructure plans. Currently there are discussions with Southwest Water Management District and Hernando County to potentially lease or own lands at the Weeki Wachee Preserve. The County is seeking to develop more areas for beaches, walking trails, and recreational amenities on the west side of the County.</p> |
| <p><b>Support: Who else among your community leadership has adopted or supported feasibility for partnership in the NFC initiative?</b></p>  | <p>Parks &amp; Recreation Commission / Board Administrator(s)<br/>Other: VFW and Hernando County Veteran's Council is in support of this improvement.</p>  |



**Please list any community groups and organizations that will be involved with activating and promoting this initiative.**

Hernando County Parks and Recreation; Hernando County Board of County Commissioners; Veterans of Foreign Wars local precinct; Hernando County Veteran's Council; Hernando County Administration; Florida Department of Health; YMCA\*; HCA Hospitals\*; Healthy Living Organizations\*

\*Partner Opportunities

**Are there any future park or trail masterplans for which you may be interested in utilizing NFC's Healthy Infrastructure Consultation and Services?**

Unsure

### III. MULTI-SITE INFORMATION

**Site #1 Name:** Veteran's Memorial Park, 12254 Spring Hill Drive, Spring Hill FL 34609

**Site #1 Google Maps or other web URL of location** <https://www.google.com/maps?f=l&hl=en&q=12254+Spring+Hill+Dr%2c+Spring+Hill%2c+FL+34609>

**Site #1 Location Type** Public Outdoor Park

**Can you confirm that this site location supports a site for the Fitness Court that is a minimum safe distance of 150' from the nearest playground or children's play area to comply with national grant and safety standards?**

Yes

**Is this site both highly visible and easily accessible?**

Yes

**Has the site been approved by appropriate stakeholders or community leaders?**

Yes

**Please describe what makes this site an excellent option for a Fitness Court in your community.**

This park is a very exercise friendly park and offers an excellent paved walking trail, multiple workout stations, and could tie-in to a fitness court as the principal fitness amenity.

**Do you plan to qualify additional sites for future funding consideration at this time?**

No

### IV. Timing & Funding Information

**What month of the year does your fiscal year begin?**

October

If selected as a Partner and awarded the Healthy Cities Grant of \$30,000, how do you plan to match the remaining funding required? Option 1 - Full support for remaining funding in local budget.

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|  |    |
|--|----|
| Will you be applying for, and considering the 2023 Fitness Court Studio program? | No |
|--|----|

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|  |     |
|--|-----|
| Can you confirm that your first Fitness Court will be open and available for public use in 2023? | Yes |
|--|-----|

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|  |     |
|--|-----|
| Is your agency/ municipality tax exempt? | Yes |
|--|-----|

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|                                      |   |
|--------------------------------------|---|
| Please enter your tax exempt number: | Hernando County will provide this number. |
|--------------------------------------|---|

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|  |     |
|--|-----|
| What is your sales tax percentage (%)? | 6.5 |
|--|-----|

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## V. Site Design, Installation and Maintenance

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|  |  |
|--|--|
| All Fitness Courts receive standard NFC Public Art Collection art and graphics and NFC standard design services. For additional funding, Fitness Courts can feature expanded graphics and/or have a custom mural wall per the NFC Design Studio and Local Artist program options. Are you interested in any further customization to your Fitness Court that goes beyond the standard design services? | No - We will want standard NFC Public Art Collection art and graphics. |
|--|--|

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|  |     |
|--|-----|
| Maintaining the Fitness Court is the responsibility of the local site partner. Acceptance of a Grant Award requires compliance with standard NFC maintenance protocols. These include proper cleaning and repair of any damages to the Fitness Court and Graphics for a minimum period of 20 years. Do you acknowledge these requirements and commit to fulfilling them if selected? | Yes |
|--|-----|

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**The Fitness Court installation requires a Bid out to local contractor 38'x38' concrete slab foundation, and in the case of a Fitness Court Studio, 38'x76 concrete slab foundation'. Engineered plans are provided by NFC. How do you plan to accommodate this installation component?**

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**Please confirm that you will install your Fitness Court within your awarded campaign calendar year, weather permitting, and that if weather prevents an install, please confirm that you will install within 6 months of the next calendar year as soon as weather subdues.**

Yes

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**Please confirm you understand that NFC will not be liable for any expired adhesive or outdated revision designs of the Fitness Court outside the calendar year of the campaign year you are selected for. While NFC strives to be accommodating for unique scenarios, Partner recognizes NFC is not responsible for installation support & launch assistance outside 1.5 years from original shipment of Fitness Court.**

Yes

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**The NFC program can include certified assembly by a National Approved Installer Network team. Installer funding is transacted separately, ranging from \$25,000-\$27,000, and processed upon scheduling of assembly. Please confirm below that you will be proceeding with a National Approved Installer Network team. (There is an additional installation cost of \$7,500 for the installation of a Fitness Court Studio)**

Yes

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**Please confirm that you understand NFC may request site photographs at the discretion of the National Grant Committee and sponsors to confirm local site status, which must be provided within 72 hours.**

Yes

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## VI. Partnership & Sponsors

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Are you willing to host an opening day celebration at your Fitness Court inviting civic leaders, community supporters and the local media? Yes

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In consideration of the initiative being funded through the NFC sponsorship program, and in some cases, local or regional sponsors, will you allow the identification of major sponsors on the Fitness Court mural wall? Yes

---

Please confirm that you understand that NFC sponsors and partners reserve the right to provide new graphics and messaging on the rear of the Fitness Court for approved Fitness Courts at the conclusion of 36 months. Agency or municipality shall be allowed to approve the new design but shall not unreasonably withhold approval. Yes

---

Promote awareness of, and usage of, the Fitness Courts and demonstrate the value of an active lifestyle using the Fitness Court App, NFC website and activation tools provided? Yes

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Promote sponsors who have supported the Campaign, and join relevant regional and national events and promotions? Yes

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Establish a long term point of contact at your community to support an annual partnership support call, providing updates for relevant tools, communication programs, and promotions to support continued engagement with your community? Yes

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## VII. NFC Grant Award Acceptance:

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How will your organization accept the \$30,000 Healthy Cities Grant Award of Eligibility and confirm that your matching funding will be available and committed to this program following appropriate local procedures and adoption steps?

Purchase Order or other Funding Confirmation Documentation

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### VIII. Applicant's E-Signature

Signature



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Date/Time

Mar 20, 2023

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## DEPARTMENT OF PURCHASING AND CONTRACTS

20 NORTH MAIN STREET ♦ ROOM 365 ♦ BROOKSVILLE, FLORIDA 34601  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### **NOTICE OF INTENDED SOLE SOURCE PURCHASE**

**Agency:** Hernando County Board of County Commissioners

**Title:** National Fitness Court for Veteran's Park Fitness Trail

**Vendor:** National Fitness Campaign, LP

**Short Description of the Commodity or Service Desired:** Purchase of the National Fitness Campaign, Fitness Court. NFC Fitness Court is a trademarked outdoor infrastructure product and cannot be procured from any other organization. Estimated Purchase- \$155,000.00.

**Contact:**

Name: Carla Rossiter-Smith  
Address: 15470 Flight Path Drive, Brooksville, FL 34604  
Telephone: 352-754-4020  
Email: [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us)

**Date Posted:** May 05, 2023

**Last Day for Receipt of Information:** May 22, 2023

**Posted per Hernando County Purchasing and Contracts Policies and Procedures #070.IV.4.**

A handwritten signature in blue ink that reads "Carla Rossiter-Smith".

**Carla Rossiter-Smith, Procurement & Grants Manager**  
**For: Toni Brady**  
**Chief Procurement Officer, Hernando County**



## Congratulations!

Hernando County, FL has been selected as a 2023 NFC Grant Recipient!

Dear Chris,

On behalf of the National Fitness Campaign Grant Committee, we are pleased to share that Hernando County, FL has been selected as a grant eligible partner in the 2023 Healthy Cities Campaign in Florida! This notification letter confirms eligibility for one 2023 NFC Grant of \$30,000. The next step is to schedule your official Grant Eligibility Award Call within the next 10 days, where the qualifications submitted in your Grant Application will be confirmed by the NFC team, and your Grant Program Requirements (GPR) will be aligned for eligibility and participation in this year's campaign. A copy of your GPR Document is attached to this formal award letter for your review, and is based on dates submitted in your Grant Application.

The Grant Award will be confirmed pending 1) the submission of a Resolution of Adoption or Letter of Support, endorsed by your local governing body or appropriate council, and a countersigned copy of the attached formal GPR document within 60 days of the Award Call, 2) authorization to proceed, documented by formal funding confirmation (commonly a purchase order) and 3) confirmation of a scheduled shipping date for the Fitness Court and appropriate storage plans. Once set, GPR milestones must be met in order to maintain funding eligibility in the campaign.

To support this partnership and align your GPR milestones with your community's local adoption and funding processes, we have assigned a Partnership Manager Gloria Cox as your dedicated partner and champion in support of this partnership. Over the coming months, Gloria will work with your team to support the path outlined in the GPR Document, assisting in the confirmation of required remaining funding, installation, and launch of your program.

The 2023 NFC Campaign is part of a national movement to make world-class fitness free and accessible in public spaces across the country, which is more important today than ever before – thank you for your commitment to supporting this goal.

Here is a sneak peak at what's ahead:

- Fitness Court® Launch – Cut the ribbon on your beautiful new outdoor gym & announce free fitness to the community!
- Classes & Challenges – Get residents moving & keep them engaged with ongoing group classes, individual training, and competitive events.
- Press & Promotions – Shine a spotlight on your community and local partners for joining this exciting and innovative wellness movement!

Once again, we are thrilled to invite you to join us as a partner in the 2023 NFC Campaign, and we look forward to making world-class fitness free in Hernando County!

Best in Fitness,

Mitch Menaged, Founder  
National Fitness Campaign



## Hernando County, FL - National Fitness Campaign 2023 Funding Cycle Grant Program Requirements (G.P.R.)

### MILESTONE 1: ADOPTION

- **Summary:** Commit to project adoption and confirm matching funding
- **Requirement A:** Countersigned Grant Program Requirements Document
- **Deadline:** Apr 27, 2023
- **Requirement B:** Resolution of Adoption/Letter of Support from commission
- **Deadline:** May 12, 2023

### MILESTONE 2: AUTHORIZATION TO PROCEED - FUNDING CONFIRMED

- **Summary:** Execute budgeting and fundraising plan (as needed) and confirm total required funding
- **Requirement:** Funding confirmation document submitted to NFC for remaining program funding (typically P.O)\*  
\*Refer to Official Quote and Funding Requirements Summary for details
- **Deadline:** Oct 18, 2023

### MILESTONE 3 : SHIPMENT FOR STORAGE

- **Summary:** Identify Fitness Court® storage location and schedule Fitness Court® delivery
- **Requirement:** Accept Fitness Court® delivery and store at a secure location, prepare to be invoiced for program funds
- **Deadline:** Oct 19, 2023 -Nov 2, 2023

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### MILESTONE 4: INSTALL CONCRETE SLAB & ART APPROVAL

- **Summary:** Review slab drawings & schedule concrete installer, confirm Fitness Court orientation, Approve art print preview
- **Requirement:** Install concrete slab (*cure time of 28 days before Fitness Court® installation*)
- **Deadline:** January 2024 depending on weather

### MILESTONE 5: FITNESS COURT® ASSEMBLY

- **Summary:** Select Fitness Court® Assembly Team - NFC Factory Team recommended, (scope includes art install)
- **Requirement:** Confirm NFC team or local contractor timeline with NFC, provide completed installation photos for NFC inspection
- **Deadline:** February 2024 depending on weather

### MILESTONE 6: PRESS LAUNCH CEREMONY

- **Summary:** hold Fitness Court® press launch event & ribbon cutting
- **Requirement:** Promote press release, hold launch event within campaign year (weather permitting)
- **Deadline:** March 2024 depending on weather

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Trent Matthias, Director  
National Fitness Campaign

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John Allocco, Chairman  
Board of County Commissioners Hernando County, FL

*It is noted by the National Fitness Campaign and the municipality, school or organization listed above that this document in no way constitutes a binding agreement, or requirement to proceed with the NFC Program at any time. Formal commitment occurs upon receipt of complete local match funding by the program awardee, with submission of Funding Confirmation Documentation to National Fitness Campaign.*





## BOARD OF COUNTY COMMISSIONERS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4002 ♦ F 352.754.4477 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

National Fitness Campaign,

On behalf of Hernando County, FL, I am writing to accept a \$30,000 National Grant Award as part of the 2023 National Fitness Campaign – an initiative to install and activate outdoor Fitness Courts® in hundreds of communities across America.

I would like to express our community's commitment to the following:

- ❖ Providing a local funding match in the amount of \$125,000.
- ❖ Securing supplemental funding as needed through community sponsorships, federal grants, and other sources which will be made available and allocated to this program.

This initiative has been reviewed by Hernando County Board of County Commissioners – representatives of the agency, required to adopt and approve the partnership. I can confirm their approval.

Hernando County, FL sees fitness and wellness as a major priority for its residents, and strongly supports the efforts of National Fitness Campaign. We are proud to support this program and join hundreds of leading organizations nationwide prioritizing prevention and community fitness.

Should you have any questions please feel free to contact, Chris Linsbeck, Hernando County Community Services Director at 352-667-1344.

NFC recognizes that this letter does not constitute a binding contract.

Sincerely,

John Allocco, Chairman  
Hernando County Board of County Commissioners



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Procurement Department  
Prepared By: Alisa Pike  
Initiator: Toni Brady  
DOC ID: 12238  
Legal Request Number: 2022-141-3  
Bid/Contract Number: 22-R00060/TPR

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#### TITLE

Amendment No. 1 to Contract With Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services (Contract No. RFP 22-R00060/TPR)

#### BRIEF OVERVIEW

On June 14, 2022, the Board of County Commissioners approved Contract No. 22-R00060/TPR to Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services for twelve (12) months with renewal option of two (2) twelve (12) month terms.

The approved contract is for Realtor/Marketing Agent Services for the sale of surplus County property and the purchase of real property on behalf of the County.

Amendment One (1) is asking for a renewal of the contract through June 12, 2024.

In addition to a requested name change from Robert A. Buckner and Associates to Buckner Real Estate, Inc., the amendment is also asking for a price increase in agent commissions.

For properties listed at or reduced to \$20,000 or less, the requested commission increase is:

- From 6% to 8% if co-brokered or another agent is involved in.
- From 5% to 7% if sold exclusively by Robert Buckner or Charles Buckner.

Except for items noted in the requested amendment, all other terms and conditions shall remain the same.

#### FINANCIAL IMPACT

This is a revenue-generating contract for the County.

#### 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.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Amendment No. One (1) with Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services and authorize the Chief Procurement Officer to renew the contract with the requested commission increase including all listed amendment items.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Teena Dagliere | Approved | 05/05/2023 7:48 AM  |
| Kelly Soreng   | Approved | 05/05/2023 9:33 AM  |
| Todd Crosby    | Approved | 05/05/2023 12:10 PM |

|                      |          |                     |
|----------------------|----------|---------------------|
| Elaine Singer        | Approved | 05/05/2023 12:26 PM |
| Carla Rossiter-Smith | Approved | 05/12/2023 11:26 AM |
| Toni Brady           | Approved | 05/15/2023 12:28 PM |
| Pamela Hare          | Approved | 05/15/2023 12:45 PM |
| Kyle Benda           | Approved | 05/15/2023 1:08 PM  |
| Heidi Kurppe         | Approved | 05/15/2023 1:16 PM  |
| Scott Herring        | Approved | 05/15/2023 4:45 PM  |
| Jeffrey Rogers       | Approved | 05/16/2023 12:08 PM |
| Colleen Conko        | Approved | 05/16/2023 12:27 PM |

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
AGREEMENT  
CONTRACT NO. 22-R00060**

THIS AGREEMENT made and entered into this 14th day of June, 2022, by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 20 North Main Street, Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the COUNTY and Robert A. Buckner & Associates, Inc., 11 North Main Street, Brooksville, FL 34601, duly authorized to conduct business in the State of Florida, hereinafter called the REALTOR.

W I T N E S S E T H:

**WHEREAS**, the COUNTY has publicly submitted a Request for Proposals (“RFP”), RFP No. 22-R00060/TPR, to retain one (1) REALTOR that is qualified and have capacity to market and sell “Surplus Properties” and purchase real property on behalf of the Hernando COUNTY Board of COUNTY Commissioners (BOCC).

**WHEREAS**, REALTOR desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**ARTICLE 1. PURPOSE**

- 1.1** The purpose of this Agreement is for REALTOR to market and sell “Surplus Properties” and purchase real property on behalf of the BOCC located in Hernando COUNTY (COUNTY).

**ARTICLE 2. GENERAL REQUIREMENTS**

- 2.1** **TERMS AND CONDITIONS:** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages REALTOR to perform the services more specifically detailed in Exhibit “A”, Scope of Services (the “Scope of Services”), attached hereto and incorporated herein by this reference.
- 2.2** **GENERAL REQUIREMENTS:** REALTOR shall comply with all requirements provided in the following: rFP No. 22-R00060/TPR.
- 2.3** **OTHER REQUIREMENTS:** REALTOR shall comply with all other applicable Federal, State and COUNTY requirements, including but not limited to, all requirements listed in **RFP No. 22-R00060/TPR**, COUNTY purchasing procedures, and the COUNTY Code of Ordinances (the “Code”).
- 2.4** **COMPENSATION:** The REALTOR will be paid strictly on a commission basis based upon the amount agreed upon by the COUNTY and as proposed by the REALTOR. The REALTOR will only be entitled to receive payment for services at the time of the closing of the sale of property. No additional reimbursements will be paid by the COUNTY. All marketing costs including, but not limited to, all labor, materials, advertising costs, postage, handling, transportation, travel, lodging, equipment and supplies and incidentals to perform as the REALTOR shall be the sole responsibility of the REALTOR.
- 2.5** **TERMS OF AGREEMENT:** This Agreement shall be effective immediately following the date of final execution by the COUNTY and shall remain in effect for twelve (12) months, also known as the initial term (“the “Initial Term”). Prior to, or upon completion of the Initial Term, the COUNTY shall have the option to renew this Agreement under the same terms and conditions as provided by RFP No. 22-T00060/TPR. Continuation of the Agreement beyond the Initial Term, and any option subsequently exercised, is a COUNTY prerogative and not a right of the REALTOR. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.
- 2.6** **OTHER CONSULTANTS:** The REALTOR shall coordinate and work with any other consultants retained by the COUNTY. REALTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the



REALTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

- 2.7** **ACCEPTANCE BY COUNTY:** The services rendered pursuant to this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accordance with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement and will not be responsible for payment for any such service.

### **ARTICLE 3. COUNTY RESPONSIBILITIES**

- 3.1** COUNTY shall promptly review the services performed by REALTOR and provide direction to REALTOR as needed. COUNTY shall designate a COUNTY staff member to act as COUNTY'S Project Administrator.
- 3.2** COUNTY shall make payment in accordance with the provisions set forth in this Agreement.
- 3.3** COUNTY will provide to the REALTOR all necessary and available data in the possession of COUNTY that would be useful to REALTOR in the completion of the required services.

### **ARTICLE 4. SPECIAL TERMS AND CONDITIONS**

- 4.1** **CORPORATE REPRESENTATIONS BY REALTOR:** REALTOR hereby represents and warrants to the COUNTY the following:

- 4.1.1** REALTOR is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
- 4.1.2** The undersigned signatory for REALTOR has the power, authority, and the legal right to enter into and perform the obligations set forth in this Agreement and all applicable exhibits thereto, and the execution, delivery, and performance hereof by REALTOR has been duly authorized by the Board of Directors and/or President of REALTOR. In support of said representation, REALTOR agrees to provide a copy to the COUNTY of a corporate certificate of good standing provided by the State of Florida prior to the execution of this Agreement.
- 4.1.3** REALTOR is duly licensed under all local, State and Federal laws to provide the work stated in the Detailed Scope of Services attached hereto as **Exhibit "A"**. In support of said representation, REALTOR agrees to provide a copy of all said licenses to the COUNTY prior to the execution of this Agreement.

**4.2** **TERMINATION:**

- 4.2.1** This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be affected unless the other party is given not less than ninety (90) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate prior to termination.
- 4.2.2** This Agreement may be terminated in whole or in part in writing by the COUNTY for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in 4.2.1. If termination for convenience is effected by the COUNTY, no further compensation will be paid to the REALTOR.
- 4.2.3** If termination for default is effected by the COUNTY, no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the REALTOR at the time of termination may be adjusted to cover any additional costs to the COUNTY because of the REALTOR 'S default.
- 4.2.4** Upon receipt of a termination action under 4.2.1, 4.2.2, or 4.2.3, the REALTOR shall: (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) deliver or otherwise make

available to the COUNTY all data, drawings, reports, specifications, summaries, properties, and keys acquired and other such information acquired and as may have been accumulated by the REALTOR in performing this Agreement, whether completed or in process.

**4.2.5** Upon termination, the COUNTY may take over the work and may award another party a Contract to complete the work described in the Scope of Services.

**4.2.6** If, after termination for failure of the REALTOR to fulfill contractual obligations, it is determined that the REALTOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the COUNTY.

**4.3** **REMEDIES:** Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between the COUNTY and the REALTOR, arising out of or relating to this Agreement, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

**4.4** **ACCESS TO RECORDS:** The REALTOR shall establish and maintain a reasonable accounting system, which enables ready identification of the REALTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this Contract. The COUNTY, the Comptroller General of the United States, or its designee shall have access to such books, records, sub-contract(s), financial operations, and documents of the REALTOR as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the REALTOR'S place of business. This right to audit shall include the REALTOR'S sub-contractors used to procure goods or services under the Contract with the COUNTY. REALTOR shall ensure the COUNTY has these same rights with sub-contractor(s) and suppliers. Pursuant to Section 119.0701, Florida Statutes (Current Edition), REALTOR shall comply with the Florida Public Records' laws and shall:

**4.4.1** Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;

**4.4.2** 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. (Current Edition), or as otherwise provided by law;

**4.4.3** 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,

**4.4.4** Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the REALTOR 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;

**4.4.5** 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 (Current Edition).

**4.5** **INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

**4.5.1** **INDEMNITY:** To the fullest extent permitted by Florida law, the REALTOR 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 REALTOR 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 REALTOR nor any of its sub-contractors, 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.

**4.5.2 PROTECTION OF PERSONS AND PROPERTY:**

**4.5.2.1** The REALTOR 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.

**4.5.2.2** The REALTOR 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 REALTOR will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

**4.5.3 MINIMUM INSURANCE REQUIREMENTS:** REALTOR 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.

**4.5.4 WORKERS' COMPENSATION:** As required by law:

STATE.....Statutory  
 APPLICABLE FEDERAL.....Statutory  
 EMPLOYER'S LIABILITY.....Minimum: \$100,000.00 each accident  
 \$100,000 by employee  
 \$500,000 policy limit

**Exemption per Florida Statute 440:** If a REALTOR has less than three (3) employees and states that they are exempt per Florida Statute 440 (Current Edition), 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. <http://www.myfloridacfo.com/wc/exemption.html>

**4.5.5 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.

**COVERAGE AS FOLLOWS:**

EACH OCCURRENCE.....\$1,000,000.00  
 GENERAL AGGREGATE.....\$2,000,000.00  
 PERSONAL/ADVERTISING INJURY.....\$1,000,000.00  
 PRODUCTS-COMPLETED OPERATIONS AGGREGATE....\$2,000,000.00

Per Project Aggregate (if applicable)

**ALSO**, include in General Liability coverage for the following areas based on limits of policy, with minimum of:

FIRE DAMAGE (Any one (1) fire).....\$50,000.00  
 MEDICAL EXPENSE (Any one (1) person).....\$5,000.00

**4.5.6 ADDITIONAL INSURED:** REALTOR 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.

**4.5.7 WAIVER OF SUBROGATION:** REALTOR 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 REALTOR to enter into an pre-loss agreement to waive subrogation without an endorsement, then

REALTOR agrees 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 REALTOR enter into such an agreement on a pre-loss basis.

- 4.5.8 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:**

|                                   |                |
|-----------------------------------|----------------|
| COMBINED SINGLE LIMIT (CSL).....  | \$1,000,000.00 |
| BODILY INJURY (Per Person).....   | \$1,000,000.00 |
| BODILY INJURY (Per Accident)..... | \$1,000,000.00 |
| PROPERTY DAMAGE.....              | \$1,000,000.00 |

- 4.5.9 [X] Not-Required JB (initials)**

**PLEASE NOTE:** If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**PROFESSIONAL LIABILITY:** including Errors and Omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", REALTOR may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

- 4.5.10 [X] Not-Required JB (initials)**

**PLEASE NOTE:** If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.

**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, lightening, earthquake, flood, water damage and windstorm. If there are any deductibles applicable to the insurance required herein, REALTOR 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:

- 4.5.10.1** Date which all persons and organization that are insured under the policy agree in writing that it must be terminated.
- 4.5.10.2** Date on which final payment of this Contract has been made by COUNTY to Consultant/Firm; or
- 4.5.10.3** Date on which the insurable interests in the property of all insured other the COUNTY have ceased.
- 4.5.10.4** 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.



**4.5.11 [X] Not-Required JB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**CRIME PREVENTION – BOND:** REALTOR shall procure a fiduciary bond in the amount of \$100,000.00 covering loss or theft by REALTOR, its agents, or employees, and shall procure insurance in the amount of \$10,000.00 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of REALTOR that would insure to the benefit of the COUNTY.

**4.5.12 [X] Not-Required JB (initials)**

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**EXCESS/UMBRELLA LIABILITY:** REALTOR shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on Contract.

**4.5.13 SUB-CONTRACTORS (if applicable):** All sub-contractors 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 sub-contractors are required to name Hernando COUNTY Board of COUNTY Commissioners as additional insured and provide a Waiver of Subrogation in regard to General Liability.**4.5.14 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 to its poor financial condition or failure to operating legally.**4.5.15 Each insurance policy shall include the following conditions by endorsement to the policy:**

- 4.5.15.1** REALTOR 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 Consultant/Firm's insurer. If the REALTOR receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, REALTOR agrees to notify the COUNTY by fax 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 shall read:

Hernando COUNTY Board of COUNTY Commissioners  
Attention: Risk Department  
15470 Flight Path Drive  
Brooksville, FL 34604

- 4.5.15.2** 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 Consultant/Firm.

- 4.5.15.3** 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.

**4.5.15.4** 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.

**4.5.16** The REALTOR shall be required to provide a current Certificate of Insurance to the COUNTY prior to commencement of services.

**4.5.17** Proposers 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.

**4.5.18** Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of the Consultant/Firm's obligation to maintain such insurance.

**4.6** **INDEPENDENT CONTRACTOR:** The REALTOR agrees that it shall be acting as an independent Contractor and shall not be considered or deemed to be an agent, employee, joint venture or partner of the COUNTY. The REALTOR shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the REALTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the REALTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the REALTOR any fee, commission, percentage, gift, or other consideration contingent upon on or resulting from the award or making of this Agreement.

**4.7** **ACCEPTANCE OF SERVICES:** Any service(s) procured as a result of this Agreement may be evaluated for compliance with specifications. In the event that the service is found to be defective or does not conform to the specifications, the COUNTY reserves the right to require corrective action as appropriate which may include, but is not limited to, ordering re-performance of service or the termination of the Agreement for default. The COUNTY will not be responsible for paying for any service that does not conform to the Agreement specifications.

**4.8** **PUBLIC RECORDS / COPYRIGHTS:**

**4.8.1** All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the REALTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request without charge. In accordance with Florida Public Records Law, Chapter 119, Florida Statutes (Current Edition), each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the REALTOR'S office or facility. The REALTOR shall maintain the files and papers for not less than six (6) complete calendar years after the project has been completed or terminated, or in accordance with the Federal and State requirements, whichever is longer.

**4.8.2** Any copyright derived from any Agreement derived from this Agreement shall belong to the author. The author and the REALTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the REALTOR in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the REALTOR will not be eligible for any compensation.

**4.8.3** **Codes and Regulations:** All work completed under this Agreement shall conform to all applicable Federal, State and local statutes, ordinances, codes, regulations and ordinances.

**4.8.4** **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, sub-contractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (Current

Edition), for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

- 4.8.5 Prohibition Against Contingent Fees:** The REALTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the REALTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the REALTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 5. GENERAL CONDITIONS**

- 5.1 Governing Law and Venue:** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Hernando County, Florida.
- 5.2 Assignment:** Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.
- 5.3 Captions:** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.
- 5.4 Binding Agreement:** This Agreement shall be binding upon and shall insure to the benefit of each of the parties and of their respective successors and permitted assigns.
- 5.5 Amendment:** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.
- 5.6 Waiver:** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.
- 5.7 Compliance with Civil Rights Act:** During the term of this Agreement the REALTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the REALTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the REALTOR employees or applicants for employment. The REALTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.
- 5.8 Compliance with Laws:** The REALTOR shall at all times comply with all Federal, State and local laws, rules, ordinances and regulations.
- 5.9 Severability:** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- 5.10 Notice:** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to REALTOR:

If to COUNTY:  
J. Scott Herring, P.E.  
1525 E. Jefferson Street  
Brooksville, FL 34601  
Telephone: (352) 754-4062  
Fax: (352) 754-4199

June, 2022

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

- 5.11 **Safety:** REALTOR shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, Contractors and agents while performing work provided hereunder.
- 5.12 **Sovereign Immunity:** Notwithstanding any other provision set forth in this Contract, nothing contained in this Agreement shall be construed as a waiver of the COUNTY'S right to sovereign immunity under Section 768.28 (Current Edition), or other limitations imposed on the COUNTY'S potential liability under State or Federal law. As such, the COUNTY shall not be liable, under this Agreement, for punitive damages or interest for the period before judgment. Further, the COUNTY shall not be liable for any claim or judgment, or portion thereof, to any one (1) person for more than one hundred thousand and 00/100 dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand and 00/ 100 dollars (\$200,000.00).
- 5.13 **Drafting:** COUNTY and REALTOR each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.
- 5.14 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

#### ARTICLE 6. SCOPE OF AGREEMENT

- 6.1 This Agreement, RFP No. 22-R00060/TPR and Proposal dated April 11, 2022, constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

#### ARTICLE 7. ATTACHMENTS

- 7.1. Attachments:  
Exhibit "A" Scope of Services

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its COUNTY Commission, signing by and through its Chairman, authorized to execute same by Commission Action on the 14<sup>th</sup> day of June, 2022 and by REALTOR through its duly authorized representative.

WITNESSES:

Charles Buckner  
Charles Buckner

REALTOR:

By: Robert A. BucknerPrint name: Robert A. BucknerTitle: Broker - Owner - President

ATTEST:



Hindi Kuyper, Deputy Clerk  
for Douglas A. Chorvat, Jr.  
Clerk of Circuit Court

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

Steve Champion  
Board Chairman



**EXHIBIT “A”: SCOPE OF SERVICES**

- 1. SCOPE OF SERVICES:** It is the intent of this RFP to have the successful realtor enter into one (1) Contract for Professional Services with the County to supply real estate services as outlined herein. The realtor will be paid strictly on a commission basis and will be expected to work closely with the County Attorney’s Office and County staff. The prospective buyer or lessee of the properties will be required to enter into a Purchase and Sale Agreement to be drafted by the County. The County will select the realtor that best meets the selection criteria and demonstrates the capability to provide and perform quality work to achieve the County’s objectives. The proposers to this RFP must be knowledgeable of the local real estate market and should have experience in the sale and leasing of similar properties and have the ability to market to prospective buyers on a national and local level. All marketing costs shall be the sole responsibility of the realtor who is awarded the listing agreement.

The professional services required by the County in connection with this RFP covers the entire spectrum of those services customarily provided by commercial and residential real estate brokers and/or firms. Such professional real estate services that may be required to be provided to the County include, but are not limited to, the following:

**1.1 SALE OF REAL PROPERTY**

- 1.1.1** Recommend the listing price of the sites based on their marketability and similar sales in the area. However, the listing price shall not be below the Hernando County Property Appraiser’s stated value.
- 1.1.2** Recommend a minimum sales price for each site for the BOCC to consider and provide a projected timeline for sales at various listing prices.
- 1.1.3** Develop a reasonable marketing plan for the sale of each property utilizing “FOR SALE” signs where appropriate; newspaper or flyer advertisements; letters by U.S. mail being sent to adjoining landowners notifying them that the property is available for sale and placing all properties on the Hernando County MLS.
- 1.1.4** Advertise and market the property for sale in any additional and appropriate manner over and above the mandatory minimum requirement listed above.
- 1.1.5** Present any offers to the County staff with recommendation for acceptance or refusal.
- 1.1.6** Provide County staff with a bi-monthly status report listing as requested.
  - 1.1.6.1** Competitive Market Analysis (CMA).
  - 1.1.6.2** Date and listing of when the property was advertised.
  - 1.1.6.3** Listing of contacts made, either in response to specific inquiries or realtor initiated.
  - 1.1.6.4** Impression as to progress of marketing effort.
  - 1.1.6.5** Suggestions, if any, as to how to change or improve the marketing plan.
  - 1.1.6.6** Copy of MLS monthly reports showing all County properties listed.
- 1.1.7** Participate in site tours and/or other events concerning a showing of the property.
- 1.1.8** Analyze offers from potential buyers.
- 1.1.9** Presentations at public BOCC meetings may be required.
- 1.1.10** Recommendation on repair, inspection or maintenance issues that are critical to the ability to sell the property.

1.1.11 Negotiating with potential buyers on behalf of the County.

1.1.12 Preparing closing documents; County Attorney's office will attend the closings when a title company is utilized by a buyer.

1.1.13 All other customary activities and services associated with real estate transactions.

**NOTES:**

1.1.14 Purchaser receives a statutory deed, not a warranty deed. No warranty or guarantee will be issued by the County.

1.1.15 All properties are sold "As Is."

1.1.16 Buyer is to pay all closing costs including title insurance if requested by buyer.

**1.2 PURCHASE OF REAL PROPERTY**

1.2.1 Purchases real property on behalf of the County.

 6/1/22  
\_\_\_\_\_  
Authorized Signature

## **AGENDA ITEM**

Initiator: Toni Brady  
DOC ID: 19795  
Legal Request Number: 2022-0141-01  
Bid/Contract Number: 22-R00060/TPR

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### **TITLE**

Award of Contract to Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services (Contract RFP 22-R00060/TPR)

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### **BRIEF OVERVIEW**

On March 16, 2022, the Purchasing and Contracts Department issued a Request for Proposals (RFP) No. 22-R00060/TPR through the County's electronic website for Realtor/Marketing Agent Services. The RFP document was sent to a total of thirty (30) matching vendors, twenty-three (23) members of the Hernando County Association of Realtors and five (5) vendors as a courtesy. The RFP document was downloaded by twelve (12) realtors/real estate firms. One (1) proposal was received.

The term of the resulting contract is effective the date of approval by the Board of County Commissioners through twelve (12) months with two (2) twelve (12) month renewal options. The contract resulting from this RFP is for Realtor/Marketing Agent Services for the sale of surplus County property and the purchase of real property on behalf of the County.

Due to the fact only one (1) RFP was received, it was determined that a Professional Services Review Committee (PSRC) meeting for evaluation purposes was not necessary. The Department of Public Works has requested that the Purchasing and Contracts Department enter into negotiations with Robert A. Buckner and Associates, Inc.

The Proposed Commission Rate that was submitted in 22-PS00060/TPR is the same Proposed Commission Rate that Robert A. Buckner and Associates, Inc., is currently charging under the current contract 19-R00103/PH.

This agenda item requests approval of contract 22-R00060/TPR with Robert A. Buckner and Associates.

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### **FINANCIAL IMPACT**

This will be a revenue-generating contract for the County.

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### **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.

## RECOMMENDATION

It is recommended that the Board approve the request for Proposal No. 22-R00060/TPR with Robert A. Buckner and Associates, Inc., for Realtor/Marketing Agent Services and authorize the Chief Procurement Officer to renew the contract annually with the same pricing, terms and conditions.

## REVIEW PROCESS

|                               |           |                     |
|-------------------------------|-----------|---------------------|
| Patty Hall                    | Completed | 05/20/2022 4:27 PM  |
| Toni Brady                    | Completed | 05/25/2022 11:17 PM |
| Teena Dagliere                | Completed | 05/26/2022 12:08 PM |
| Kelly L Soreng                | Completed | 05/26/2022 12:29 PM |
| Scott Herring                 | Completed | 05/26/2022 2:51 PM  |
| Pamela Hare                   | Completed | 05/23/2022 1:33 PM  |
| Kyle J. Benda                 | Completed | 05/25/2022 4:18 PM  |
| Jenine Wimer                  | Completed | 05/27/2022 9:25 AM  |
| Tobey Phillips                | Completed | 06/03/2022 2:23 PM  |
| Jeffrey Rogers                | Completed | 06/08/2022 7:43 AM  |
| Colleen Conko                 | Completed | 06/08/2022 8:35 AM  |
| Board of County Commissioners | Completed | 06/14/2022 9:00 AM  |

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED BY CONSENT VOTE [UNANIMOUS]</b>  |
| <b>MOVER:</b>    | Wayne Dukes, Commissioner                   |
| <b>SECONDER:</b> | Jeff Holcomb, Commissioner                  |
| <b>AYES:</b>     | Champion, Allocco, Narverud, Dukes, Holcomb |





DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604

P 352.754.4020 • F 352.754.4199 • W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**AMENDMENT NO. ONE (1)**

TO

**CONTRACT NO. 22-R00060**

FOR


**REALTOR/MARKETING AGENT SERVICES**

The following changes are hereby made a part of the Contract Documents for the **CONTRACT NO. 22-R00060 – REALTOR/MARKETING AGENT SERVICES**, located in Hernando County, as fully and completely as if the same were fully set forth therein:

1. The following services are hereby revised to the above referenced Contract.
2. Contract will be renewed for twelve (12) months, from June 13, 2023, to June 12, 2024.
3. Change Agent Commissions for properties listed at or reduced to \$20,000 or less to the following:
  - a. 8% if co-brokered or another agent is involved in.
  - b. 7% if sold exclusively by Robert Buckner or Charles Buckner.
4. Change company name from Robert A Buckner and Associates to Buckner Real Estate, Inc.
5. All other terms and conditions shall remain the same.

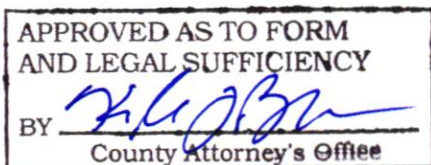
BUCKNER REAL ESTATE, INC  
(fka Robert A Buckner and Associates)

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
Authorized Signature

John Allocco, Chairman  
Hernando Board of County Commissioners  
Hernando County, Florida

Date Issued: 05/01/2023





## AGENDA ITEM

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### TITLE

Award of Contract to Air Mechanical and Service Corporation for Hernando County Sheriff's Office Building Air Conditioning Replacement Project (Contract No. 18-TF0049/DK; Amount: \$56,429.58)

### BRIEF OVERVIEW

On August 14, 2018, the Board approved the award of Term Contract No. 18-TF0049/DK, Doc ID No. 14704, to Air Mechanical and Service Corporation, The Air JOA Corporation, and Johnson Controls Inc., for an initial thirty-six (36) month period utilized on an as-needed basis for air conditioning repairs of systems under twenty-five tons.

Paragraph 73.1 of this contract includes that typical work may include but not be limited to Heating, Ventilation and Air Conditioning (HVAC):

- HVAC System Repairs.
- Remodeling and/or Renovations HVAC.
- HVAC Replacement or New Installations.
- Etcetera - Other Work as Assigned to Complete Each Repair Service.

On April 21, 2023, the Hernando County Facilities Department obtained quotes for the replacement of three (3) existing air conditioning units at the Hernando County Sheriff's Office Building. The subject equipment numbers are: RTU #1, RTU #8 and RTU # 12.

Per recommendation from previous Board approval (Doc ID No. 14704), all purchases exceeding the Advertised Bid Requirement (ABR) of \$35,000.00 will be brought before the Board for purchase approval.

The Facilities Department Manager has determined that pricing obtained is fair and reasonable for this type/quantity of work. The purpose of this purchase is to replace three (3) existing air conditioning units that are past their lifespan (18, 19 and 25 years old respectively).

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

### FINANCIAL IMPACT

Funding is available in Expense Account 0011-01701-5606201, Bldgs-Constn and/or Imp.

### LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

### RECOMMENDATION

It is recommended that the Board approve the purchase of three (3) new air conditioning controls and software with Contractor Air Mechanical and Service Corporation (AMSCO) for

the Hernando County Sheriff's Office Building in the project amount of \$56,429.58.

The work shall be performed under Hernando County Contract No. 18-TF0049/DK entitled HVAC Repairs on Systems up to twenty-five (25) tons.

## REVIEW PROCESS

|                      |          |                     |
|----------------------|----------|---------------------|
| Craig Becker         | Approved | 05/04/2023 10:52 AM |
| Carla Rossiter-Smith | Approved | 05/12/2023 11:21 AM |
| Toni Brady           | Approved | 05/15/2023 10:41 AM |
| Pamela Hare          | Approved | 05/15/2023 11:17 AM |
| Melissa Tartaglia    | Approved | 05/15/2023 4:57 PM  |
| Heidi Kurppe         | Approved | 05/16/2023 9:10 AM  |
| Scott Herring        | Approved | 05/16/2023 9:14 AM  |
| Jeffrey Rogers       | Approved | 05/16/2023 12:06 PM |
| Colleen Conko        | Approved | 05/16/2023 12:22 PM |



# SOLICITATION - OFFER - AWARD

|  |  |  |   |
|--|--|--|---|
| <b>SOLICITATION NO.:</b><br><b>18-TF0049/DK</b>  | <b>SOLICITATION TITLE:</b><br><b>HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS</b> | <b>DATE ISSUED:</b><br><b>MAY 30, 2018</b>   | <b>CONTRACT NO.:</b><br><b>18-TF0049/DK</b> |
| <b>ISSUED BY:</b><br><b>BOARD OF COUNTY COMMISSIONERS</b><br><b><u>HERNANDO COUNTY, FLORIDA</u></b><br>Steve Champion, Chairman<br>John Allocco, Vice Chairman<br>Wayne Dukes, Second Vice Chairman<br>Jeff Holcomb<br>John Mitten |  | <b>SUBMIT BID OFFER TO:</b><br><b>HERNANDO COUNTY PURCHASING AND CONTRACTS</b><br><b>20 NORTH MAIN STREET, ROOM 365</b><br><b>BROOKSVILLE, FL 34601-2800</b><br><br>James S. Wunderle<br>Purchasing and Contracts Manager<br>Chief Procurement Officer |   |

## SOLICITATION

SEALED OFFERS, IN TWO (2) ORIGINALS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS, 1653 BLAISE DR, BROOKSVILLE, FL 34601, BROOKSVILLE, FL 34601-2800, **UNTIL 3:00 P.M., LOCAL TIME ON JUNE 27, 2018.** 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 IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM, 1653 BLAISE DR, AT **3:00 P.M. ON JUNE 27, 2018.** PURSUANT TO FS 119.071 (CURRENT EDITION), 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.

| ITEM NO. | DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT  | QTY  | UNIT | UNIT PRICE | TOTAL AMOUNT |
|----------|--|------|------|------------|--------------|
| 1        | FOR PROVIDING HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS FOR THE HERNANDO COUNTY FACILITIES MAINTENANCE DEPARTMENT.<br><br>SUBMIT PRICING ON BID FORM IN SECTION VI<br><br><u>PLEASE SUBMIT TWO (2) ORIGINAL SIGNED DOCUMENTS.</u><br><br>(SEE ATTACHED SPECIFICATIONS) | XXXX | XXXX | XXXXXXXX   | \$ _____     |

## OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN **NINETY (90) DAYS** FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

**DISCOUNT FOR PROMPT PAYMENT:**    % 10 CALENDAR DAYS    % 20 CALENDAR DAYS    % CALENDAR DAYS

|  |  |  |
|--|--|--|
| <b>BIDDER'S INFORMATION</b><br>Air Mechanical & Service Corporation<br>Company Name<br>4311 W. Ida St<br>Address<br>Tampa FL 33614<br>City State Zip Code<br>813-875-0782 813-874-0402 tbarton@amsco-ac.com<br>Phone Number Fax Number Email Address |  | <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:</b><br>BIDDER'S SIGNATURE<br><br>OFFER DATE<br><div style="text-align: right;"> <u>6-27-18</u><br/>         6-25-18       </div> |
|--|--|--|

## AWARD

(TO BE COMPLETED BY COUNTY)

|  |  |   |
|--|--|---|
| <b>REVIEWED FOR LEGAL SUFFICIENCY:</b><br>5/14/18<br><b>ACCEPTED AS TO ITEM(S) NO:</b>   | <b>LR NO.:</b><br>2018-353<br><b>AMOUNT:</b>   | <b>BY:</b><br>Randall B. Griffiths<br><b>ACCOUNTING CODE:</b> |
| <b>SUBMIT INVOICES TO:</b><br><b>HERNANDO COUNTY</b><br><b>FACILITIES MAINTENANCE DEPARTMENT</b><br><b>1525 EAST JEFFERSON ST.,</b><br><b>BROOKSVILLE, FL 34601</b><br><b>OR REQUESTING DEPARTMENT</b> | <b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b><br><br>SIGNATURE:<br><br><b>AWARD DATE:</b><br><div style="text-align: right;">8-14-18</div> |   |



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ISSUE DATE: MAY 30, 2018

INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, is accepting bids for:

TERM CONTRACT ITB NO. 18-TF0049/DK

FOR

**HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS**

Hernando County Board of County Commissioners are soliciting Vendors/Contractors active in HVAC repairs on systems up to twenty-five (25) tons.

Sealed bid offers as two (2) originals for furnishing the above will be received and accepted up to 3:00 PM (local time), **JUNE 27, 2018**, in the Hernando County Purchasing and Contract's office. Bids shall be plainly marked on the outside of a sealed envelope/container with: Bidder's name and address, and Bid Name and Bid Number. Bids are to be submitted:

**Physical Address:**

Hernando County Purchasing and Contracts  
1653 Blaise Dr.  
Brooksville, Florida 34601

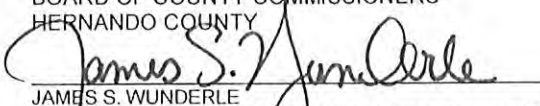
The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the bid documents and the Hernando County Procurement Ordinance.

Interested firms may secure the bid documents and plans and drawings and all other pertinent information by visiting the website of Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com). For additional project information, please visit the Hernando County Board of County Commissioners Purchasing and Contracts Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by calling Bid Net at (800) 835-4603 or the Purchasing and Contracts Department at (352) 754-4020.

Purchasing and Contracts Department will post addenda on Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to all questions in accordance with the Solicitation Instructions. **It is the responsibility of prospective bidders to visit the Bid Net at [www.floridabidsystem.com](http://www.floridabidsystem.com) to insure that they are aware of all addenda issued relative to this solicitation.**

***Pursuant to Florida Statutes 119.071 (current edition) 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.***

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY


  
JAMES S. WUNDERLE  
CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

**NOTICE TO BIDDERS**

To ensure that your Bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Diane Kafrissen, Purchasing and Contracts, at (352) 754-4020 or email at [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) and copies to [Dkafrissen@hernandocounty.us](mailto:Dkafrissen@hernandocounty.us) and [TParker-Rimes@hernandocounty.us](mailto:TParker-Rimes@hernandocounty.us).

Vendor Return Complete Bid Document

Page 4 of 50

Vendor's Initials: 



## SECTION II - SOLICITATION INSTRUCTIONS

1. **DEFINITION OF TERMS:** Where the following terms, or their pronouns, occur herein, the intent and meaning shall be as follows:

- 1.1. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- 1.2. **OWNER:** Hernando County Board of County Commissioners (County)
- 1.3. **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.
- 1.4. **CONTRACT:** 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 documents) whether attached thereto or not.
- 1.5. **VENDOR/CONTRACTOR:** The Bidder awarded a Contract by the County for the furnishing of goods or services.

2. **AVAILABILITY OF BIDDING DOCUMENTS:**

- 2.1. Interested firms may secure bid documents, plans, drawings, site locations, and other pertinent information by visiting the website of [www.floridabidsystem.com](http://www.floridabidsystem.com). For additional information please contact the Hernando County Board of County Commissioners, Purchasing and Contracts Department at (352) 754-4020 or by calling Bid Net at (800) 835-4603.

3. **PREPARATION OF BID:** To insure acceptance of your bid, please follow these instructions:

- 3.1. Interested firms are to submit two (2) original bid responses. All bid sheets including this form must be executed and submitted in a sealed envelope. (Do not include more than one bid response per envelope). The face of the envelope shall contain, in addition to the address, the date, time of the bid opening and the bid number and title. All bids are subject to the conditions specified herein. Those, which do not comply with these conditions, may be declared non-responsive and subject to rejection.

**Submit bids to:**

Hernando County Purchasing and Contracts  
20 N. Main St., Rm. 365  
Brooksville, Florida 34601-2800  
BID NUMBER (ITB NO. 18-TF0049/DK)

- 3.2. 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 the U.S. Postal Services, any courier system, or any other occurrence.
- 3.3. Bids must be typed or printed in ink. All corrections made by the Bidder prior to the opening must be initialed and dated by the Bidder. No changes or corrections will be allowed after bid opening.
- 3.4. Bids must contain a manual signature of an authorized representative of the company. Telegraphic or facsimile bids will not be accepted.
- 3.5. It is the Bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids, which are received after the bid opening time, will be returned unopened to the Bidder.
- 3.6. 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 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 he (they) have conducted such examinations.

- 3.7. No material, labor, or facilities will be furnished by the County unless specifically stated.
- 3.8. 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 the response to be found non-response and subject to rejection.
- 3.9. No responsibility shall attach to Hernando County, the Clerk of Circuit Court, or any official or employee thereof, for the pre-opening of, post opening of, or failure to open, a bid not properly addressed and identified.

4. **TIMETABLE:**

|                         |                                   |
|-------------------------|-----------------------------------|
| Date of Distribution:   | <u>MAY 30, 2018</u>               |
| Mandatory Pre-Bid:      | <u>N/A</u>                        |
| Last Date of Inquiries: | <u>JUNE 15, 2018 AT 5:00 P.M.</u> |
| Bids Due:               | <u>JUNE 27, 2018 AT 3:00 P.M.</u> |

5. **MANDATORY PRE-BID CONFERENCE:** N/A

- 6. **BID OPENING:** Bids that are not received in a timely manner by this specific office 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 90 days thereafter. Pursuant to Florida Statutes 119.071 (current edition) 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.
- 7. **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:
  - 7.1. All questions relative to interpretation of the specifications or the bid process shall be addressed in writing as indicated below, in ample time prior to the period set for submittal and opening of the bids.
  - 7.2. Any interpretation or clarification made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued will be posted on the [www.floridabidsystem.com](http://www.floridabidsystem.com). Oral answers will not be authoritative.
  - 7.3. It will be the responsibility of the bidder to visit [www.floridabidsystem.com](http://www.floridabidsystem.com) to insure they are aware of all addenda issued for this solicitation.
  - 7.4. Questions must be submitted via e-mail to [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) or faxed to (352) 754-4199. Questions will only be accepted through the period specified in the bid documents.
  - 7.5. All addenda must be acknowledged by signing and submitted with the bid. Failure to acknowledge any addenda may render the Vendor/Contractor's bid as non-responsive and subject to rejection.



8. **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 Purchasing and Contracts Department. Any attempt to communicate with any County Representative outside the Purchasing and Contracts Department will be considered a violation of the Purchasing Policy and may result in the rejection of your bid.
9. **WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request received from Bidders prior to the time fixed for opening. 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. Faxed or electronically mailed withdrawals will not be recognized.
10. **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 Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (current edition). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (current edition).

### **SECTION III - GENERAL CONDITIONS**

#### **11. CONTRACT PERIOD:**

- 11.1. The Contract resulting from this solicitation shall be a term Contract for the time period specified herein. During the specified time period, the County may order services/supplies as the requirements generate and the Vendor/Contractor will deliver the services/supplies ordered. It is understood that the County is not obligated to purchase any specific amount of services/supplies under this agreement.
- 11.2. The period of the Contract shall extend for thirty-six (36) months effective from upon award.
- 11.3. The Contract may be extended, by mutual agreement, for two (2) additional twelve (12) month periods up to a cumulative total of sixty (60) months. The County will notify the Vendor/Contractor, in writing, no later than thirty (30) days prior to expiration of the Contract as to its desire for extension. Any request by the Vendor/Contractor for consideration of a price adjustment must be made to the County at the time of renewal, and must only be based on increased costs to the Vendor/Contractor. Documentation of these increases must be furnished to the County upon request. Any upward price adjustment approved by the County shall impose upon the Vendor/Contractor the requirement to advise and extend to the County price reductions when costs similarly decrease.
- 11.4. Either party may cancel this Contract, in whole or in part, by giving ninety (90) days prior notice in writing. However, the Vendor/Contractor shall not be authorized to exercise this cancellation option during the first one-hundred eighty (180) days of the Contract. The number of days within which, or the dates by which, the work is to be substantially completed and ready for final payment are set forth in the Agreement.

#### **12. BID PRICE/SUBMITTAL REQUIREMENTS:**

- 12.1. 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.
- 12.2. Unless otherwise stated, the prices bid shall include all costs of packing, transporting, delivery, and services to the designated point within Hernando County.
- 12.3. 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.

- 12.4. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- 12.5. The Bidder warrants that the prices of the items set forth herein do not exceed those charged by the Bidder under a Contract with the State of Florida or any of its agencies.
- 12.6. Bidder must submit the solicitation document in its entirety, including the Solicitation-Offer-Award cover sheet, bid specifications, Bid Form and all required Forms/Certifications. Failure to submit these forms may render the bid non-responsive.

### 13. QUALIFICATION OF BIDDERS:

- 13.1. This bid shall be awarded to a responsive, responsible bidder, qualified by experience to provide the work specified. The Bidder will submit the following information with his bid:
  - 13.1.1. List and brief description of similar work (size and scope) for at least three (3) references of firms, and/or governmental agencies/entities satisfactorily completed with location, dates of Contract, names, addresses, telephone numbers and email addresses of owners by completing the reference sheets attached is Section VII. These references must be for work performed within the past three (3) years.
  - 13.1.2. Failure to submit this information may be cause for rejection of your bid.

### 14. BID EVALUATION AND AWARD:

- 14.1. 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.
- 14.2. The County reserves the right to make multiple awards to the lowest, responsive and responsible Bidders based on group or the unit item price, whichever is the most advantageous to the County. However, the County reserves the right to reject any and all bids in accordance with the Hernando County Procurement Ordinance.
- 14.3. It is the intent of this bid to award projects to the three (3) lowest, responsive and responsible bidders, utilizing their services on a rotational and as-needed basis.
- 14.4. 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.
- 14.5. The County shall be the sole judge as to the relative merits of the bids received.
- 14.6. If a separate written Contract is not required by the County; a written letter of award, mailed or otherwise furnished to the successful Bidder, shall result in a binding Contract without further action by either party.



- 14.7. Discounts for payments within less than twenty (20) days will not be considered in evaluation of bids, however, offered discounts will be taken for less than twenty (20) days if payment is made within the discount period.

15. **LOCAL PREFERENCE:** N/A

16. **HOURS:** Work may be performed between the hours of 8:00 A.M and 5:00 P.M., 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. Services will not be permitted when operations would cause a traffic or safety hazard.
17. **WARRANTIES:** The Bidder agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the Bidder gives to any customer for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this award.

18. **DELIVERY AND ACCEPTANCE:**

- 18.1. The County will order services by issuance of a Hernando County numbered Purchase Order. Each order will specify the scope of work, location and date(s) for service required.
- 18.2. Receipt of services/supplies shall not constitute acceptance. Final acceptance and authorization of payment shall be given only after thorough inspection indicates that the services/supplies delivered meet bid specifications and conditions. Should the services/supplies differ in any respect from the specifications, payment will be withheld until such time as the Vendor/Contractor takes necessary correction action. If the proposed corrective action is not acceptable to the County, final acceptance of the services may be refused, in which case the services shall remain the property of the Vendor/Contractor and the County shall not be liable for payment for any portion thereof.
- 18.3. Unless otherwise specified, services shall be performed as described in these Contract documents.
- 18.4. Vendor/Contractor(s) shall not commence work prior to the County's receipt and acceptance of the Certification of Insurance, and any other required documents/certificates as specified by these Contract documents.

19. **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.
20. **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.
21. **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.

22. **NON-PERFORMANCE:**



- 22.1. 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.
- 22.2. 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.
23. **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.
24. **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 (current edition), on Public Entity Crimes. Bidders must complete and return with bid the Sworn Statement to Public Entity Crimes attached in these bid documents.
25. **LICENSES AND PERMITS:** 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. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
26. **LAWS, REGULATIONS, PERMITS AND TAXES:** 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.
27. **TAXES:**
- 27.1. The Board of County Commissioners, Hernando County, Florida, has the following tax exemption certificates assigned:
- Florida Sales & Use Tax Exemption Certificate No. 85-8012556945C-8,  
effective 1/31/14 – expiring on 1/31/2019.
- 27.2. This exemption does not apply to purchases of tangible personal property made by Vendor/Contractor(s) who use the tangible personal property in the performance of contracts for improvements of County owned real property (Chapters 192 and 212, F.S. (current edition) and applicable rules of the Department of Revenue).
28. **MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:** When manufacturers' names, trade names, brand names, information and/or catalog number listed in a specification are for information and not intended to limit competition. It is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. The Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If Bids are based on equivalent products, indicate on the Bid Form the manufacturers' name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The Bidder should also explain in detail the reasons(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Hernando County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements may be found non-responsive and





subject to rejection. If Bidder fails to name a substitute, it will be assumed that he is bidding on, and will be required to furnish goods identical to the bid standard as specified.

29. **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, without regard to 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.

30. **TERMINATION:**

30.1. **Termination for Default:**

- 30.1.1. 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:
- 30.1.1.1. Provide products or services that comply with the specifications herein or fails to meet the County's performance standards.
  - 30.1.1.2. Deliver the supplies or to perform the services within the time specified in this Contract or any extension.
  - 30.1.1.3. Make progress so as to endanger performance of this Contract.
  - 30.1.1.4. Perform any of the other provisions of this Contract.
- 30.1.2. Prior to termination for default, the County will provide adequate written notice to the (Vendor/Contractor) through the Chief Procurement Officer, Purchasing and Contracts, 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.
- 30.1.3. 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:
- 30.1.3.1. Stop work on the date and to the extent specified.
  - 30.1.3.2. Terminate and settle all orders and Subcontracts relating to the performance of the terminated work.



- 30.1.3.3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
- 30.1.3.4. Continue and complete all parts of that work that have not been terminated.
- 30.1.4. 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.
- 30.2. 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 ninety (90) 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.
- 31. **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.
- 32. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES**:
  - 32.1. At the option of the Vendor/Contractor, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.
  - 32.2. Each governmental agency allowed by the Vendor/Contractor to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent Contract award.
- 33. **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**: By submission of this bid, the Bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, that in connection with this procurement:
  - 33.1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
  - 33.2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor.
- 34. **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 must apply during this interim period.
- 35. **COMPETENCY OF BIDDERS**: The County reserves the right to make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his bid.
- 36. **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:

- 36.1. Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- 36.2. 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.
- 36.3. 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,
- 36.4. 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.
- 36.5. 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 (CURRENT EDITION), 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](mailto:PURCHASING@HERNANDOCOUNTY.US), WITH AN OFFICE LOCATED AT 20 N. MAIN STREET, ROOM 365, BROOKSVILLE, FLORIDA 34601.**

### **37. PAYMENT:**

- 37.1. Payment for services received will be accomplished by submission of an invoice, in duplicate, with purchase order number referenced thereon at the completion of each specified job. Said invoice(s) shall be submitted to:

HERNANDO COUNTY FACILITIES MAINTENANCE DEPARTMENT  
1525 EAST JEFFERSON ST.,  
BROOKSVILLE, FLORIDA 34601  
OR REQUESTING DEPARTMENT

- 37.2. Each invoice shall give a detailed breakdown of the services provided.
- 37.3. The Vendor/Contractor may invoice the County after each work order is complete. Invoice shall reference, and be based upon the Quantity Report received after project completion.
- 37.4. Payment will be made in no less than thirty (30) days **after receipt of the invoice by the Finance Department of Hernando County**. Terms not within Hernando County's payment period are not acceptable and may be cause for rejection.
- 37.5. **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.

### 38. CONFLICT OF INTEREST:

- 38.1. 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 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 Subcontracts, the language set forth in this paragraph prohibiting conflict of interest.
- 38.2. 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:
- 38.2.1. Hernando County employee or any member of Hernando County employee's immediate family has a financial interest in the procurement contract; or
- 38.2.2. 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; or
- 38.2.3. 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.
- 38.3. 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 year of that employee's separation from employment with the County, unless the employer or the former County employee files with the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission.

### 39. GRATUITIES AND KICKBACKS:

- 39.1. 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, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory 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 Subcontract, or to any solicitation or proposal therefore.
- 39.2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a Contract to the prime Contractor or higher tier Subcontractor or any person associated therewith, as an inducement for the award of a Subcontract or order.

### 40. E-VERIFY:

- 40.1. 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, 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).

- 40.2. 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.
- 40.3. Legitimate claims of the Vendor/Contractor's use of unauthorized workers must be reported to both of the following agencies:
  - 40.3.1. The County's Purchasing and Contracts Department at (352) 754-4020; and
  - 40.3.2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- 40.4. 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.
- 40.5. Vendor/Contractor is encouraged (but not required) to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:
  - 40.5.1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 40.5.2. 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.
  - 40.5.3. Establish a written hiring and employment eligibility verification policy.
  - 40.5.4. 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.
  - 40.5.5. 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.
  - 40.5.6. 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.
  - 40.5.7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.



- 40.5.8. Establish a program to assess Subcontractors' compliance with employment eligibility verification requirements. Encourage Vendor/Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Subcontractor agreements.
- 40.5.9. 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.
- 40.5.10. 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.
- 40.5.11. 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.
- 40.5.12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### **41. INSURANCE REQUIREMENTS:**

##### **41.1. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:**

41.1.1. **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.

##### **41.1.2. PROTECTION OF PERSONS AND PROPERTY:**

41.1.2.1. 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.

41.1.2.2. 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.

41.2. **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.

**41.2.1. WORKERS' COMPENSATION:** As required by law:

|                           |                         |
|---------------------------|-------------------------|
| STATE.....                | Statutory               |
| APPLICABLE FEDERAL.....   | Statutory               |
| EMPLOYER'S LIABILITY..... | Minimum :               |
|                           | \$100,000 each accident |
|                           | \$100,000 by employee   |
|                           | \$500,000 policy limit  |

**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. <http://www.myfloridacfo.com/wc/exemption.html>

**41.2.2. 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.

**COVERAGE AS FOLLOWS:**

|   |             |
|---|-------------|
| EACH OCCURRENCE.....                        | \$1,000,000 |
| GENERAL AGGREGATE.....                      | \$2,000,000 |
| PERSONAL/ADVERTISING INJURY.....            | \$1,000,000 |
| PRODUCTS-COMPLETED OPERATIONS AGGREGATE.... | \$2,000,000 |

Per Project Aggregate (if applicable)

**ALSO,** include in General Liability coverage for the following areas based on limits of policy, with minimum of:

|   |          |
|---|----------|
| FIRE DAMAGE (Any one (1) fire).....       | \$50,000 |
| MEDICAL EXPENSE (Any one (1) person)..... | \$5,000  |

**41.2.3. 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.

**41.2.4. 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 agrees 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.

**41.2.5. 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:**

|                                   |             |
|-----------------------------------|-------------|
| COMBINED SINGLE LIMIT (CSL).....  | \$1,000,000 |
| BODILY INJURY (Per Person).....   | \$1,000,000 |
| BODILY INJURY (Per Accident)..... | \$1,000,000 |
| PROPERTY DAMAGE.....              | \$1,000,000 |

41.2.6. ☒ Not-Required Yan (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**PROFESSIONAL LIABILITY:** including errors and omissions with minimum limits of \$3,000,000.00 per occurrence, if occurrence form is available; or claims made form with "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", consultant may submit annually to the County a current Certificate of Insurance proving insurance remains in force throughout the same three (3) year period.

Notwithstanding the requirements for Professional Liability Insurance listed above, Engineer and/or Architect must provide evidence of coverage, a minimum of \$1,000,000.00.

41.2.7. ☒ Not-Required Yan (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**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, lightening, 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:

- 41.2.7.1. Date which all persons and organization that are insured under the policy agree in writing that it must be terminated;
- 41.2.7.2. Date on which final payment of this Contract has been made by County to Vendor/Contractor; or

41.2.7.3. Date on which the insurable interests in the property of all insured other the County have ceased.

41.2.7.4. 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.

41.2.8. ☒ Not-Required JSW (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**CRIME PREVENTION – BOND:** Vendor/Contractor shall procure a fiduciary bond in the amount of \$100,000 covering loss or theft by Vendor/Contractor, its agents, or employees, and shall procure insurance in the amount of \$10,000 covering loss or theft by non-employees such as by burglary or robbery for any funds or negotiable instruments under the custody or care of Vendor/Contractor that would insure to the benefit of the County.

41.2.9. ☒ Not-Required JSW (initials)

**PLEASE NOTE: If box is not checked and initialed by Chief Procurement Officer, the specified insurance below is required.**

**EXCESS/UMBRELLA LIABILITY:** Vendor/Contractor shall provide proof of excess/umbrella liability coverage with minimum limits of \$1,000,000. Limits can be increased, based on Contract.

41.2.10. **SUBCONTRACTORS (if applicable):** All Subcontractors hired by said Contractor is 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.

41.2.11. **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 to its poor financial condition or failure to operating legally.

41.3. Each insurance policy shall include the following conditions by endorsement to the policy:

41.4. 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 notice that coverage no longer complies with the insurance requirements herein, **Vendor/Contractor agrees to notify the County by fax 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  
ATTN: Purchasing and Contracts Department  
1653 Blaise Dr.



Brooksville, Florida 34601

- 41.4.1. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles as all are the sole responsibility and risk of Vendor/Contractor.
- 41.4.2. 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.
- 41.4.3. 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.
- 41.5. The Vendor/Contractor shall be required to provide a current certificate of insurance to the County prior to commencement of services.
- 41.6. 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.
- 41.7. 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 the Vendor/Contractor's obligation to maintain such insurance.

**42. MINIMUM WAGE RATES:**

- 42.1. The Vendor/Contractor shall be required to pay his employees no less than the Federal Minimum Wage Rate.
- 42.2. If the Contract should be renewed, the Contract shall be adjusted for benefit of the Vendor/Contractor in proportion with Federal Law Governing Wage Rates during the period of the Contract for labor-related costs only.
- 42.3. The County reserves the right to inspect the payroll records of the Vendor/Contractor, as may be deemed necessary, to determine that the Vendor/Contractor is complying with Federal Wage and Hour Law.

**43. SAFETY PRE-CAUTIONS:**

- 43.1. The Vendor/Contractor shall be responsible for instructing his workmen in appropriate safety measures with respect to all services provided under this Contract, and shall not permit them to place equipment in traffic lanes or other locations in such a manner as to create a safety hazard.
- 43.2. All equipment shall be equipped with all necessary safety equipment to satisfy all applicable Florida Department of Transportation and OSHA requirements.

- 44. **RESPONSIVE/RESPONSIBLE:** At the time of submitting a bid response, the County requires that the Bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in these Bid Documents 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-responsive. 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.

**45. CONE OF SILENCE:** This solicitation falls under the Hernando County Procurement Ordinance 93-16. After a bid is opened or a short list is established for an Invitation to Bid, Request for Qualification, or Request for Proposal, a Vendor/Contractor or representative as defined in the Ordinance, may not 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 Purchasing and Contracts Department and shall be made available to the public upon request. A violation of the "Cone of Silence" renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

**45.1.** All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying "Cone of Silence" period shall commence upon issuance of the solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the "Cone of Silence" period commences upon solicitation issuance and concludes upon Contract award.

**45.2.** Neither the members of the Board of County Commissioners 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, concerning this project. Vendors/Contractors or representatives 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 from this project.

**46. CLAIMS:**

**46.1.** Chief Procurement Officer's Decision Required: All claims, except those waived, shall be referred to the Chief Procurement Officer for decision.

**46.2.** 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 11.3. A claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 11.1. 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).





- 46.3. 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 of the following actions in writing:
- 46.3.1. deny the claim in whole or in part,
  - 46.3.2. approve the claim, or
  - 46.3.3. 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.
- 46.4. 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.
- 46.5. Chief Procurement Officer's written action or denial will be final and binding upon Owner and Vendor/Contractor, unless Owner or Vendor/Contractor invoke the dispute resolution procedure set forth in Paragraph 47 within thirty (30) days of such action or denial.

**47. DISPUTE RESOLUTION:**

- 47.1. Owner and Vendor/Contractor may mutually request mediation of any claim submitted to the Owner for a decision 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.
- 47.2. Owner and Vendor/Contractor shall participate in the mediation process in good faith. The process shall 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.
- 47.3. If the claim is not resolved by mediation, Chief Procurement Officer's action or denial pursuant to Paragraph 46.3.3 shall become final and binding thirty (30) days after termination of the mediation unless, within that time period, Owner or Vendor/Contractor:
- 47.3.1. agrees with the other party to submit the claim to another dispute resolution process, or
  - 47.3.2. gives written notice to the other party of their intent to submit the claim to a court of competent jurisdiction.

**SECTION IV - SPECIAL CONDITIONS**

**48. LICENSES AND PERMITS:**

- 48.1. 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 the County, any and all licenses and permits required to complete this contractual service. These licenses and permits shall be readily available for review by the Chief Procurement Officer or his/her designee.
- 48.2. Said licenses shall be in the Bidder's name as it appears on the Official Bid Form. Bidder shall supply appropriate license numbers, with expiration dates, as part of their bid. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the bid.
- 48.3. Upon notification, Bidder shall provide copies of all applicable licenses.





49. **F.O.B. POINT:** The F.O.B. point shall be installed at the location(s) specified herein. Bids showing other than F.O.B. Destination will not be accepted. The bid shall include all costs of packaging, transporting, delivery and unloading (THIS INCLUDES INSIDE DELIVERY IF REQUESTED) to designated point within the County.

50. **PERFORMANCE:**

- 50.1. Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than twenty-four (24) hours for non-emergency repairs and four (4) hours for emergency repairs from receipt of the notification. Bids which fail to meet this requirement shall be rejected.
- 50.2. Failure of the awarded Vendor/Contractor to meet this performance requirement may result in default, immediate cancellation of the Purchase Order or Contract, and all other applicable remedies available to the County under state law.
- 50.3. It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this Contract.
- 50.4. If said Vendor/Contractor shall neglect, fail or refuse to provide the services within the time herein specified, then said Vendor/Contractor does hereby agree as part of the consideration for the awarding of this Contract, to pay the County the sum extended by the County to contract for like services approved by the Purchasing and Contracts Department for the period from the required scheduled commencement date until performance of services covered in the Invitation for bid is completed.
- 50.5. The Vendor/Contractor shall, within two (2) hours from the beginning of such delay, notify the Hernando County Project Manager of the cause(s) of the delay.

51. **LIQUIDATED DAMAGES:** Should the awarded Vendor/Contractor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the Contract, or within such additional time(s) as may be granted by the County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Vendor/Contractor shall pay to the County, as liquidated damages, the sum of \$100.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor/Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor/Contractor.

52. **AS SPECIFIED:** All items delivered must meet the specifications herein. Items delivered not as specified will be returned at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards. Replacement items meeting specifications must be submitted within a reasonable time after rejection of the non-conforming items.

53. **CODES AND REGULATIONS:** The awarded Vendor/Contractor must strictly comply with all federal, state and local building and safety codes.

54. **EQUIPMENT/SERVICE:**

- 54.1. All equipment must be new, or current manufacturer in production at the time of bid opening and carry standard warranties. The awarded Vendor/Contractor must service all equipment prior to delivery.

55. **WARRANTY:** The awarded Vendor/Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of twelve (12) months from date of delivery/acceptance



by Hernando County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the awarded Vendor/Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Vendor/Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to his/her repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

56. **MANUALS:** The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

- 56.1. Operation Manual 2 copies
- 56.2. Parts Manual 2 copies
- 56.3. Repair Manual 2 copies

57. **PACKAGING/SHIPPING LABELS:** Shipping labels shall be attached to each carton and shall contain the following information: Purchase Order Number, quantity contained in each package and total number of items being delivered.

58. **DEBRIS:** Awarded Vendor/Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

59. **PROTECTION OF PROPERTY/SECURITY:**

- 59.1. The Vendor/Contractor shall provide barricades if necessary and take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and the Vendor/Contractor shall provide for removal of all debris from County property.

- 59.2. The Vendor/Contractor, shall at all times, guard against damage or loss to property of Hernando County, or of other Vendor/Contractors, and shall be held responsible for replacing or repairing any such loss or damage. The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss of damage to property through negligence of the Vendor/Contractor or his agent.

60. **PRICING:** The maximum dollar limit for each delivery order issued against this term Contract shall be \$35,000. All invoices are subject to County audit and review. In the event such audit or review reveals any inaccuracies in the prices charged to the County or charges which are not within the scope of this Contract, the Vendor/Contractor shall reimburse the County for any overages or out-of-scope charges immediately upon request.

61. **MARKET CONDITIONS:** The County reserves the right to purchase on the open market should lower market prices prevail, at which time the Vendor/Contractor shall have the option of meeting the lower price or relieving the County of any obligation previously understood.

62. **CHANGES - SERVICE CONTRACTS:**

- 62.1. The County may at any time by issuance of an executed change order make changes within the general scope of the Contract in any of the following areas:

- 62.1.1. Description of services to be performed.
- 62.1.2. Time of performance (i.e., hours of the day, days of the week, etc.).
- 62.1.3. Place of performance of the services.

- 62.2. If additional work or other changes are required in the areas described above, a price proposal will be required from the Vendor/Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Vendor/Contractor shall commence performance of the work as specified.



- 62.3. The Vendor/Contractor shall not commence the performance of additional work or other changes not covered by this Contract without an executed change order issued by the Purchasing and Contracts Department. If the Vendor/Contractor performs additional work beyond the specific requirements of this Contract without an executed change order, it shall be at his/her own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.
63. **EVALUATION OF OPTIONS:** N/A.
64. **METHOD OF ORDERING:** The County will issue purchase orders against the Contract on an as needed basis for the supplies or services listed on the Bid Form.
65. **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS:** It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Hernando County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all products or services required during an emergency situation. Vendor/Contractor shall furnish a twenty-four (24) hour phone number and email address in the event of such an emergency.
- The current Federal Clauses and Forms are attached as Exhibit A to this document. In the event of an Emergency/Hurricane or Disaster, a copy of the most current Clauses and Forms will be provided for review and signature.
66. **REQUIREMENTS CONTRACT:** This is a Requirements Contract and the County shall order from the Vendor/Contractor all of the supplies and/or services specified as needed.
67. **ADDITIONAL ITEMS:** The award of the bid shall be based on the fixed price submitted for the items on the Bid Form attached to these Bid Documents. Additional items not on the current Bid Form may be added from time to time. However, the County will obtain quotes from at least three Vendor/Contractors who have already submitted bids and these items will be added to the low responsive and responsible Bidder's Contract.
68. **SITE DAMAGE:** The Vendor/Contractor shall be held responsible for damage to any site feature including, but not limited to: irrigation equipment, trees, shrubs, signs, vehicles, etc. caused by the Vendor/Contractor. It shall be the Vendor/Contractor's responsibility to clean-up and/or rectify, to the County's satisfaction, any damage to County property caused by any individual(s) connected with the Vendor/Contractor. The Vendor/Contractor shall be notified of the specific nature of the damage and cost of repair. The County shall, at its option, invoice the Bidder for payment or reduce the next regular payment to the Vendor/Contractor, for the cost of repairs, materials, and labor.
69. **MATERIAL SAFETY DATA SHEETS:** In accordance with Chapter 442, Florida Statutes (current edition), 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 Florida Right-to-Know law (F.S. 442 (current edition)) and the Federal hazard Communications Standards (29CFR 1910.1200) all other applicable laws.

#### **SECTION V: SCOPE AND SPECIFICATIONS**

70. **CONFLICTING TERMS WITH SECTION V:** In the event of a conflict between the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) and any of the terms of Section V, the terms of the Contract (including any and all attachments thereto, excluding Section V, and any amendments thereof) shall control.



71. **SCOPE OF WORK:** The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish HVAC Repairs on Systems up to twenty-five (25) Tons, in Hernando County, Florida.

72. **LOCATION OF THE WORK:** The work to be performed in this Contract will be performed at various locations in Hernando County, Florida.

73. **TECHNICAL SPECIFICATIONS:**

73.1. **GENERAL:**

If Hernando County awards to multiple Vendor/Contractor(s), Hernando County will assign repair projects on a rotating basis. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify Hernando County and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

The successful Vendor/Contractor(s) will perform all work necessary to complete each repair project as assigned. Typical work may include but is not limited to the following:

- HVAC System Repairs
- Remodeling and/or Renovations HVAC
- HVAC Replacement or New Installations
- Etcetera – Other Work as Assigned to Complete Each Repair Service.

73.2. The successful Vendor/Contractor(s) shall provide all necessary mobilization, labor, personnel, materials, supplies, equipment, insurance and necessary services to provide contractor services for HVAC repairs on systems up to twenty-five (25) tons for Hernando County on a Rotation Basis for the lifetime of the Agreement. Failure of the successful Vendor/Contractor(s) to comply with any of the minimum requirements contained in this scope of services may result in termination of the Contract.

73.3. The successful Vendor/Contractor(s) shall perform all types of HVAC services, construction and renovations.

73.4. The successful Vendor/Contractor(s) shall ensure that all aspects of their work are completed in a timely and efficient manner in accordance with all local, state or Federal guidelines.

74. **PROJECT ASSIGNMENT:**

74.1. Hernando County will assign repair projects on a rotating basis. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

74.2. Emergency repairs that require project work to commence within four (4) hours will be assigned according to the rotation. If the Vendor/Contractor is unable to perform the service as requested, the Vendor/Contractor will notify the Hernando County Project Manager and Hernando County will assign the repair project to the next Vendor/Contractor on the rotation.

75. **BACKGROUND CHECKS:**

The successful Vendor/Contractor(s) may be required to provide background checks on employees who enter and service the following facility locations.

Old Courthouse  
Sheriff's Administration Complex

Hernando County Jail Facilities  
Government Center  
Emergency Operation Center

At Hernando County's expense, Hernando County may perform background checks on any of the Vendor/Contractor(s) employees at any time when it deems necessary.

**76. COSTS:**

Repair Service Costs shall include all costs incurred for mobilization, profit, labor, materials, equipment rental, etc.

**76.1.** Vendor/Contractor(s) must log the hours worked for all trades during the project phase. Hernando County reserves the right to review the contractor labor hour logs at any time. Trade labor hour costs may not exceed those recorded on the Bid Form.

**76.2.** The Vendor/Contractor(s) shall disclose any Subcontractors to be utilized for the performance of any portion of the work. Subcontractor costs (labor and materials) shall be listed by Subcontractor name and trade, invoiced material cost, with the percent of markup for Subcontractors as reflected on the Bid Form. Markups are not to exceed fifteen (15) percent of the Subcontractors invoiced amount for labor and materials. Hernando County may at its discretion require the HVAC Vendor/Contractor(s) to submit Subcontractor invoices to verify material amounts and work hours performed by the Subcontractor.

**76.3.** Materials purchased by Vendor/Contractor(s) shall not be marked up to exceed fifteen (15) percent of the invoices from supplier contractor pricing. This percent is reflected as a percent markup on the Bid Form. Hernando County may at its discretion require supplier invoices to verify amounts and quantities for materials supplied under the project.

NOTE: Materials are defined as non-consumables and incidental and miscellaneous, examples non-consumables are; lumber, shingles, masonry, stucco, drywall, paints, carpet and flooring, plumbing and lighting fixtures, electrical wiring and components, HVAC piping, wiring and components, etc.

Consumable, incidental and miscellaneous materials, are defined as; those materials that are consumed in the performance of a trade or profession, or are minor in cost, examples are; cutting/saw blades, tape, brushes, rags, marking devices, screws, nuts/bolts, nails, clips, forming boards, scaffolding, etc.

**76.4.** Rental Costs shall not exceed fifteen (15) percent markup as quoted on the Bid Form. Hernando County may at its discretion require supplier invoices to verify amounts and quantities for rented equipment.

**76.5.** Mobilization/Profit shall be determined as a Percentage of Total Project Costs. This percentage shall not exceed fifteen (15) percent markup and is entered on the Bid Form.

**76.6.** Change Orders may be issued by Hernando County as needed at any time. Vendor/Contractor(s) will be required to submit change order price proposals within twenty-four (24) hours of request.

Change Orders by Vendor/Contractor(s) need to be presented in the same format as required for change orders by Hernando County. CHANGE ORDERS MUST BE SUBMITTED AND APPROVED BY HERNANDO COUNTY REPRESENTATIVE IN WRITING PRIOR TO COMMENCEMENT OF ANY CHANGE ORDER WORK.

**76.7.** The successful Vendor/Contractor(s) shall perform all work in a skillful and workmanlike manner. Upon Hernando County's request in writing, Hernando County may require the successful



Vendor/Contractor to remove any employee from a jobsite that Hernando County deems incompetent or careless.

- 76.8. Hernando County may perform inspections of the work performed by the successful Vendor/Contractor(s). Any inspection performed by Hernando County does not relieve the Vendor/Contractor(s) from any responsibility regarding defects or other failures to meet the requirements within the Contract.
- 76.9. Warranty: The Vendor/Contractor(s) shall provide warranty for one (1) year for all materials, parts, and workmanship under normal usage conditions. Failure to support this warranty requirement as determined by Hernando County shall at the option of Hernando County, result in termination of the Contract.
- 76.10. The Vendor/Contractor(s) shall subcontract as required and comply with statutory requirements regarding payment to Subcontractors.
- 76.11. The Vendor/Contractor(s) shall control all work. At Hernando County's discretion, Hernando County may appoint a Representative or Project Manager to serve as the primary point of contact.
- 76.12. The Vendor/Contractor(s) will subcontract as applicable and comply with statutory requirements regarding payment to Subcontractor(s) and suppliers.
- 76.13. If, in Hernando County's opinion, the Vendor/Contractor(s) has been found to submit excessive pricing for any element of the project assigned which cannot be justified, Hernando County may select an alternate Vendor/Contractor(s) for the work. If the Vendor/Contractor(s) has been found, in the County's opinion, to submit excessive pricing for work elements that cannot adequately be justified on a repeated basis, Hernando County reserves the right to suspend the Vendor/Contractor(s) from the rotation.

**77. RESPONSE/RESTORATION TIME:**

- 77.1. The Vendor/Contractor agrees to acknowledge all Hernando County-initiated requests for non – emergency estimates or inquiries relating to projects within twenty-four (24) hours of the placement of a message of any electronic device utilized by the Vendor (cell phone, answering machines, fax, etc.).
- 77.2. Work is to commence no later than five (5) days after receipt of acceptance by Hernando County of Vendor/Contractor estimated project.
- 77.3. The Vendor/Contractor agrees to acknowledge all Hernando County-initiated requests for emergency repairs within two (2) hours of the placement of a message on any electronic device utilized by the Vendor (cell phone, answering machines, fax, etc.).
- 77.4. Emergency Repairs shall commence within four (4) hours of notification of the emergency. Emergency Repairs shall be invoiced by Vendor/Contractor at the amounts and percentages entered on the Bid Form.
- 77.5. At all times Vendor/Contractor must know the status of the project on request.

**END OF SECTION V - THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



## SECTION VI: BID FORM

## ITB NO. 18-TF0049/DK – HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS

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 Bid Form, inclusive of overhead, profit and any other costs.

## PART I – HOURLY RATES BY TRADE

Note: Overtime (OT) is defined as work before 7am and after 5pm and weekend and holidays.

| ITEM NO. | DESCRIPTION                     | ESTIMATED YEARLY HOURS | HOURLY RATE | ESTIMATED OVERTIME YEARLY HOURS | OVERTIME HOURLY RATE | TOTAL YEARLY AMOUNT | TOTAL AMOUNT – TREE (3) YEAR CONTRACT TERM |
|----------|---------------------------------|------------------------|-------------|---------------------------------|----------------------|---------------------|--|
| 1        | Journeyman Service Mechanic     | 200                    | \$62.00     | 40                              | \$88.00              | \$15,420.00         | \$47,760.00                                |
| 2        | Journeyman Duct and Sheet Metal | 20                     | \$45.00     | 10                              | \$64.00              | \$1,540.00          | \$4,620.00                                 |
| 3        | Helper/Laborer                  | 50                     | \$36.00     | 10                              | \$51.00              | \$2,310.00          | \$6,930.00                                 |

TOTAL BASE BID FOR THREE (3) YEAR CONTRACT: \$59,310.00

## PART II - MARKUP

| ITEM NO. | DESCRIPTION   | PERCENT – NOT TO EXCEED FIFTEEN (15) PERCENT |
|----------|---|--|
| 1        | Profit and Mobilization Cost as a Percent of the Projects Total Cost        | 17%  |
| 2        | Contractor's Percent of Markup for Materials (from Contractor Price)        | 137%   |
| 3        | Percent Markup for Sub-Contracted Labor and Materials (Materials from Cost) | 107%   |
| 4        | Percent Markup for Rental Equipment Necessary for Service Project           | 107%   |

Air Mechanical & Service Corp  
Company Name

  
Authorized Signature

Vendor Return Complete Bid Document

Page 29 of 50

Vendor's Initials: B



## SECTION VI: BID FORM (Continued)

## ITB NO. 18-TF0049/DK – HVAC REPAIRS ON SYSTEMS UP TO TWENTY-FIVE (25) TONS

## PART III – AUTHORIZED WARRANTIES – LIST MANUFACTURERS FOR WHICH YOUR FIRM IS AUTHORIZED TO PERFORM WARRANTY REPAIRS

| MANUFACTURER |
|--------------|
| KMC Controls |
| ABB          |
| Trane        |
| Carrier      |
| York         |
| Diakin       |
| Process Air  |
|              |
|              |
|              |
|              |

The undersigned Bidder has carefully read the Invitation to Bid and its provisions, terms and conditions covering the equipment, materials, supplies and services as called for, and fully understands the requirements and conditions. Bidder certifies that this bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Bidder agrees to be bound by all the terms and conditions of this Invitation to Bid and certifies that the person(s) signing this bid is (are) authorized to bind the Bidder. Bidder agrees that if Bidder is awarded this Invitation to Bid, Bidder will provide the materials and services as stipulated in the specifications of this Invitation to Bid. Bidder further agrees to furnish and to deliver materials and services as indicated, with all transportation charges prepaid, and for the prices quoted.

Air Mechanical & Service Corporation

COMPANY NAME

  
AUTHORIZED SIGNATURE

4311 West Ida Street

MAILING ADDRESS

Tampa, FL, 33614

CITY, STATE, ZIP CODE

813-363-2449

TELEPHONE NUMBER

813-875-0782

FAX NUMBER

tbarton@amsco-ac.com

EMAIL ADDRESS

Thomas Barton

CONTACT PERSON

Sales Representative

TITLE

Inquiries regarding this Invitation for bid may be directed to Diane Kafrissen, Purchasing Agent, at telephone number 352-754-4020 or email [purchasing@hernandocounty.us](mailto:purchasing@hernandocounty.us) with copies to [Dkafrissen@hernandocounty.us](mailto:Dkafrissen@hernandocounty.us) and [TParker-Rimes@hernandocounty.us](mailto:TParker-Rimes@hernandocounty.us).

**IMPORTANT NOTE:** When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid document(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 1**

**STATEMENT OF NO BID**

If you do not intend to bid on this requirement, please return this form immediately to:

**Hernando County  
Purchasing and Contracts Department  
1653 Blaise Dr.  
Brooksville, FL 34601-2800**

We, the undersigned, have declined to submit a proposal on: \_\_\_\_\_.

Reason:

- \_\_\_\_\_ Specifications too tight, geared toward one brand or manufacturer (explain below)  
\_\_\_\_\_ Insufficient time to respond.  
\_\_\_\_\_ Specifications unclear (explain below)  
\_\_\_\_\_ We do not offer this product/services.  
\_\_\_\_\_ Our present schedule does not permit us to perform.  
\_\_\_\_\_ Unable to meet specifications or provide services.

Remarks:

\_\_\_\_\_  
\_\_\_\_\_

We understand that if this Statement of No Bid is not executed and returned, our name may be deleted from the list of qualified Bidders.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: *Shirley Banks* TITLE: *Sales Executive*

*7B  
6-16-18  
2:00 P.M.*

STANDARD  
OFFICE OF THE COUNTY CLERK  
COUNTY OF HERNANDO, FLORIDA  
2400 STATE STREET, SUITE 200  
BROOKSVILLE, FL 34601





**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 2**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (current edition), hereby certify that,  
(print or type name of firm) Air Mechanical & Service Corporation

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Thomas Bond  
Authorized Signature  
6-25-18

Date Signed

State of: Florida

County of: Hillsborough

Sworn to and subscribed before me this 25 day of June, 2018

Personally known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
(Specify Type of Identification)

[Signature]  
Signature of Notary

My Commission Expires: 3/10/2022



**VIVIAN ALVAREZ**  
Commission # GG 191439  
Expires March 10, 2022  
Bonded Thru Budget Notary Services

**This document must be completed and returned with your Submittal.**

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 3****AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES**

Certification that Vendor/Contractor affirms that the Bid/Proposal presented to the owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

Thomas Barton, \* being first duly sworn, deposes and says that he (it) is the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County BCC or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Thomas Barton  
Affiant

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25 day of June, 2018  
by \_\_\_\_\_, who is personally known to me or who has produced  
as identification and who did take an oath.

Notary Public/

My Commission Expires: 3/10/2022



**VIVIAN ALVAREZ**  
Commission # GG 191439  
Expires March 10, 2022  
Bonded Thru Budget Notary Services

\*NOTICE: State name of Vendor/Contractor followed by name of authorized individual (and title) that is signing as Affiant. If Vendor/Contractor is an individual, state name of Vendor/Contractor only.

**This document must be completed and returned with your Submittal.**



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 4****SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES (CURRENT EDITION), IN PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC  
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to

County of Hernando

by Thomas Barton - Sales Executive  
[print individual's name and title]

for Air Mechanical & Service Corporation  
[print name of entity submitting sworn statement]

whose business address is 4311 West Ida St. Tampa, FL 33614

(if applicable) its Federal Employer Identification Number (FEIN) is 59-2158902

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) :

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current edition), means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current edition), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current edition), means:
- A predecessor or successor of a person convicted of a public entity crime; or
  - An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.



5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current edition), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.**

[signature]

[date]

STATE OF FLORIDA

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority

\_\_\_\_\_ who, after first being  
[Name of Individual Signing]  
sworn by me, affixed his signature in the space provided above on this

25 day of June

NOTARY PUBLIC

My commission expires: 3/10/2022



**VIVIAN ALVAREZ**  
Commission # GG 191439  
Expires March 10, 2022  
Bonded Three Budget Notary Services

**This document must be completed and returned with your Submittal.**

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 5**

**AUTHORIZED SIGNATURES/NEGOTIATORS**

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Vendor/Contractor will be duly bound:

|                           |                              |                               |
|---------------------------|------------------------------|-------------------------------|
| Name <u>Thomas Barton</u> | Title <u>Sales Executive</u> | Phone No. <u>813-363-2449</u> |
| _____                     | _____                        | _____                         |
| _____                     | _____                        | _____                         |
| _____                     | _____                        | _____                         |

*Thomas Barton*  
(Signature)

*Sales Executive*  
(Title)

Air Mechanical & Service Corporation  
(Name of Business)

The Vendor/Contractor shall complete and submit the following information with the bid or proposal:

**Type of Organization**

\_\_\_\_\_ Sole Proprietorship      \_\_\_\_\_ Partnership

\_\_\_\_\_ Joint Venture        X   Corporation

**State of Incorporation:** Florida

**Federal I.D. is** 59-2158902

**This document must be completed and returned with your Submittal.**



**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS**

**ATTACHMENT 6**

**VENDOR REGISTRATION HERNANDO COUNTY, FL**

To be completed by vendor:

Vendor type:

- ( ☒ ) Corporation  
 (     ) Partnership  
 (     ) Sole Proprietorship  
 (     ) Other \_\_\_\_\_(Explain)

Federal Employer Identification

Number or Social Security Number: 59-2158902

Please attach your completed W-9 Form

**PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.**

Firm Name: Air Mechanical & Service Corporation

Mailing Address: 4311 West Ida St.

City Tampa State FL Zip 33614

Telephone No. 813-875-0782 Fax No. 813-874-0402

Web Address: amsco-ac.com EMail: tbarton@amsco-ac.com

Commodity or Service Supply: HVAC (Heating, Ventilation, & Air Conditioning)

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- (     ) Please check this box if you accept the ACH electronic payment method.  
 (Recommended and Preferred)

Signature: 

**Name & Title Printed:** Thomas Barton - Sales Executive

**This document must be completed and returned with your Submittal.**



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 7

E-VERIFY CERTIFICATION

Bid/Contract No: 18-TF0049/DK

Financial Project No(s):

Project Description: Time and Materials HVAC Service Cocontract

Vendor/Contractor acknowledges and agrees to the following:

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
2. all persons, including Subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Department.

Company/Firm: Air Mechanical & Service Corporation

Authorized Signature: 

Print Name: Thomas Barton

Title: Sales Executive

Date: 6-25-18

This document must be completed and returned with your Submittal.

**SECTION VII - REQUIRED FORMS AND CERTIFICATIONS****ATTACHMENT 8****REFERENCES**

Vendor/Contractor shall attest, by signing this bid/proposal, that their firm has at least three (3) years commercial experience performing services similar to the scope of services specified within these Contract documents.

Vendor/Contractor shall submit at least three (3) references of firms, organizations and/or governmental agencies/entities for which services of similar size and scope as this bid have been performed within the last three (3) years. Failure to complete and return this section may render the Bid/Proposal non-responsive.

| <b>FIRM NAME AND ADDRESS</b>                     | <b>CONTACT PERSON</b> | <b>TELEPHONE/FAX NUMBERS</b> |
|--|-----------------------|------------------------------|
| FDOT - District One                              | Chad Lewis            | Cell - 863-689-1358          |
| 801 North Broadway Ave                           | <b>EMAIL ADDRESS</b>  | chad.lewis@dot.state.fl.us   |
| Bartow, FL                                       |                       |                              |
| Contract Date(s): July 1st 2016 - June 30th 2019 |                       |                              |

| <b>FIRM NAME AND ADDRESS</b>              | <b>CONTACT PERSON</b> | <b>TELEPHONE/FAX NUMBERS</b> |
|---|-----------------------|------------------------------|
| Citrus County School Board                | Clint Smith           | Cell - 352-302-4147          |
| 1007 West Main Street                     | <b>EMAIL ADDRESS</b>  | smithe@citrus.k12.fl.us      |
| Inverness, Florida                        |                       |                              |
| Contract Date(s): Year to Year since 2007 |                       |                              |

| <b>FIRM NAME AND ADDRESS</b>                            | <b>CONTACT PERSON</b> | <b>TELEPHONE/FAX NUMBERS</b> |
|---|-----------------------|------------------------------|
| Citrus County Government - Facilities                   | Paul Yetton           | Cell - 352-400-1052          |
| 110 North Apopka Ave                                    | <b>EMAIL ADDRESS</b>  | paul.yetton@citrusbocc.com   |
| Inverness, FL   |                       |                              |
| Contract Date(s): November 4th 2016 - November 3rd 2018 |                       |                              |

Air Mechanical & Service Corporation  
Company Name

  
Authorized Signature

**This document must be completed and returned with your Submittal.**



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 9

ADDENDUM ACKNOWLEDGEMENT

The undersigned acknowledges receipt of the following addenda to the Bid/Request for Proposals (indicate number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND/OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY BID.

Air Mechanical & Service Corporation  
Company Name

  
Authorized Signature

This document must be completed and returned with your Submittal.



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 10

**Certification Regarding Debarment, Suspension, Ineligibility and  
Voluntary Exclusion**

**Contractor Covered Transactions**

- (1) The prospective contractor of the Recipient, Hernando County Govt, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

**CONTRACTOR:**

Air Mechahnnical & Service Corp

By Thomas Barton  
Signature

Thomas Barton - Sales Executive  
Name and Title

4311 W. Ida St.  
Street Address

Tampa, FL 33614  
City, State, Zip

6-25-18  
Date

\_\_\_\_\_  
Recipient's Name

\_\_\_\_\_  
Division Contract Number

\_\_\_\_\_  
FEMA Project Number

Current as of 1-9-17

**This document must be completed and returned with your Submittal.**

Vendor Return Complete Bid Document

Page 41 of 50

Vendor's Initials: TB

## SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

## ATTACHMENT 11

## CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 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 of Lobbying Activities," 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.

|  |  |
|--|--|
| * APPLICANT'S ORGANIZATION   |  |
| Air Mechanical & Service Corp  |  |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE  |  |
| Prefix: <input type="text"/>   | * First Name: Thomas Middle Name: <input type="text"/> |
| * Last Name: Barton  | Suffix: <input type="text"/>                           |
| * Title: Sales Executive   |  |
| * SIGNATURE:  | * DATE: 6-25-18  |

This document must be completed and returned with your Submittal.

## SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

## ATTACHMENT 12

| <b>DISCLOSURE OF LOBBYING ACTIVITIES</b>  |   |  |
|---|---|--|
| Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352   |   | Approved by OMB<br>0349-0048   |
| <b>1. * Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. * Status of Federal Action:</b><br><input type="checkbox"/> a. bid or application<br><input checked="" type="checkbox"/> b. initial award<br><input type="checkbox"/> c. purchase order | <b>3. * Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>* Name: _____<br>* Street 1: _____ Street 2: _____<br>* City: _____ State: _____ Zip: _____<br>Congressional District, if known: _____  |   |  |
| <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br>_____   |   |  |
| <b>6. * Federal Department/Agency:</b><br>_____   |   | <b>7. * Federal Program Name/Description:</b><br>_____<br><small>CFDA Number, if applicable:</small> _____                       |
| <b>8. Federal Action Number, if known:</b><br>_____   |   | <b>9. Award Amount, if known:</b><br>\$ _____  |
| <b>10. a. Name and Address of Lobbying Registrant:</b><br>* First Name: _____ * Last Name: _____ Middle Name: _____<br>* First Name: _____ * Last Name: _____ Middle Name: _____<br>* Street 1: _____ Street 2: _____<br>* City: _____ State: _____ Zip: _____  |   |  |
| <b>b. Individual Performing Services (including address if different from No. 10a)</b><br>* First Name: _____ * Last Name: _____ Middle Name: _____<br>* First Name: _____ * Last Name: _____ Middle Name: _____<br>* Street 1: _____ Street 2: _____<br>* City: _____ State: _____ Zip: _____  |   |  |
| <b>11. Information requested through this form is authorized by the 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the Government when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be made in the Congressional Record and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b><br><b>* Signature:</b> _____<br>Name: _____ * First Name: _____ * Last Name: _____ Middle Name: _____<br>Title: _____ Telephone No.: _____ Date: _____<br><small>Completed on submission to Grants.gov</small> |   |  |
| <b>Federal Use Only:</b>  |   | <small>Authorized for Local Reproduction<br/>Standard Form - 28 (Rev. 1-97)</small>  |

This document must be completed and returned with your Submittal.



SECTION VII - REQUIRED FORMS AND CERTIFICATIONS

ATTACHMENT 13

FLORIDA CONFLICT OF INTEREST CERTIFICATION

(date) 6-25-18

Hernando County Purchasing and Contracts  
1653 Blaise Drive  
Brooksville, FL 34601

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

- ☒ There is no officer or employee of Hernando County, FL who has, or whose relative has, a substantial interest in any contract resulting from this request.
- ☐ The names of any and all public officers or employees of Hernando County, FL who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

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tbarton@amsco-ac.com  
(Email address)

4311 West Ida St. Tampa, FL 33614  
(Address)

  
(Signature required)

813-875-0782  
(Phone)

Thomas Barton  
(Print name)

813-874-0402  
(Fax)

Sales Executive  
(Print title)

59-2158902  
(Federal Taxpayer ID Number)

**This document must be completed and returned with your Submittal.**

**SECTION VIII - EXHIBITS****EXHIBIT A**

Should an Emergency/Hurricane or Disaster be declared, the vendor will be provided the most current version of the below Federal Clauses and Forms for review and signature.

**SUPPLEMENTAL FEMA CLAUSES  
PROFESSIONAL SERVICES**

**1. REMEDIES**

*Applies to contracts more than the simplified acquisition threshold (\$150,000)*

**1.1. Opportunity to Cure**

1.1.1. Hernando County in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

1.1.2. If Contractor fails to remedy to Hernando County's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Hernando County setting forth the nature of said breach or default, Hernando County shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Hernando County from also pursuing all available remedies against Contractor and its sureties for said breach or default.

**1.2. Waiver of Remedies for any Breach**

In the event that Hernando County elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by Hernando County shall not limit Hernando County's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**2. Termination of Contract**

*Applies to contracts in excess of \$10,000*

**2.1. Termination for Convenience (Professional Services)**

2.1.1. The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

2.1.2. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

2.1.3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

2.1.4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**2.2. Termination for Default****2.2.1. Termination for Default (Professional Services)**



2.2.1.1. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

2.2.1.2. The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

### 2.3. **Termination by Owner:**

2.3.1. The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

2.3.1.1. Perform the services within the time specified in this contract or by Owner approved extension;

2.3.1.2. Make adequate progress so as to endanger satisfactory performance of the Project;

2.3.1.3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

2.3.2. Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

2.3.3. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

2.3.4. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

2.3.5. If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

### 2.4. **Termination by Consultant:**

2.4.1. The Consultant may terminate this Agreement in whole or in part, if the Owner:

2.4.1.1. Defaults on its obligations under this Agreement;

2.4.1.2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

2.4.1.3. Suspends the Project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

2.4.2. Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

2.4.3. In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.



**3. Compliance with the Contract Work Hours and Safety Standards Act.**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- 3.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 3.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- 3.3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- 3.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**4. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

*Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).*

**4.1. Clean Air Act**

- 4.1.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 4.1.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 4.1.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**4.2. Federal Water Pollution Control Act**

- 4.2.1. The contractor agrees to comply with all applicable standards, orders or regulations issued



pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2.2. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.2.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. **DEBARMENT AND SUSPENSION**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- 5.1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 5.2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 5.3. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 5.4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. **PROCUREMENT OF RECOVERED MATERIALS**

*This requirement applies to all FEMA grant and cooperative agreement programs.*

- 7.1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
  - 7.1.1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - 7.1.2. Meeting contract performance requirements; or
  - 7.1.3. At a reasonable price.
- 7.2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site,



<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**8. ADDITIONAL FEMA REQUIREMENTS:**

*The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts.*

**8.1. Changes**

8.1.1. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

**8.2. Access to Records**

8.2.1. The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

8.2.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

8.2.3. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**9. DHS SEAL, LOGO, AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**10. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**11. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**12. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

**13. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR AREA SURPLUS FIRMS.**

13.1. Requirement. Hernando County must take all necessary, affirmative steps to assure that small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible. 2 C.F.R. § 200.321(a). *These steps are in addition to full and open competition* and must include, at a minimum, the following six affirmative steps:

13.1.1. Solicitation Lists. Hernando County must place small and minority businesses and women's business enterprises on solicitation lists. 2 C.F.R. § 200.321(b)(1).





- 13.1.2. Solicitations. Hernando County must assure that it solicits small and minority businesses and women's business enterprises whenever they are potential sources. 2 C.F.R. § 200.321(b)(2).
- 13.1.3. Dividing Requirements. Hernando County must divide total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(3).
- 13.1.4. Delivery Schedules. Hernando County must establish delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses and women's business enterprises. 2 C.F.R. § 200.321(b)(4).
- 13.1.5. Obtaining Assistance. Hernando County must use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. 2 C.F.R. § 200.321(b)(5).
- 13.1.6. Prime Contractor Requirements. Hernando County must require the prime contractor, if subcontracts are anticipated or let, to take the five affirmative steps described above. 2 C.F.R. § 200.321(b)(6).

By signing my name below, I certify that I have read the above information. My signature also certifies my understanding and agreement with the above terms and conditions.

  
Authorized Signature

6-25-18  
Date

Thomas Barton  
Name (Printed)



## DEPARTMENT OF PURCHASING AND CONTRACTS

1653 Blaise Dr. ♦ BROOKSVILLE, FLORIDA 34601

P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

August 14, 2018

(via email: [tbarton@amsco-ac.com](mailto:tbarton@amsco-ac.com))

Mr. Thomas Barton,  
Air Mechanical & Service Corporation  
4311 West Ida Street.  
Tampa, FL 34614

RE: Award of Contract No.18-TF0049A/DK for HVAC Repairs on Systems up to  
Twenty-Five (25) Tons.

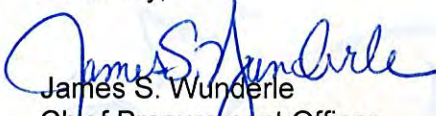
Dear Mr. Barton:

Please be advised that the County has approved the award of the above referenced contract to your firm. The contract as approved is effective from August 14, 2018 through August 13, 2021 with two (2) twelve (12) month renewal option.

A copy of the executed contract is attached for your records. To remain compliant, all insurance must be current, up to date and in the amounts as required in the bid.

If you have any further questions, please contact Diane Kafrissen, Hernando County Purchasing and Contract at (352) 754-4020.

Sincerely,

  
James S. Wunderle  
Chief Procurement Officer  
Purchasing and Contracts Manager

JSW/dk

Attachment

pc via email: Scott Herring, Director of Public Works  
Craig Becker, Facilities Manager  
Charlene Elliott, Finance Coordinator  
cc: Finance  
Clerk of the Court  
Contract File No.18-TF0049A/DK



## AGENDA ITEM

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### TITLE

Award of Term Contract No. 18-TF0049/DK to Air Mechanical and Service Corporation, The Air JOA Corporation, and Johnson Controls Inc., for Air Conditioning Repairs of Systems Under Twenty-Five Tons

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### BRIEF OVERVIEW

Hernando County Purchasing and Contract Department issued Invitation to Bid (ITB) No. 18-TF0049/DK for HVAC Repairs on Systems up to Twenty-Five (25) Tons for facility heating, ventilation and air conditioning (HVAC) repairs on systems up to twenty-five (25) tons on an as-needed basis for Hernando County Facilities Maintenance.

Hernando County Purchasing and Contracts also identified this service as needed for normal usage and declared Hurricane/Emergency situations and have designated this as a Term/FEMA Contract. Federal Emergency Management Agency (FEMA) clauses were included in the solicitation and Disadvantaged Business Enterprises (DBE's) were solicited from the State of Florida DBE Directory to comply with FEMA regulations.

Purchasing and Contracts placed the legal advertisement and the ITB on the County's electronic website on May 30, 2018. The bid was sent to sixty-eight (68) matching vendors from the website. Purchasing and Contracts directly solicited twelve (12) DBE's and twenty-five (25) Hernando County HVAC companies. The bid document was downloaded by six (6) vendors and three (3) bids were received.

The Bid were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contract in accordance with the terms, conditions and specifications required. The Bid responses were reviewed and evaluated by County department staff and found to be responsive and responsible. The Department review and Award Recommendation indicates that bid pricing is fair and reasonable.

The Department estimated annual budget for repairs-as-needed is \$20,000.00 per budget year and that actual expenditures could exceed this estimate. There is no estimated usage included in this bid relating to FEMA projects. Any usage of this Contract resulting in FEMA reimbursement would be in addition to the annual usage and any projects that exceed the Advertised Bidding Requirement (ABR) of \$35,000.00 would be brought to the Board for approval.

The following is a summary of the responses received. The solicitation results are based on hourly and overtime rates by trade, for yearly hours estimated for solicitation evaluation only.

**Bidder**

**Total Amount for Three (3)**



|  | <b>Year Contract</b> |
|--|----------------------|
| Air Mechanical & Service Corp, Tampa, FL | \$59,310.00          |
| The Air JOA Corporation, Brooksville, FL | \$79,020.00          |
| Johnson Controls, Inc., Tampa, FL        | \$94,020.00          |

It is the intent of this contract to award in accordance with Bid Term/Condition on Page 8, Para 14, Sub-Para 14.3, to award projects to the three (3) lowest, responsive and responsible bidders, utilizing their services on a rotational and as-needed basis.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

## **FINANCIAL IMPACT**

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Funds are available from Hernando County Facilities Maintenance Department budget line item 0011-01701-5304601 Repair/Maintenance-Buildings and Grounds in the annual amount of \$20,000.00 and as future budgets allow.

## **LEGAL NOTE**

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In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

## **RECOMMENDATION**

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Staff recommends the Board approve the award of Contract No. 18-TF0049/DK for HVAC Repairs on Systems up to Twenty-Five (25) Tons (as-needed basis) for an initial thirty-six (36) month term to the following Contractors:

- A. Air Mechanical & Service Corp.
- B. The Air JOA Corporation
- C. Johnson Controls Inc.

The actual annual usage (Dollar Expenditure) is undetermined. The County has many facilities that may need repair and/or replacement with new HVAC systems. With approval, staff would still bring to the Board all projects that exceed the Advertised Bidding Requirement (ABR) of \$35,000.00 resulting from repair, replacement and/or a declared emergency in which Federal Emergency Management Agency (FEMA) funds would partially reimburse County expenditures.

Staff also recommends the Board authorize the Chief Procurement Officer to renew the

Contract in accordance with Contract Terms and Conditions. There are two (2), twelve (12) month renewal options available upon mutual agreement of the County and the Contractor.

## REVIEW PROCESS

|                               |           |                     |
|-------------------------------|-----------|---------------------|
| James Wunderle                | Completed | 08/02/2018 4:22 PM  |
| Charlene Elliot               | Completed | 08/06/2018 10:33 AM |
| Craig Becker                  | Completed | 08/02/2018 4:12 AM  |
| Helen Gornes                  | Completed | 08/02/2018 3:40 PM  |
| Michelle Bishop               | Skipped   | 08/06/2018 4:19 PM  |
| George Zoettlein              | Completed | 08/03/2018 11:39 AM |
| Sue Bishop                    | Completed | 08/06/2018 4:47 PM  |
| Garth Coller                  | Completed | 08/06/2018 10:56 AM |
| Jenine Wimer                  | Completed | 08/07/2018 11:04 AM |
| Jeffrey Rogers                | Completed | 08/07/2018 11:40 AM |
| Leonard Sossamon              | Completed | 08/08/2018 11:45 AM |
| Tina Duenninger               | Completed | 08/08/2018 1:10 PM  |
| Board of County Commissioners | Completed | 08/14/2018 9:00 AM  |

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | John Mitten, Commissioner                 |
| <b>SECONDER:</b> | Wayne Dukes, Second Vice Chairman         |
| <b>AYES:</b>     | Champion, Allocco, Dukes, Holcomb, Mitten |



4/21/2023

#42023.1

## Proposal

**ATTN: Craig Becker**  
Hernando County Government  
Facilities Maintenance

**Re:** Sherriff's Office HVAC Replacement  
**Subject Location:** 18900 Cortez Blvd.,  
Brooksville, FL 34601  
**Subject Equipment:** RTU #1

Dear Craig,

Air Mechanical & Service Corporation is pleased to provide this proposal for your consideration for the proposed scope of work, of the afore referenced project. This proposal includes all labor, materials, equipment, rigging and supervision required to complete the project. This project is bid per contract terms 18-TF0049/DK HVAC Services on systems up to 25-Tons.

### Scope of Work:

- Remove and properly dispose of old A/C equipment.
- Provide crane and any other lifting equipment as required to hoist equipment into position on roof and on to ground.
- New RTU equipment and accessories to be provided and installed as listed below in "Equipment Data"
- Sand and paint existing curb adapter. Vacuum dirt in accessible plenum areas of curb adapter prior to unit installation.
- Disconnect and reconnect of equipment to existing control voltage and line voltage electric. If line voltage panelboard circuit breaker is required to be changed to match equipment, it shall be by owner.
- Disconnect and reconnect of existing lightning protection.
- Install factory mounted, through the curb fed circuit breaker/disconnect.
- Provide and install new Heat Strip in RTU.
- Provide and install new motorized outside air damper on RTU.
- Provide, relocate and install new auto change over, programmable thermostat as specified below and connect to new RTU.
- Provide and install a new PVC primary condensate drain line with P-trap (sized per manuf.) from RTU to existing central condensate drain system that leads to roof drain.
- Provide and install new condensate overflow safety switch that suspends unit operation upon activation.
- Provide and install new hurricane straps from unit to curb adapter per code.
- Startup equipment and log operation.
- Provide a one-year parts and labor warranty
- Cleanup work area

| Description           | Labor Hrs & Costs | Labor Per hr. & M/U | Sub Totals | Totals             |
|-----------------------|-------------------|---------------------|------------|--------------------|
| Service Tech Labor    | 38                | \$62.00             | \$2,356.00 | \$2,356.00         |
| Materials + 7.5% Tax  | \$11,381.90       | 13%                 | \$1,479.65 | \$12,861.55        |
| Subcontractor         | \$1,750.00        | 10%                 | \$175.00   | \$1,925.00         |
| Sub Total -----       |                   |                     |            | \$17,142.55        |
| Profit & Mobilization |                   | 1%                  |            | \$171.43           |
| Total Price -----     |                   |                     |            | <b>\$17,313.97</b> |

ADD: \$ 1,816.75 + 13% = \$2,052.93 - New curb adapter





4/21/2023

#42023.1

## Proposal

### Equipment Data:

#### **New Equipment:**

**6 Ton DX Cooling TSJ072A4S00**

**R-410A**

**460/60/3**

**Symbio 700**

**Motorized outside damper 0-50% (Field Installed)**

**3H/2C programmable touchscreen (Field Installed)**

**9 kW electric heater (Field Installed)**

**Through-the-Base Electrical with Disconnect Switch**

**Qualification & Clarifications:** - Price valid for 30 days ▪ All work to be done during normal business hours ▪ All work to be performed per OSHA and EPA regulations ▪ All applicable taxes and shipping charges included ▪ All permitting fees included ▪ One-year parts and labor warranty on materials and workmanship ▪ 1-year manufactures parts only warranty ▪

**Exclusions:** Fire alarm systems to include: Fire suppression system, smoke detector direct tie in to fire panel ▪ Painting and patching ▪ Roofing work - repair or restoration ▪ Temporary cooling ▪ Upgrade of high voltage electrical conduit and wiring ▪ Any and all part/components or services other than specified above

We appreciate the opportunity to serve you and your staff! Please contact me with any questions or comments you may have. If we can be of further assistance on this or other projects you may have, please contact us. Should you agree to us moving forward with this project, please sign and return this proposal to me by e-mail.

Respectfully Submitted,

Thomas Barton

Sales Executive/Technical Support Specialist

Cell: (813) 363-2449 / Office: (813) 875-0782

E-Mail: [tbarton@amsco-ac.com](mailto:tbarton@amsco-ac.com)

Customer Acceptance: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



4/21/2023

#42023.3

## Proposal

**ATTN: Craig Becker**  
Hernando County Government  
Facilities Maintenance

**Re:** Sherriff's Office HVAC Replacement  
**Subject Location:** 18900 Cortez Blvd.,  
Brooksville, FL 34601  
**Subject Equipment:** RTU #8

Dear Craig,

Air Mechanical & Service Corporation is pleased to provide this proposal for your consideration for the proposed scope of work, of the afore referenced project. This proposal includes all labor, materials, equipment, rigging and supervision required to complete the project. This project is bid per contract terms 18-TF0049/DK HVAC Services on systems up to 25-Tons.

### Scope of Work:

- Remove and properly dispose of old A/C equipment.
- Provide crane and any other lifting equipment as required to hoist equipment into position on roof and on to ground.
- New RTU equipment and accessories to be provided and installed as listed below in "Equipment Data"
- Sand and paint existing curb adapter. Vacuum dirt in accessible plenum areas of curb adapter prior to unit installation.
- Disconnect and reconnect of equipment to existing control voltage and line voltage electric. If line voltage panelboard circuit breaker is required to be changed to match equipment, it shall be by owner.
- Disconnect and reconnect of existing lightning protection.
- Install factory mounted, through the curb fed circuit breaker/disconnect.
- Provide and install new Heat Strip in RTU.
- Provide and install new motorized outside air damper on RTU.
- Provide and install new auto change over, programmable thermostat as specified below and connect to new RTU.
- Provide and install a new PVC primary condensate drain line with P-trap (sized per manuf.) from RTU to existing central condensate drain system that leads to roof drain.
- Provide and install new condensate overflow safety switch that suspends unit operation upon activation.
- Provide and install new hurricane straps from unit to curb adapter per code.
- Startup equipment and log operation.
- Provide a one-year parts and labor warranty
- Cleanup work area

| Description           | Labor Hrs & Costs | Labor Per hr. & M/U | Sub Totals | Totals             |
|-----------------------|-------------------|---------------------|------------|--------------------|
| Service Tech Labor    | 42                | \$62.00             | \$2,604.00 | \$2,604.00         |
| Materials + 7.5% Tax  | \$12,834.51       | 13%                 | \$1,668.49 | \$14,503.00        |
| Subcontractor         | \$1,750.00        | 10%                 | \$175.00   | \$1,925.00         |
| Sub Total -----       |                   |                     |            | \$19,032.00        |
| Profit & Mobilization |                   | 1%                  |            | \$190.32           |
| Total Price -----     |                   |                     |            | <b>\$19,222.32</b> |

ADD: \$ 1,816.75 + 13% = \$2,052.93 - New curb adapter



4/21/2023

#42023.3

## Proposal

### Equipment Data:

#### **New Equipment:**

**7.5 Ton DX Cooling TSJ090A4S00**

**R-410A**

**460/60/3**

**Symbio 700**

**Motorized outside damper 0-50% (Field Installed)**

**3H/2C programmable touchscreen (Field Installed)**

**9 kW electric heater (Field Installed)**

**Through-the-Base Electrical with Disconnect Switch**

**Qualification & Clarifications:** - Price valid for 30 days ▪ All work to be done during normal business hours ▪ All work to be performed per OSHA and EPA regulations ▪ All applicable taxes and shipping charges included ▪ All permitting fees included ▪ One-year parts and labor warranty on materials and workmanship ▪ 1-year manufactures parts only warranty ▪

**Exclusions:** Fire alarm systems to include: Fire suppression system, smoke detector direct tie in to fire panel ▪ Painting and patching ▪ Roofing work - repair or restoration ▪ Temporary cooling ▪ Upgrade of high voltage electrical conduit and wiring ▪ Any and all part/components or services other than specified above

We appreciate the opportunity to serve you and your staff! Please contact me with any questions or comments you may have. If we can be of further assistance on this or other projects you may have, please contact us. Should you agree to us moving forward with this project, please sign and return this proposal to me by e-mail.

Respectfully Submitted,

Thomas Barton

Sales Executive/Technical Support Specialist

Cell: (813) 363-2449 / Office: (813) 875-0782

E-Mail: [tbarton@amsco-ac.com](mailto:tbarton@amsco-ac.com)

Customer Acceptance: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





4/25/2023

#42023.2

## Proposal

**ATTN: Craig Becker**  
Hernando County Government  
Facilities Maintenance

**Re:** Sherriff's Office HVAC Replacement  
**Subject Location:** 18900 Cortez Blvd.,  
Brooksville, FL 34601  
**Subject Equipment:** RTU #12

Dear Craig,

Air Mechanical & Service Corporation is pleased to provide this proposal for your consideration for the proposed scope of work, of the afore referenced project. This proposal includes all labor, materials, equipment, rigging and supervision required to complete the project. This project is bid per contract terms 18-TF0049/DK HVAC Services on systems up to 25-Tons.

### Scope of Work:

- Remove and properly dispose of old A/C equipment.
- Provide crane and any other lifting equipment as required to hoist equipment into position on roof and on to ground.
- New RTU equipment and accessories to be provided and installed as listed below in "Equipment Data"
- Vacuum dirt in accessible areas of curb prior to unit installation. Seal accessible insulation seams with mastic inside curb.
- Install new curb adapter onto existing curb and secure.
- Disconnect and reconnect of equipment to existing control voltage and line voltage electric. If line voltage panelboard circuit breaker is required to be changed to match equipment, it shall be by owner.
- Disconnect and reconnect of existing lightning protection.
- Install factory mounted, through the curb fed circuit breaker/disconnect.
- Provide and install new Heat Strip in RTU.
- Provide and install new motorized outside air damper on RTU.
- Provide and install new auto change over, programmable thermostat as specified below and connect to new RTU.
- Provide and install a new PVC primary condensate drain line with P-trap (sized per manuf.) from RTU to existing central condensate drain system that leads to roof drain.
- Provide and install new condensate overflow safety switch that suspends unit operation upon activation.
- Provide and install new hurricane straps from unit to curb adapter per code.
- Startup equipment and log operation.
- Provide a one-year parts and labor warranty
- Cleanup work area

| Description           | Labor Hrs & Costs | Labor Per hr. & M/U | Sub Totals | Totals             |
|-----------------------|-------------------|---------------------|------------|--------------------|
| Service Tech Labor    | 40                | \$62.00             | \$2,480.00 | \$2,480.00         |
| Materials + 7.5% Tax  | \$13,532.15       | 13%                 | \$1,759.18 | \$15,291.33        |
| Subcontractor         | \$1,750.00        | 10%                 | \$175.00   | \$1,925.00         |
| Sub Total -----       |                   |                     |            | \$19,696.33        |
| Profit & Mobilization |                   | 1%                  |            | \$196.96           |
| Total Price -----     |                   |                     |            | <b>\$19,893.29</b> |



4/25/2023

#42023.2

## Proposal

### Equipment Data:

**6 Ton DX Cooling TSJ072A4S00**

**R-410A**

**460/60/3**

**Symbio 700**

**Motorized outside damper 0-50% (Field Installed)**

**3H/2C programmable touchscreen (Field Installed)**

**9 kW electric heater (Field Installed)**

**Through-the-Base Electrical with Disconnect Switch**

**Qualification & Clarifications:** - Price valid for 30 days ▪ All work to be done during normal business hours ▪ All work to be performed per OSHA and EPA regulations ▪ All applicable taxes and shipping charges included ▪ All permitting fees included ▪ One-year parts and labor warranty on materials and workmanship ▪ 1-year manufactures parts only warranty ▪

**Exclusions:** Fire alarm systems to include: Fire suppression system, smoke detector direct tie in to fire panel ▪ Painting and patching ▪ Roofing work - repair or restoration ▪ Temporary cooling ▪ Upgrade of high voltage electrical conduit and wiring ▪ Any and all part/components or services other than specified above

We appreciate the opportunity to serve you and your staff! Please contact me with any questions or comments you may have. If we can be of further assistance on this or other projects you may have, please contact us. Should you agree to us moving forward with this project, please sign and return this proposal to me by e-mail.

Respectfully Submitted,

Thomas Barton

Sales Executive/Technical Support Specialist

Cell: (813) 363-2449 / Office: (813) 875-0782

E-Mail: [tbarton@amsco-ac.com](mailto:tbarton@amsco-ac.com)

Customer Acceptance: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Procurement Department  
Prepared By: Alisa Pike  
Initiator: Toni Brady  
DOC ID: 12177  
Legal Request Number: 2022-607  
Bid/Contract Number: 23-C00002/DK

#### TITLE

Award of Contract to AJ General Construction Services, Inc., for Spring Hill Drive, Mariner Boulevard, Northcliffe Boulevard, Landover Boulevard and Seven Hills Drive Sidewalk Repair Projects (Contract No. 23-C00002/DK; Amount: \$244,241.02)

#### BRIEF OVERVIEW

The Hernando County Procurement Department issued Invitation to Bid (ITB) No. 23-C00002/DK for Multi Sidewalk Repairs. The Procurement Department placed the legal advertisement and the ITB on the County's electronic Procurement Portal on February 15, 2023. The bid was sent to two thousand two hundred and eighty-two (2,282) matching vendors from the website. The bid document was downloaded by twenty-six (26) vendors and two (2) bids were received.

The bids received are as follows:

| Bidder                                 | Total Base Amount | Total Base Amount |
|--|-------------------|-------------------|
|  | One (1) Year      | Three (3) Year    |
| AJ General Construction Services, Inc. | \$244,241.02      | \$732,723.06      |
| Property Services GC                   | \$398,428.00      | \$1,195,284.00    |

The project cost was initially estimated at:

- Spring Hill Drive \$31,861.11
- Mariner Boulevard (House Numbers Odd) \$43,583.33
- Mariner Boulevard (House Numbers Even) \$32,311.11
- Northcliffe Boulevard \$27,055.56
- Landover Boulevard \$10,177.78
- Seven Hills Drive \$ 7,511.11

**TOTAL ESTIMATE:** \$152,500.00

The Bids were evaluated on the basis of price, conformance with specifications, and the bidder's ability to perform the contract in accordance with the terms, conditions and specifications required. The Bid responses were reviewed and evaluated by County department staff and found to be responsive and responsible. The Department review and award recommendation indicates that bid pricing is fair and reasonable.

The Chief Procurement Officer has reviewed this requirement for conformance to Procurement Ordinance and Purchasing Policies and Procedures.

#### FINANCIAL IMPACT

Funds are available in Account No. 1017-03232-5303401 (\$244,241.02) LOGT Fuel 1-6, Road



Maintenance, Contracted Services.

## LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

## RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on attached construction agreement for Contract No. 23-C00002/DK to AJ General Construction Service, Inc., for multi sidewalk repairs in the amount of \$244,241.02. It is further recommended that the Board authorize the Chief Procurement Officer to approve change orders as they become necessary and required and up to allowable budget amounts.

## REVIEW PROCESS

|                      |          |                     |
|----------------------|----------|---------------------|
| Todd Crosby          | Approved | 04/24/2023 12:37 PM |
| Elaine Singer        | Approved | 04/25/2023 10:26 AM |
| Carla Rossiter-Smith | Approved | 05/01/2023 8:29 AM  |
| Toni Brady           | Approved | 05/02/2023 7:51 AM  |
| Pamela Hare          | Approved | 05/02/2023 8:21 AM  |
| Victoria Anderson    | Approved | 05/02/2023 8:54 AM  |
| Heidi Kurppe         | Approved | 05/02/2023 10:12 AM |
| Scott Herring        | Approved | 05/02/2023 10:32 AM |
| Jeffrey Rogers       | Approved | 05/03/2023 9:24 PM  |
| Colleen Conko        | Approved | 05/04/2023 9:30 AM  |

## SOLICITATION - OFFER - AWARD

|   |  |  |                                     |
|---|--|--|-------------------------------------|
| SOLICITATION NO:<br><b>23-C00002/AP</b>   | SOLICITATION TITLE:<br><b>MULTI SIDEWALK REPAIRS</b> | DATE ISSUED:<br><b>FEBRUARY 15, 2023</b>   | CONTRACT NO:<br><b>23-C00002/AP</b> |
| ISSUED BY:<br><b>BOARD OF COUNTY COMMISSIONERS<br/>HERNANDO COUNTY, FLORIDA</b><br>John Allocco, Chairman<br>Elizabeth Narverud, Vice Chairman<br>Steve Champion, Second Vice Chairman<br>Jerry Campbell<br>Brian Hawkins |  | SUBMIT BID OFFER TO:<br><b>HERNANDO COUNTY<br/>PURCHASING AND CONTRACTS<br/>15470 FLIGHT PATH DRIVE<br/>BROOKSVILLE, FL 34604</b><br>Toni Brady<br>Chief Procurement Officer |                                     |

### SOLICITATION

| SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT: <a href="http://secure.procurenow.com/portal/hernandocounty">http://secure.procurenow.com/portal/hernandocounty</a> . ON <b>MARCH 29, 2023</b> . 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 IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT <b>3:00 P.M. ON MARCH 29, 2023</b> . PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER. |  |     |       |            |                      |
|---|--|-----|-------|------------|----------------------|
| ITEM NO.  | DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT  | QTY | UNIT  | UNIT PRICE | TOTAL AMOUNT         |
| 1   | The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Multi Sidewalk Repairs project, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.<br><br>(SEE ATTACHED SPECIFICATIONS) | X   | XXXXX | XXXXXXXXXX | \$ <u>244,241.02</u> |

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

|  |   |  |                                       |   |
|--|---|--|---------------------------------------|---|
| IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <u>ONE HUNDRED TWENTY (120) DAYS</u> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS. |   |  |                                       |   |
| DISCOUNT FOR PROMPT PAYMENT: _____% 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% _____ CALENDAR DAYS  |   |  |                                       |   |
| BIDDER'S INFORMATION<br><b>AJ General Construction Services, Inc.</b><br><small>Company Name</small><br><b>5415 Shakespeare Dr</b><br><small>Address</small><br><b>Dover FL 33527</b><br><small>City State Zip Code</small><br><b>8133248302</b> <small>Estimating@ajgeneralconstruct.com</small><br><small>Phone Number Fax Number Email Address</small>  | NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; vertical-align: top;"> <small>BIDDER'S SIGNATURE</small><br/> </td> <td style="width: 30%; vertical-align: top;"> <small>OFFER DATE</small><br/> <b>3/29/23</b> </td> </tr> </table> |  | <small>BIDDER'S SIGNATURE</small><br> | <small>OFFER DATE</small><br><b>3/29/23</b> |
| <small>BIDDER'S SIGNATURE</small><br>  | <small>OFFER DATE</small><br><b>3/29/23</b>   |  |                                       |   |

### AWARD

(TO BE COMPLETED BY COUNTY)

|   |                  |                       |            |             |
|---|------------------|-----------------------|------------|-------------|
| REVIEWED FOR LEGAL SUFFICIENCY: 12/16/22  | LR NO.: 2022-607 | BY: Victoria Anderson |            |             |
| ACCEPTED AS TO ITEM(S) NO:  | AMOUNT:          | ACCOUNTING CODE:      |            |             |
| SUBMIT INVOICES TO:<br><b>Hernando County<br/>Public Works Department<br/>1525 East Jefferson Street<br/>Brooksville, Florida 34601</b>   |                  |                       |            |             |
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:<br><br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">SIGNATURE:</td> <td style="width: 30%;">AWARD DATE:</td> </tr> </table> |                  |                       | SIGNATURE: | AWARD DATE: |
| SIGNATURE:  | AWARD DATE:      |                       |            |             |

## 2. SOLICITATION-OFFER-AWARD

**ISSUED BY:**

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

John Allocco, Chairman

Elizabeth Narverud, Vice Chairman

Steve Champion, Second Vice Chairman

Jerry Campbell

Brian Hawkins

**SUBMIT BID OFFER TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Toni Brady

Chief Procurement Officer



### **3. SOLICITATION**

SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED BY THE OFFICE OF HERNANDO COUNTY PROCUREMENT DEPARTMENT, VIA THE COUNTY'S [eProcurement Portal](#) UNTIL 3:00 pm, LOCAL TIME ON Wednesday, March 29, 2023. 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 IN THE PROCUREMENT DEPARTMENT CONFERENCE ROOM AT 3:00 pm ON Wednesday, March 29, 2023. PURSUANT TO FS 119.071 (current version) SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

#### **4. OFFER**

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.

## **5. AWARD**

Upon Award please SUBMIT INVOICES TO:

Hernando County

Department of Public Works

1525 East Jefferson Street, Brooksville, Florida, 34601



## 6. PROJECT BID SPECIFICATIONS

### 6.1. ADVERTISEMENT OF BID

#### INVITATION TO BID

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Bids for:

CONSTRUCTION CONTRACT ITB NO. SOLICITATION # 23-C00002/DK

FOR

Multi Sidewalk Repairs

Hernando County Board of County Commissioners is soliciting Vendor/Contractors that are active in sidewalk repairs.

Offers for furnishing the above will be received and accepted up to 3:00 p.m. (local time), Wednesday, March 29, 2023, via Hernando County Procurement Department's [eProcurement Portal](#). Only electronic submittals 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](http://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.

Exparte Communication: Please note that to ensure the proper and fair evaluation of a submittal, the County prohibits exparte 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. Exparte communication may be grounds for disqualifying the offending Respondent from consideration or award of the solicitation or any future solicitation.

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 (current version) 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.

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY

TONI BRADY

CHIEF PROCUREMENT OFFICER, HERNANDO COUNTY

#### 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](#).

#### 6.2. MANDATORY Pre-Bid Conference

MANDATORY Pre-Bid Conference will be held Thursday, March 2, 2023, at 9:00 a.m., at the

Hernando County Department of Public Works 1525 East Jefferson Street Brooksville, Florida 34601.

Representatives of Owner will be present to discuss the project. Bidders are recommended to attend and participate in the conference. THIS CONFERENCE WILL BE HELD ONLY ONCE AND FAILURE TO ATTEND AND SIGN IN SHALL DISQUALIFY ANY BIDDER NOT ATTENDING FROM SUBMITTING A BID. ATTENDEES MUST BE PRESENT AT THE START OF THE PRE-BID CONFERENCE. ARRIVAL AFTER THE START OF THE PRE-BID CONFERENCE SHALL BE CAUSE FOR DISQUALIFICATION.

## 7. SOLICITATION INSTRUCTIONS

### 7.1. 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. **ADA:** American with Disabilities Act
- C. **AGENCY:** the Federal or State agency named as such in the Agreement. This project is financed in whole or in part through None and the term Agency, as used herein, shall refer to NA.
- D. **AGREEMENT:** The written instrument which is evidence of the Agreement between Owner and Vendor/Contractor covering the work.
- E. **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.
- F. **BID:** The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- G. **BID BOND/GUARANTEE:** The certified check or surety bond furnished by the Bidder with his bid as evidence of good faith.
- H. **BID DOCUMENTS:** The bidding requirements and the proposed Contract Documents, including all addenda.
- I. **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.
- J. **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.
- K. **CONSTRUCTION ADMINISTRATOR:** Nicholas Babino, Hernando County Department of Public Works, 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 (current version).
- L. **CONTRACT:** 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.

- M. **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.
- N. **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.
- O. **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.
- P. **CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- Q. **COUNTY:** The Board of County Commissioners, Hernando County, or its duly authorized representative.
- R. **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 NA, for the plans and specifications referenced in these contract documents. Engineer may delegate or designate certain duties to be performed by other qualified professionals.
- S. **FDEP:** Florida Department of Environmental Protection
- T. **FDOT:** Florida Department of Transportation.
- U. **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.
- V. **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.
- W. **MUTCD:** Manual on Uniform Traffic Control Devices <https://mutcd.fhwa.dot.gov>
- X. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM:** NPDES
- Y. **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.
- Z. **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.



**AA. NOTICE OF INTENT: NOI**

**BB. 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.

**CC. OCCUPATIONAL SAFETY AND HEALTH ACT: OSHA.**

**DD. OWNER:** Hernando County Board of County Commissioners (County).

**EE. OWNER DESIGNATED REPRESENTATIVE:** The Owner Designated Representative will act as the Owner's 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. Alisa Pike, shall act as the Owner Designated Representative for the work relative to this contract.

**FF. 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.

**GG. 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 B: \$100,000.01- \$250,000. **Note: The County/Engineer's probable cost estimate for this project is \$152,500.00. This is only an estimate and should not be the basis to determine the Vendor/Contractor bid submission amount.**

1. Threshold A: less than \$100,000
2. **Threshold B: \$100,000.01- \$250,000**
3. Threshold C: \$250,000.01- \$500,000
4. Threshold D: \$500,000.01 - \$1,000,000
5. Threshold E: \$1,000,000.01 - \$1,500,000
6. Threshold F: \$1,500,000.01- \$2,500,000
7. Threshold G: \$2,500,000.01- \$5,000,000
8. Threshold H: greater than \$5,000,000.01

**HH. 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 NA, and its designee for the plans and specifications referenced in these Contract Documents.

- II. **PROJECT MANAGER:** The duly authorized representative of the County during the construction period. The Project Manager of record for this Solicitation is: Nicholas Babino, Hernando County Department of Public Works.
- JJ. **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.
- KK. **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.
- LL. **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 at multiple locations in Hernando County.
- MM. **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.
- NN. **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.
- OO. **VENDOR/CONTRACTOR:** The individual or entity with whom the County has entered into the Agreement.
- PP. **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.

## 7.2. 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.

### 7.3. 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 to 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.
  - 1. Bids will be rejected unless submitted electronically via the County's electronic bidding system 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 has been issued.
  - 3. Bids will be rejected unless submitted electronically via the County's electronic bidding system along with all required bid line items. All bid forms enclosed are required to be completed and submitted using the instructions listed herein.
  - 4. The County will not honor any explanation or change in the bid documents unless written addendum has been issued.
  - 5. The County reserves the right to reject any and all bids and to waive any informalities related thereto.
  - 6. 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.
  - 7. No material, labor, or facilities will be furnished by the County unless specifically stated.
  - 8. 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.
  - 9. 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 the County using the contact

information herein. Companies bidding on this project shall not communicate with any other County Staff members or they risk being disqualified.

#### 7.4. MANDATORY PREBID CONFERENCE

- A. A Mandatory Pre-Bid Conference will be held Thursday, March 2, 2023 at 9:00 am at Hernando County Department of Public Works 1525 East Jefferson Street Brooksville, Florida 34601.
- A. Only Bidders present at the Pre-Bid Conference may submit a bid for this solicitation.
- B. Attendees must be present at the beginning of the Pre-Bid Conference. Arrival after the start of the Pre-Bid Conference shall be cause for disqualification. Bidders can RSVP via the County's [eProcurement Portal](#).

#### 7.5. 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 119.071 (current version) 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.

#### 7.6. SITE VISIT

Bidder may request access the site to conduct examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a bid by contacting the Procurement Department via the County's [eProcurement Portal Q&A tab](#), if no mandatory site visit is scheduled. All questions after the site visit shall be submitted to the Procurement Department in writing via the County's [eProcurement Portal Q&A tab](#) . The Procurement Department will coordinate a site visit between the Bidder and the Project Manager for this project. Bidder agrees to restore the site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable laws and regulations relative to excavation and utility locates while accessing the site.

#### 7.7. 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.

#### **7.8. 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 NO VALUE 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 Friday, March 17, 2023
- E. All addenda must be acknowledged via the County's eProcurement Portal. Failure of any Bidder to submit any addenda may be found non-responsive and subject to rejection.

#### **7.9. 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 Purchasing Policy and may result in the rejection of your bid.

#### **7.10. WITHDRAWAL OF BIDS:**

Bids may be withdrawn prior to the Thursday, March 2, 2023, 9:00 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. Faxed or electronically mailed withdrawals will not be recognized. No Bidder may withdraw their bid after the scheduled opening time for receipt of bids.

#### **7.11. 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 Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. (current version). Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S. (current version).

## 7.12. 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.**

## 7.13. 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.

#### **7.14. 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.

**7.15. 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.

#### **7.16. 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.

## **8. GENERAL CONDITIONS**

### **8.1. 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-Offer-Award**

(Cover Page)

#### **Advertisement of Bid**

(Section 1)

#### **Solicitation Instructions**

(Section 7)

#### **General Conditions**

(Section 8)

#### **Special Conditions**

(Section 9)

#### **Scope and Specifications**

(Section 10)

- 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 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.

## 8.2. 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 the Solicitation-Offer-Award Cover Sheet, Bid Form and all Required Forms and Certifications. Failure to submit these forms may render the bid non-responsive.

### 8.3. HOURS

All work is to be performed during regular working hours, 7:00 AM to 5:00 PM; 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.

### 8.4. 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 finds the Bidder delinquent with a previously awarded contract or in litigation with Hernando County on a previously awarded contract.

### 8.5. MINOR INFORMALITIES AND IRREGULARITIES:

- A. 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.

#### 8.6. NON-EXCLUSIVE CONTRACT:

- A. 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.

#### 8.7. 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.

#### 8.8. ASSIGNMENT

- A. 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.

#### 8.9. PUBLIC ENTITY CRIMES:

- A. 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 (current version), on Public Entity Crimes. Bidders must complete and return with bid the Sworn Statement to Public Entity Crimes attached in Questionnaire Section.

#### 8.10. 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:  
**<https://www.hernandocountygis-fl.us/BldgDept/General>.**

- C. The following permits are necessary, but not limited to, for prosecution of the work.  
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: <http://www.dep.state.fl.us/water/stormwater/npdes/construction1.htm>
- 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 licenses are necessary, but not limited to, for prosecution of the work:
  - 1. none

#### **8.11. LAWS, REGULATIONS, PERMITS AND TAXES:**

- A. The Bidder's attention is directed to the fact that 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.

#### 8.12. SITE AND OTHER AREAS

- A. 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.

#### 8.13. 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 1/31/2019 – expiring on 1/31/2024.**
- B. This exemption 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. (current version) 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.

#### 8.14. 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 Last Date of Inquiries 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. In all cases the Engineer of Record and Hernando County shall have the sole right as to whether a proposed equivalent is to be accepted. The Vendor/Contractor shall abide by the Engineer of Record and Hernando County's decision when proposed equivalent items are judged to be unacceptable and shall in such instances furnish the item as specified. No equivalent items shall be used in the work without written acceptance by the Engineer of Record.
- 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.

#### **8.15. BID EVALUATION AND AWARD:**

- A. At the time of submitting a bid response, the County requires that the Bidder to be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Bid responses that fail to provide the required forms listed in Section VIII 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 make such investigations as they may deem necessary to establish the competency and financial ability of any Bidder, proposed subcontractors, supplier, or individuals to perform the work; and if after investigation, the evidence of his competency or financial ability is not satisfactory, the County reserves the right to reject his 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.

## 8.16. 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 procurement personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of bids and quotes received in relation to such expenditures.
- B. Application:
1. In bidding for, or letting contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding contracts in an amount not to exceed:
    - a. Five 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 \$35,000.00, or
    - b. Three percent (3%) if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.00.
- 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. Any 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 Purchasing Policy.
  4. Purchases that are funded in whole or in part by assistance from any Federal, State, or local agency where the program guidelines do not permit local preference.
  5. Purchases with an estimated cost of less than \$10,000.00 or less.
- F. Appeal: 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.

#### 8.17. 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 (current version).
- 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.



#### **8.18. 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, without regard to 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.

#### **8.19. MAINTENANCE OF RECORDS :**

- A. 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 (current version), Consultant/Firm shall comply with the Florida Public Records' laws and shall: Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service; 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. 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, 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. 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 (current version). **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT VERSION), 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 Florida Statute 20.055(5) (Current Edition), 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.

#### **8.20. FISCAL NON-FUNDING:**

- A. 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.

#### **8.21. 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; or
  - 3. 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.
- C. 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 the County Clerk, the County's Employment Disclosure Statement. The penalty for this violation may include disqualification of the bid submission .

#### 8.22. GRATUITIES AND KICKBACKS:

- A. Gratuities: It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former 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, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity to the County.
- 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.

#### 8.23. 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:
- D. The County's Procurement Department at (352) 754-4020: and
- E. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE.

- F. 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.
- G. 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.

#### 8.24. 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.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
  - i. EACH OCCURRENCE.....\$1,000,000.00
  - ii. GENERAL AGGREGATE .....\$2,000,000.00
  - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
  - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE.....\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
  - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00
  - ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.

4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees 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 (if applicable it will be noted below separately):
  8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
  9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
  10. POLLUTION LIABILITY (if applicable it will be noted below separately):
  11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
  12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.
- C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners Attention: Human Resources/Risk Department 15470 Flight Path Drive, Brooksville, Florida 34604**
  2. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
  3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of Hernando County.
  4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

#### 8.25. INSURANCE REQUIREMENTS (continued)

- A. **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.



## 8.26. EXECUTION OF WRITTEN CONTRACT

- A. 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.

## 8.27. CONE OF SILENCE

- A. This Solicitation falls under the Hernando County Procurement Ordinance 93-16. After a bid is opened or a short list is established for an Invitation to Bid, Request for Qualification, or Request for Proposal, a Vendor/Contractor or representative as defined in the Ordinance, may not 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 of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the Solicitation.
- B. All Vendors/Contractors or representatives are hereby placed on formal notice. A lobbying cone of silence period shall commence upon issuance of the Solicitation until the Board selects the successful Bidder. For procurements that do not require Board approval, the cone of silence period commences upon Solicitation issuance and concludes upon Contract award.
- C. Neither the members of the Board of County Commissioners 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, concerning this project. Vendors/Contractors or representatives 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.

## 9. SPECIAL CONDITIONS

### 9.1. TIME OF COMPLETION

Bidder agrees that the work will be substantially complete within forty-five (45) calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment sixty (60) calendar days after the date indicated on the Notice to Proceed. The timeframe between substantial and final is thirty fifteen (15) 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.

### 9.2. 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.

### 9.3. LIQUIDATED DAMAGES

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.

#### **9.4. 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.

#### 9.5. 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.

#### 9.6. 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 in respect of providing lands and easements and providing 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 in respect to 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 in respect to an undisclosed hazardous environmental condition is set forth in the Contract Documents.

- I. Evidence of Financial Arrangements: If and to the extent Owner has agreed to furnish Vendor/Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Contract Documents.

#### 9.7. OWNER DESIGNATED REPRESENTATIVE'S STATUS DURING CONSTRUCTION

- A. Owner's Representative: The duties and responsibilities and the limitations of authority of the Owner's 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".
- 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".

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.

## 9.8. 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.

#### 9.9. 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.

#### 9.10. 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.

#### 9.11. CONTRACTOR'S RESPONSIBILITIES (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.

#### **9.12. 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.
- d.

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 bench mark 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.

**9.13. 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.

#### **9.14. 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.

#### 9.15. 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.

#### 9.16. CHANGES IN THE WORK; CLAIMS:

- A. Authorized Changes in the Work:
  - 1. Without invalidating the Contract and without notice to any surety, Owner may, subject to written approval by Agency 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. 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" .

#### 9.17. 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, expeditors, 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.

#### 9.18. 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/CONTRACOTR'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.

#### 9.19. 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.



## **9.20. 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 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.

## 9.21. 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 Ch. 218.735, F.S. (current version) 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, Ch. 218.735, F.S (current version).
  - 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, Part VII, Ch. 218.735, F.S. (current version), 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.

## 9.22. 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, Ch. 218.735, F.S. (current version), 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 applicable 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 insure 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.

### 9.23. 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 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.

#### 9.24. 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 shall 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.

#### 9.25. 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.

## 9.26. 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 IN THE 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.

#### **9.27. 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 (Current Edition), 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 (Current Edition)) and the Federal Hazard Communications Standards (29CFR sec.1910.1200) all other applicable laws.

#### **9.28. 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 (current version), 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.

#### **9.29. SCRUTINIZED COMPANIES Pursuant to Florida Statute 287.135 And 215.473 (Current Edition)**

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 (Current Edition), as amended from time to time.

## 10. SCOPE AND SPECIFICATIONS

### 10.1. SCOPE OF WORK

The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Multi Sidewalk Repairs, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.

### 10.2. PROJECT DESCRIPTION:

- A. This project consists of the removal and disposal of damaged sidewalk panels, and the installation of new panels. Installed sidewalks must match pre-existing sidewalks (some areas are five feet wide; others are four feet wide). The construction of sidewalks shall adhere to FDOT Specifications, and Hernando County Ordinances. The panels must be installed with 3,000 psi concrete, either reinforced with wire, and/or with fiber, 4 inches thick. The Panels must not have a cross-slope exceeding 2%. This sidewalk improvement includes setting up proper Management of Traffic, for roadways and sidewalks, installation of ADA Matting, and sodding of the disturbed areas, with all proposed work per the specifications.
- B. Water meters within concrete panels shall be relocated before removing and installing the accompanied panels. Please coordinate with the project manager/inspector to have meters removed.
- C. After completion of the new sidewalk installation, all disturbed areas within the County's Right of Way must be re-established. New sod must be installed to all disturbed areas, which may include the entire Right of Way.
- D. It will be the Vendor/Contractor's responsibility to provide an acceptable MOT plan at the Pre-Construction meeting along with a chart showing the project schedule.
- E. The Vendor/Contractor shall comply with all applicable OSHA workplace safety requirements and shall accomplish the work in a manner providing for the safety of their equipment and workers and for the safety of the general public.

### 10.3. LOCATION OF THE WORK:

The work to be performed in this contract will be performed on at multiple locations in Hernando County, in Hernando County, Florida.

### 10.4. SURVEY CONTROL

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 Vendor/Contractor shall furnish, free of charge, all 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 markers, and if the stakes or markers are destroyed or disturbed, the cost of replacing them shall be charged against the Vendor/Contractor, 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.

#### 10.5. TRAFFIC CONTROL

- A. 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 outlying points as detailed on the construction plans or as referenced by the FDOT indexes.
- B. Vendor/Contractor shall prepare a detailed traffic control plan designed to accomplish the level of performance outlined in the scope of work, and incorporating the methods and criteria contained in the Manual on Uniform Traffic Control Devices published by the U.S. Department of Transportation and adopted as amended by the FDOT. This plan must be approved in writing by the Engineer.
- C. The Engineer may inspect and monitor the traffic control scheme and devices of the Vendor/Contractor and shall, through the Project Manager or County's Designated Inspector assigned to the project, make known his requirements for any alterations and adjustments to the control plan or devices. The Vendor/Contractor shall take direction only as appropriately expressed by the Inspector or Engineer.

## 11. PRICING PROPOSAL

### SPRING HILL DRIVE SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description             | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-------------------------|-------------|------------------------|------|-----------|-------|
| 1         | 12049 Spring Hill Drive | 12          | 6.67                   | SY   |           |       |
| 2         | 9123 Spring Hill Dr.    | 5           | 2.78                   | SY   |           |       |
| 3         | 9015 Spring Hill Dr.    | 9           | 5                      | SY   |           |       |
| 4         | 7567 Spring Hill Dr.    | 5           | 2.78                   | SY   |           |       |
| 5         | 7009 Spring Hill Dr.    | 17          | 9.44                   | SY   |           |       |
| 6         | 7005 Spring Hill Dr.    | 5           | 2.78                   | SY   |           |       |
| 7         | 7001 Spring Hill Dr.    | 6           | 3.33                   | SY   |           |       |
| 8         | 6213 Spring Hill Dr.    | 16          | 8.89                   | SY   |           |       |
| 9         | 6153 Spring Hill Dr.    | 5           | 2.78                   | SY   |           |       |
| 10        | 6145 Spring Hill Dr.    | 15          | 8.33                   | SY   |           |       |
| 11        | 6137 Spring Hill Dr.    | 8           | 4.44                   | SY   |           |       |
| 12        | 6344 Spring Hill Dr.    | 30.5        | 16.94                  | SY   |           |       |
| 13        | 6392 Spring Hill Dr.    | 5           | 2.78                   | SY   |           |       |
| 14        | 7016 Spring Hill Dr.    | 14          | 7.78                   | SY   |           |       |
| 15        | 7048 Spring Hill Dr.    | 17          | 9.44                   | SY   |           |       |
| 16        | 7072 Spring Hill Dr.    | 9           | 5                      | SY   |           |       |
| 17        | 7072 Spring Hill Dr.    | 9           | 5                      | SY   |           |       |
| 18        | 7224 Spring Hill Dr.    | 17.5        | 9.72                   | SY   |           |       |

| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-----------------------|-------------|------------------------|------|-----------|-------|
| 19           | 7224 Spring Hill Dr.  | 17          | 9.44                   | SY   |           |       |
| 20           | 7268 Spring Hill Dr.  | 12          | 6.67                   | SY   |           |       |
| 21           | 7556 Spring Hill Dr.  | 20          | 11.11                  | SY   |           |       |
| 22           | 7556 Spring Hill Dr.  | 10          | 5.56                   | SY   |           |       |
| 23           | 7560 Spring Hill Dr.  | 10          | 5.56                   | SY   |           |       |
| 24           | 7566 Spring Hill Dr.  | 54          | 30                     | SY   |           |       |
| 25           | 8008 Spring Hill Dr.  | 25          | 13.89                  | SY   |           |       |
| 26           | 8032 Spring Hill Dr.  | 15          | 8.33                   | SY   |           |       |
| 27           | 8050 Spring Hill Dr.  | 20          | 11.11                  | SY   |           |       |
| 28           | 8050 Spring Hill Dr.  | 5           | 2.78                   | SY   |           |       |
| 29           | 8060 Spring Hill Dr.  | 55          | 30.56                  | SY   |           |       |
| 30           | 8060 Spring Hill Dr.  | 45          | 25                     | SY   |           |       |
| 31           | 8522 Spring Hill Dr.  | 10          | 5.56                   | SY   |           |       |
| 32           | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   |           |       |
| 33           | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   |           |       |
| 34           | 9108 Spring Hill Dr.  | 35          | 19.44                  | SY   |           |       |
| 35           | 9118 Spring Hill Dr.  | 20.5        | 11.39                  | SY   |           |       |
| 36           | 10202 Spring Hill Dr. | 5           | 2.78                   | SY   |           |       |
| <b>TOTAL</b> |                       |             |                        |      |           |       |

**MARINER ODD SIDEWALK LOCATIONS**

Five (5) Feet Wide

| Line Item | Description                   | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-------------------------------|-------------|------------------------|------|-----------|-------|
| 1         | 6225 Mariner Blvd             | 21          | 11.67                  | SY   |           |       |
| 2         | 5555 Mariner Blvd             | 21          | 11.67                  | SY   |           |       |
| 3         | 5355 Mariner Blvd             | 9           | 5                      | SY   |           |       |
| 4         | 5355 Mariner Blvd             | 25          | 13.89                  | SY   |           |       |
| 5         | 5231 Mariner Blvd             | 15          | 8.33                   | SY   |           |       |
| 6         | 5231 Mariner Blvd             | 15          | 8.33                   | SY   |           |       |
| 7         | 5231 Mariner Blvd             | 5           | 2.78                   | SY   |           |       |
| 8         | 5193 Mariner Blvd             | 10          | 5.56                   | SY   |           |       |
| 9         | 5179 Mariner Blvd             | 6.5         | 3.61                   | SY   |           |       |
| 10        | 4661 Mariner Blvd             | 4           | 2.22                   | SY   |           |       |
| 11        | 4661 Mariner Blvd             | 34          | 18.89                  | SY   |           |       |
| 12        | 4543 Mariner Blvd             | 95          | 52.78                  | SY   |           |       |
| 13        | 4513 Mariner Blvd             | 45          | 25                     | SY   |           |       |
| 14        | Across from 4488 Mariner Blvd | 145         | 80.56                  | SY   |           |       |
| 15        | 4411 Mariner Blvd             | 10          | 5.56                   | SY   |           |       |
| 16        | 4351 Mariner Blvd             | 65          | 36.11                  | SY   |           |       |
| 17        | 4169 Mariner Blvd             | 10          | 5.56                   | SY   |           |       |
| 18        | 4125 Mariner Blvd             | 17          | 9.44                   | SY   |           |       |
| 19        | 3449 Mariner Blvd             | 10          | 5.56                   | SY   |           |       |
| 20        | 3369 Mariner Blvd             | 40          | 22.22                  | SY   |           |       |
| 21        | 3297 Mariner Blvd             | 5           | 2.78                   | SY   |           |       |



| Line Item    | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-------------------|-------------|------------------------|------|-----------|-------|
| 22           | 3209 Mariner Blvd | 57          | 31.67                  | SY   |           |       |
| 23           | 2317 Mariner Blvd | 5           | 2.78                   | SY   |           |       |
| 24           | 2277 Mariner Blvd | 40          | 22.22                  | SY   |           |       |
| 25           | 2157 Mariner Blvd | 15          | 8.33                   | SY   |           |       |
| 26           | 2137 Mariner Blvd | 45          | 25                     | SY   |           |       |
| 27           | 2097 Mariner Blvd | 15          | 8.33                   | SY   |           |       |
| <b>TOTAL</b> |                   |             |                        |      |           |       |

#### MARINER EVEN SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-------------------|-------------|------------------------|------|-----------|-------|
| 1         | 2096 Mariner Blvd | 7           | 4.67                   | SY   |           |       |
| 2         | 2096 Mariner Blvd | 10          | 6.67                   | SY   |           |       |
| 3         | 2320 Mariner Blvd | 5           | 2.78                   | SY   |           |       |
| 4         | 2320 Mariner Blvd | 12          | 6.67                   | SY   |           |       |
| 5         | 2320 Mariner Blvd | 7           | 3.89                   | SY   |           |       |
| 6         | 2470 Mariner Blvd | 12          | 6.67                   | SY   |           |       |
| 7         | 2470 Mariner Blvd | 9           | 5                      | SY   |           |       |
| 8         | 2478 Mariner Blvd | 7           | 3.89                   | SY   |           |       |
| 9         | 3140 Mariner Blvd | 13          | 7.22                   | SY   |           |       |
| 10        | 4080 Mariner Blvd | 15          | 8.33                   | SY   |           |       |

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-------------------|-------------|------------------------|------|-----------|-------|
| 11        | 4080 Mariner Blvd | 10          | 5.56                   | SY   |           |       |
| 12        | 4080 Mariner Blvd | 35          | 19.44                  | SY   |           |       |
| 13        | 4080 Mariner Blvd | 5           | 2.78                   | SY   |           |       |
| 14        | 4080 Mariner Blvd | 5           | 2.78                   | SY   |           |       |
| 15        | 4080 Mariner Blvd | 10          | 5.56                   | SY   |           |       |
| 16        | 4080 Mariner Blvd | 5           | 2.78                   | SY   |           |       |
| 17        | 4106 Mariner Blvd | 15          | 8.33                   | SY   |           |       |
| 18        | 4288 Mariner Blvd | 6           | 3.33                   | SY   |           |       |
| 19        | 4488 Mariner Blvd | 16          | 8.89                   | SY   |           |       |
| 20        | 5030 Mariner Blvd | 6           | 3.33                   | SY   |           |       |
| 21        | 5030 Mariner Blvd | 6           | 3.33                   | SY   |           |       |
| 22        | 5090 Mariner Blvd | 5           | 3.33                   | SY   |           |       |
| 23        | 5302 Mariner Blvd | 31          | 17.22                  | SY   |           |       |
| 24        | 5306 Mariner Blvd | 10          | 5.56                   | SY   |           |       |
| 25        | 5346 Mariner Blvd | 29          | 16.11                  | SY   |           |       |
| 26        | 5400 Mariner Blvd | 50          | 27.78                  | SY   |           |       |
| 27        | 5416 Mariner Blvd | 23          | 12.78                  | SY   |           |       |
| 28        | 5424 Mariner Blvd | 8           | 4.44                   | SY   |           |       |
| 29        | 5440 Mariner Blvd | 20          | 17.78                  | SY   |           |       |
| 30        | 5498 Mariner Blvd | 20          | 11.11                  | SY   |           |       |
| 31        | 5542 Mariner Blvd | 18          | 10                     | SY   |           |       |

| Line Item    | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-------------------|-------------|------------------------|------|-----------|-------|
| 32           | 6000 Mariner Blvd | 9           | 5                      | SY   |           |       |
| 33           | 6000 Mariner Blvd | 15          | 15                     | SY   |           |       |
| 34           | 6514 Mariner Blvd | 20          | 11.11                  | SY   |           |       |
| 35           | 6514 Mariner Blvd | 10          | 5.56                   | SY   |           |       |
| 36           | 6800 Mariner Blvd | 46          | 30.67                  | SY   |           |       |
| 37           | 6800 Mariner Blvd | 14          | 7.78                   | SY   |           |       |
| <b>TOTAL</b> |                   |             |                        |      |           |       |

#### NORTHCLIFFE SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-----------------------|-------------|------------------------|------|-----------|-------|
| 1         | 8454 Northcliffe Blvd | 10          | 5.56                   | SY   |           |       |
| 2         | 9064 Northcliffe Blvd | 30          | 16.67                  | SY   |           |       |
| 3         | 9166 Northcliffe Blvd | 30          | 16.67                  | SY   |           |       |
| 4         | 9226 Northcliffe Blvd | 24          | 13.33                  | SY   |           |       |
| 5         | 9236 Northcliffe Blvd | 5           | 2.78                   | SY   |           |       |
| 6         | 9264 Northcliffe Blvd | 37          | 20.56                  | SY   |           |       |
| 7         | 9334 Northcliffe Blvd | 26          | 14.44                  | SY   |           |       |
| 8         | 9506 Northcliffe Blvd | 33          | 18.33                  | SY   |           |       |
| 9         | 9576 Northcliffe Blvd | 13          | 7.22                   | SY   |           |       |
| 10        | 9421 Northcliffe Blvd | 111         | 61.67                  | SY   |           |       |

| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-----------------------|-------------|------------------------|------|-----------|-------|
| 11           | 9373 Northcliffe Blvd | 7           | 3.89                   | SY   |           |       |
| 12           | 9281 Northcliffe Blvd | 24          | 13.33                  | SY   |           |       |
| 13           | 9249 Northcliffe Blvd | 17          | 9.44                   | SY   |           |       |
| 14           | 9241 Northcliffe Blvd | 12          | 6.67                   | SY   |           |       |
| 15           | 9167 Northcliffe Blvd | 57          | 31.67                  | SY   |           |       |
| 16           | 9093 Northcliffe Blvd | 15          | 8.33                   | SY   |           |       |
| 17           | 9001 Northcliffe Blvd | 21          | 11.67                  | SY   |           |       |
| 18           | 8183 Northcliffe Blvd | 15          | 8.33                   | SY   |           |       |
| <b>TOTAL</b> |                       |             |                        |      |           |       |

#### LANDOVER SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description        | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|--------------------|-------------|------------------------|------|-----------|-------|
| 1         | 5151 Landover Blvd | 18          | 8                      | SY   |           |       |
| 2         | 5152 Landover Blvd | 10          | 4.44                   | SY   |           |       |
| 3         | 4616 Landover Blvd | 36          | 16                     | SY   |           |       |
| 4         | 4608 Landover Blvd | 10          | 4.44                   | SY   |           |       |
| 5         | 4619 Landover Blvd | 5           | 2.22                   | SY   |           |       |
| 6         | 4593 Landover Blvd | 11          | 4.89                   | SY   |           |       |
| 7         | 4415 Landover Blvd | 5           | 2.22                   | SY   |           |       |
| 8         | 3333 Landover Blvd | 25          | 11.11                  | SY   |           |       |



| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-----------------------|-------------|------------------------|------|-----------|-------|
| 9            | 3100 Landover Blvd    | 64          | 28.44                  | SY   |           |       |
| 10           | South of Hemlock 2878 | 10          | 4.44                   | SY   |           |       |
| 11           | 2736 Landover Blvd    | 5           | 2.22                   | SY   |           |       |
| 12           | 2738 Landover Blvd    | 5           | 2.22                   | SY   |           |       |
| 13           | 2640 Landover Blvd    | 10          | 4.44                   | SY   |           |       |
| 14           | 2634 Landover Blvd    | 15          | 6.67                   | SY   |           |       |
| <b>TOTAL</b> |                       |             |                        |      |           |       |

#### SEVEN HILLS SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description     | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|-----------|-----------------|-------------|------------------------|------|-----------|-------|
| 1         | 1175 Muscovy    | 8           | 3.56                   | SY   |           |       |
| 2         | 1208 Venetia    | 25          | 11.11                  | SY   |           |       |
| 3         | 1234 Masada     | 16          | 7.11                   | SY   |           |       |
| 4         | 1269 Hubbard    | 15          | 6.67                   | SY   |           |       |
| 5         | 1281 Hubbard    | 6           | 2.67                   | SY   |           |       |
| 6         | 1155 Overland   | 5           | 2.22                   | SY   |           |       |
| 7         | 10405 Ventura   | 11          | 4.89                   | SY   |           |       |
| 8         | 256 Woodstream  | 6           | 2.67                   | SY   |           |       |
| 9         | 10340 Fairchild | 10          | 4.44                   | SY   |           |       |
| 10        | 10467 Fairchild | 8           | 3.56                   | SY   |           |       |

| Line Item    | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total |
|--------------|-------------------|-------------|------------------------|------|-----------|-------|
| 11           | 10430 Audie Brook | 7           | 3.11                   | SY   |           |       |
| 12           | 10400 Audie Brook | 12          | 5.33                   | SY   |           |       |
| 13           | 10364 Locker      | 6           | 2.67                   | SY   |           |       |
| 14           | 1028 Tournament   | 8           | 3.56                   | SY   |           |       |
| 15           | 1069 Hook         | 7           | 3.11                   | SY   |           |       |
| 16           | 1017 Tournament   | 8           | 3.56                   | SY   |           |       |
| 17           | 493 Rio Vista     | 11          | 4.89                   | SY   |           |       |
| <b>TOTAL</b> |                   |             |                        |      |           |       |

## 12. VENDOR QUESTIONNAIRE

12.1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.\*

☐ Please confirm

\*Response required

### 12.2. Authorized person \*

Are you fully authorized to bind this company, or corporation.

☐ Yes

☐ No

\*Response required

### 12.3. Authorized Person's information \*

Please provide your

Name

Title

Business Address

\*Response required

12.4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. \*

☐ Please confirm

\*Response required

### 12.5. Upload Florida Permit

**Bidders who are non-resident corporations** shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

### 12.6. Bidder Acknowledgement\*

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.

☐ Please confirm

\*Response required

### 12.7. BID FORM CONFIRMATION \*

The Board of County Commissioners

Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

☐ Please confirm

\*Response required

### 12.8. Company Information \*

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

\*Response required



### 12.9. Bid Bond Confirmation \*

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

☐ Please confirm

\*Response required

### 12.10. Bidder confirmation (proposal one) \*

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

☐ Please confirm

\*Response required

### 12.11. Full names and addresses (proposal two) \*

Please provide the full names and residences of all persons and parties interested in the foregoing bid are as follows:

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

\*Response required

### 12.12. BID GUARANTEE

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.

☐ Please confirm

### 12.13. Please provide construction experience\*

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

\*Response required

### 12.14. Experience detail\*

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.

\*Response required

### 12.15. Drug Free Workplace Certification \*

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that,

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

☐ Please confirm

\*Response required

### 12.16. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

☐ Please confirm

\*Response required

### 12.17. Sworn Statement

#### 12.17.1. Sworn Statement 287.133 (3) (a)\*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or

political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

\_\_\_\_\_ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the



entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

\*Response required

#### *12.17.2. If you choose option 3, please attach a copy of the final order*

If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

**Please attach a copy of the final order**

### 12.18. Authorized Signatures/Negotiators

#### *12.18.1. Authorized Signatures/Negotiators \**

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

\*Response required

#### *12.18.2. Type of Organization \**

Please select your organization type:

☐ Sole Proprietorship

☐ Partnership

☐ Joint Venture

☐ Corporation

\*Response required

### *12.18.3. Company ID\**

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

\*Response required

### *12.18.4. W9 Form \**

Please upload your company's W9 information

\*Response required

### *12.18.5. ACH electronic payment\**

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

☐ Yes, ACH electronic payment method is acceptable.

☐ No, ACH electronic payment method is not acceptable.

\*Response required

## 12.19. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

### *12.19.1. Local Vendor Affidavit - 12 Month Minimum\**

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

☐ Yes

☐ No

\*Response required

### *12.19.2. Proof of Real Property Tax\**

Please upload your proof of Real Property Tax

\*Response required

### ***12.19.3. Copy of Florida Division of Corporations Annual Report\****

Please upload a copy of your Florida Division of Corporations Annual Report

\*Response required

### **12.20.E-VERIFY CERTIFICATION**

#### ***12.20.1. E-Verify Certification \****

**Vendor/Contractor acknowledges and agrees to the following:**

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

☐ Please confirm

\*Response required

### **12.21.CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL REQUIREMENTS**

#### ***12.21.1. References \****

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

**Please provide information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).

By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

\*Response required

#### **12.21.2. Key Subcontractors\***

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

(1) ADA Concrete Sidewalk

(2) Concrete Driveway

(3) Sodding

**If no subcontractors will be employed please state "NONE"**

\*Response required

#### **12.21.3. ORGANIZATION CHART:\***

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

\*Response required

#### **12.21.4. PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:\***

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the Multi Sidewalk Repairs, within the past seven (7) years.

\*Response required



#### **12.21.5. BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:\***

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction and repair of ADA Compliant Concrete Sidewalks.
- B. Document prior experience in construction and repair of concrete driveways.
- C. Document prior experience in planting and establishing sod.

\*Response required

#### **12.22. Additional Required Forms**

##### **12.22.1. Trench Safety Act Compliance \***

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

\*Response required

##### **12.22.2. Corporate Affidavit \***

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

\*Response required

##### **12.22.3. Bid Bond Form \***

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

\*Response required

##### **12.22.4. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\***

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that

the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

☐ Please confirm

\*Response required

### 12.23.HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

*12.23.1. Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? \**

☐ Yes

☐ No

\*Response required

*12.23.2. Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?\**

☐ Yes

☐ No

\*Response required

### *12.23.3. Relatives and Former Hernando County Employees - Roles and Signatures*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

### 12.24.Vendor Survey

#### *12.24.1. Vendor Survey \**

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

*Select all that apply*

☐ County's eProcurement Portal (Open Gov Procurement)

☐ Newspaper

- ☐ Procurement Department Advertisement Board
- ☐ Other (Please list in the following question)

\*Response required

#### *12.24.2. Vendor Survey - Other*

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

#### *12.24.3. Sample Construction Agreement \**

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Sample Construction Agreeeme...](#)
- [Documents required after aw...](#)

\*Response required

#### *12.24.4. Solitiction-Offer-Award\**

Please download the below documents, complete the Offer section, and upload.

- [Solicitation-Offer-Award.pdf](#)

\*Response required



County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604  
(352) 754-4020

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ADDENDA REPORT  
ITB No. 23-C00002/DK  
Multi Sidewalk Repairs

RESPONSE DEADLINE: March 29, 2023 at 3:00 pm

Friday, March 31, 2023

Addenda Issued:

**Addendum #1**

*Mar 15, 2023 1:23 PM*

Addendum 1 Number of Damaged ADA Mats

Addenda Acknowledgements:

Addendum #1

| Proposal                               | Confirmed | Confirmed At         | Confirmed By  |
|--|-----------|----------------------|---------------|
| Property Services GC                   | X         | Mar 27, 2023 3:00 PM | Steve Culp    |
| AJ General Construction Services, Inc. | X         | Mar 28, 2023 1:21 PM | Jesse O'Brien |





County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

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**PROPOSAL DOCUMENT REPORT**

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

RESPONSE DEADLINE: March 29, 2023 at 3:00 pm

Report Generated: Friday, April 21, 2023

**AJ General Construction Services, Inc. Proposal**

**CONTACT INFORMATION**

**Company:**

AJ General Construction Services, Inc.

**Email:**

estimating@ajgeneralconstruct.com

**Contact:**

Jesse O'Brien

**Address:**

5415 Shakespeare Dr.  
Dover, FL 33527

**Phone:**

N/A

**Website:**

N/A

**Submission Date:**

Mar 29, 2023 2:14 PM

**ADDENDA CONFIRMATION**

Addendum #1

*Confirmed Mar 28, 2023 1:21 PM by Jesse O'Brien*

**QUESTIONNAIRE**

1. THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS BID ON BEHALF OF THE BIDDER, AGREES THAT THIS OFFER IF ACCEPTED WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS.\*

*Pass*

Confirmed

**2. Authorized person \***

*Pass*

Are you fully authorized to bind this company, or corporation.

Yes

**3. Authorized Person's information \***

*Pass*

Please provide your

Name

Title

Business Address

Irma Juarez, President, 5415 Shakespeare Dr Dove, FL 33527

4. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. \*

*Pass*

Confirmed

## 5. Upload Florida Permit

**Bidders who are non-resident corporations** shall furnish to the Owner a duly certified copy of their permit to transact business in the State of Florida along with the bid. Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

No response submitted

## 6. Bidder Acknowledgement\*

*Pass*

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.

Confirmed

## 7. BID FORM CONFIRMATION \*

*Pass*

The Board of County Commissioners

Hernando County, Florida

The undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the agreement form, General Conditions, Special Conditions, Supplementary Conditions for Federal/State Requirements, plans and specifications and other contract documents, with the bond requirements herein, proposed to furnish all labor, materials, equipment and other necessary items, facilities and services for the proper execution and completion of the subject project in full accordance with the drawings and specifications prepared in accordance with your Advertisement of Bids, instruction to bidders, agreement and all other documents related thereto on file in the office of the Hernando County Procurement Department and if awarded the Contract, to complete said work within the time limits specified for their bid price.

Confirmed

## 8. Company Information \*

*Pass*

Please Provide the following:

Company Name

Contact Person, and Title

Mailing Address

Telephone number

Email Address

Fax number

AJ General Construction Services, Inc.

## 9. Bid Bond Confirmation \*

*Pass*

If the foregoing proposal shall be accepted by Hernando County, Florida, and the undersigned shall fail to execute a satisfactory contract as stated in the advertisement herein attached, then the County may, at its option, determine that the undersigned has abandoned the Contract, and thereupon this proposal shall be null and void, and the certified check or bond accompanying this proposal, shall be forfeited to and become the property of Hernando County, Florida, and the full amount of said check shall be retained by the County, or if the proposal bond be given, the full amount of such bond shall be paid to the County as stipulated for liquidated damages; otherwise, the bond or certified check accompanying this proposal, or the amount of said check, shall be returned to the undersigned as specified herein.

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).



Confirmed

**10. Bidder confirmation (proposal one) \***

*Pass*

Every Bidder must take notice of the fact that even though his proposal be accepted and the documents signed by the Bidder to whom an award is made and by those officials authorized to do so on behalf of Hernando County, Florida, that no such award or signing shall be considered a binding contract without a certificate from the Finance Director that funds are available to cover the cost of the work to be done, or without the approval of the County Attorney as to the form and legality of the Contract and all the pertinent documents relating thereto having been approved by said County Attorney; and such Bidder is hereby charged with this notice.

The signer of the proposal, as Bidder, also declares that the only person, persons, company or parties interested in this proposal, are named in the proposal, that he has carefully examined the Advertisement of Bid, Solicitation Instructions, Contract Specifications, Plans, Supplementary Conditions for Federal/State Requirements, General Conditions, Special Conditions, Special Provisions and contract bond, that he or his representative has made such investigation as is necessary to determine the character and extent of the work and he proposes and agrees that if the proposal be accepted, he will contract with Hernando County, Florida in the form of contract hereto annexed, to provide the necessary labor, materials, machinery, equipment, tools or apparatus, do all the work required to complete the Contract within the time mentioned in the Contract Documents according to the requirements of Hernando County, Florida, as herein and hereinafter set forth, and furnish the required surety bonds for the following prices to wit:

Confirmed

**11. Full names and addresses (proposal two) \***

*Pass*

Please provide the full names and residences of all persons and parties interested in the foregoing bid are as follows:

If corporation, give the names and addresses of the president and secretary. If firm or partnership, the names and addresses of the members or partners. The Bidder shall list not only his name, but also the name of any person with whom Bidder has any type of agreement whereby such person's improvements, enrichment, employment of possible benefit, whether subcontractor, materialman, agent, supplier, or employer, is contingent upon the award of the Contract to the Bidder).

PLEASE TYPE NAMES AND ADDRESSES AS REQUESTED.

Irma Juarez, President

## 12. BID GUARANTEE

*Pass*

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.

Confirmed

## 13. Please provide construction experience\*

*Pass*

Overview of construction experience, including a list of projects successfully completed and indicating Owner, location, Contract value and completion date.

City of Bartow Curb Replacements, \$261,278, Sept. 2022

Corbett Watson – 863.534.0122

City of Bradenton – Riverside Sidewalk Replacement, \$256,855, May 2022

Kim Clayback – 941.708.6300x224

City of Bartow – East Gay St and Holland Ave Sidewalk Replacement, \$234,897, Oct. 2021

Ron Cauthan – 863.646.1402x1630

Skanska – Pensacola Bay Bridge, Installing / Stripping Formwork and Placing Concrete for Traffic Separators, \$1,180,500, Sept. 2022

Eduardo Spinetti – 786.327.6323

Punta Gorda Airport- Building 101 Ramp Replacement, \$142,101, Sept. 2022

Cory Elijah 941.639.1101x141

## 14. Experience detail\*

*Pass*

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.

City of Bradenton – Riverside Sidewalk Replacement, \$256,855, May 2022

Kim Clayback – 941.708.6300x224

City of Bartow – East Gay St and Holland Ave Sidewalk Replacement, \$234,897, Oct. 2021

Ron Cauthan – 863.646.1402x1630

## **15. Drug Free Workplace Certification \***

*Pass*

I have read and attest to, in accordance with Florida Statute 287.087 (current version), hereby certify that, Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Confirmed

## **16. Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\***

*Pass*

Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Confirmed

## 17. Sworn Statement

SWORN STATEMENT 287.133 (3) (A)\*

*Pass*

I have read and attest that I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes (current version), means a violation of any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has



been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

\_\_\_\_\_ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

IF YOU CHOOSE OPTION 3, PLEASE ATTACH A COPY OF THE FINAL ORDER

*Pass*

If you choose option 3, please attach a copy of the final order

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

**Please attach a copy of the final order**

Documents\_required\_after\_award.pdf

## **18. Authorized Signatures/Negotiators**

AUTHORIZED SIGNATURES/NEGOTIATORS \*

*Pass*

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

Irma Juarez, President, 813.391.5783

TYPE OF ORGANIZATION \*

*Pass*

Please select your organization type:

Corporation

COMPANY ID\*

*Pass*

Please Provide Your:

State of Incorporation and

Federal I.D. NO.

82-0821263

W9 FORM \*

*Pass*

Please upload your company's W9 information

AJ\_General\_W-9.pdf

ACH ELECTRONIC PAYMENT\*

*Pass*

An ACH electronic payment method is offered as an alternative to a payment by physical check. Please select one of the options.

Yes, ACH electronic payment method is acceptable.

## 19. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

LOCAL VENDOR AFFIDAVIT - 12 MONTH MINIMUM\*

*Pass*

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

No

PROOF OF REAL PROPERTY TAX\*

*Pass*

Please upload your proof of Real Property Tax

Ajax\_Reference\_Letter.pdfCity\_of\_Bartow\_Reference\_Letter.pdfSGL\_Reference\_Letter.pdf

COPY OF FLORIDA DIVISION OF CORPORATIONS ANNUAL REPORT\*

*Pass*

Please upload a copy of your Florida Division of Corporations Annual Report

Annual\_Report\_2023.pdf

## 20. E-VERIFY CERTIFICATION

E-VERIFY CERTIFICATION \*

*Pass*

**Vendor/Contractor acknowledges and agrees to the following:**

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

Confirmed

## 21. CONSTRUCTION CONTRACTOR QUALIFICATION SUBMITTAL REQUIREMENTS

### REFERENCES \*

#### *Pass*

Bidder must provide a minimum of **three (3)** references in format shown below. References must be individuals that can be readily contacted and have first-hand knowledge of the Bidder's performance on the specific project performed by the Bidder. Each reference project must meet the following criteria:

Project at Substantial Completion or completed within the last seven (7) years.

Similar in size, dollar value and scope as this project.

### **Please provide information for 3 required References:**

Business/Owner Name

Reference Contact Person

Reference Address

Reference Phone No.

Reference Email Address

Project Name

Project Location

Contract Project Manager

Site Superintendent

Contract Amount

Date Project Commenced

Date of Substantial Completion

Date of Final Completion

Description of Work Performed

Note: Experience shall be related to successfully completed projects within the last seven (7) years (i.e. the project must have been Substantially Complete within seven (7) years of the due date of this ITB. Only projects that are complete or substantially complete as of the bid due date will be considered).



By submitting this information, I certify that the qualifications questionnaire information is true and correct to the best of my knowledge.

See Upload w. Real property tax

KEY SUBCONTRACTORS\*

*Pass*

Each Bidder must submit with its response a list of subcontractors who will perform the work in each of the following categories (key subcontractors). List the name of the proposed subcontractor, or "Bidder" if the Bidder will perform the work, after each work category:

Example:

(1) ADA Concrete Sidewalk

(2) Concrete Driveway

(3) Sodding

**If no subcontractors will be employed please state "NONE"**

None

ORGANIZATION CHART:\*

*Pass*

Bidder must provide an organization chart showing Bidder's team identifying specific responsibilities of Bidder and subcontractors.

Org\_Chart.pdf

PROJECT MANAGER AND SUPERINTENDENT QUALIFICATIONS:\*

*Pass*

Bidder must provide resumes of Project Manager and Superintendent listing qualifications, experience, education and training. The Project Manager and Superintendent must have adequate experience, generally considered as a working Project Manager/Superintendent on a minimum of two (2) projects, similar in size and scope to the Multi Sidewalk Repairs, within the past seven (7) years.

Mart\_Martinez\_Resume.pdfEsteban\_Alvarado\_Resume.pdf

BIDDER/KEY SUBCONTRACTOR SPECIFIC QUALIFICATIONS:\*

*Pass*

Bidder must demonstrate Bidder's/Key subcontractor's experience and expertise in the tasks provided below and at the minimum identified criteria. Specific projects, locations and Contractor who performed work must be provided.

- A. Document prior experience in construction and repair of ADA Compliant Concrete Sidewalks.
- B. Document prior experience in construction and repair of concrete driveways.
- C. Document prior experience in planting and establishing sod.

N/A

## 22. Additional Required Forms

### TRENCH SAFETY ACT COMPLIANCE \*

*Pass*

Please download the below documents, complete, and upload.

- [Trench Safety Act Compliance...](#)

Trench\_Safety\_Act\_Compliance.pdf

### CORPORATE AFFIDAVIT \*

*Pass*

Please download the below documents, complete, and upload.

- [Corporate Affidavit.pdf](#)

Corporate\_Affidavit.pdf

### BID BOND FORM \*

*Pass*

Please download the below documents, complete, and upload.

- [Bid Bond Form.pdf](#)

Bid\_Bond.pdfbid\_bond.pdf

### VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\*

*Pass*

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List,

created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to bind on behalf of respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

I have read and attest that I confirm the above is acknowledged.

Confirmed

### 23. HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A FORMER EMPLOYEE OF HERNANDO COUNTY WITHIN THE LAST TWO (2) YEARS? \*

*Pass*

No

IS ANY OFFICER, PARTNER, DIRECTOR, PROPRIETOR, ASSOCIATE OR MEMBER OF THE BUSINESS ENTITY A RELATIVE OR MEMBER OF THE HOUSEHOLD OF A CURRENT HERNANDO COUNTY EMPLOYEE THAT HAD OR WILL HAVE ANY INVOLVEMENT WITH THIS PROCUREMENT OR CONTRACT AUTHORIZATION?\*

*Pass*

No

RELATIVES AND FORMER HERNANDO COUNTY EMPLOYEES - ROLES AND SIGNATURES

*Pass*

If you answered yes to the either of the two prior questions regarding relatives or Hernando employees, please download the below documents, complete, and upload.

- [HC Employment Disclosure Ce...](#)

HC\_Employment\_Disclosure\_Certification\_Statement.pdf

### 24. Vendor Survey

VENDOR SURVEY \*

*Pass*

Please provide information on where you received the knowledge of the bid/request for Proposals (mark all that apply):

Other (Please list in the following question)

VENDOR SURVEY - OTHER

*Pass*

If you choose Other please list how you received the knowledge of the bid/request for Proposals.

Construction journal

SAMPLE CONSTRUCTION AGREEMENT \*

*Pass*

Sample Construction Agreement for your review, including attachments that will be required after award.

- [Sample Construction Agreeeme...](#)
- [Documents required after aw...](#)

Documents\_required\_after\_award.pdf

SOLITICION-OFFER-AWARD\*

Please download the below documents, complete the Offer section, and upload.

- [Solicitation-Offer-Award.pdf](#)

Solicitation-Offer-Award.pdf

## PRICE TABLES

### SPRING HILL DRIVE SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description             | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total      |
|-----------|-------------------------|-------------|------------------------|------|-----------|------------|
| 1         | 12049 Spring Hill Drive | 12          | 6.67                   | SY   | \$149.59  | \$997.7653 |
| 2         | 9123 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602 |
| 3         | 9015 Spring Hill Dr.    | 9           | 5                      | SY   | \$149.59  | \$747.95   |
| 4         | 7567 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602 |



## PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item | Description          | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|----------------------|-------------|------------------------|------|-----------|--------------|
| 5         | 7009 Spring Hill Dr. | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 6         | 7005 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 7         | 7001 Spring Hill Dr. | 6           | 3.33                   | SY   | \$149.59  | \$498.1347   |
| 8         | 6213 Spring Hill Dr. | 16          | 8.89                   | SY   | \$149.59  | \$1,329.8551 |
| 9         | 6153 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 10        | 6145 Spring Hill Dr. | 15          | 8.33                   | SY   | \$149.59  | \$1,246.0847 |
| 11        | 6137 Spring Hill Dr. | 8           | 4.44                   | SY   | \$149.59  | \$664.1796   |
| 12        | 6344 Spring Hill Dr. | 30.5        | 16.94                  | SY   | \$149.59  | \$2,534.0546 |
| 13        | 6392 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 14        | 7016 Spring Hill Dr. | 14          | 7.78                   | SY   | \$149.59  | \$1,163.8102 |
| 15        | 7048 Spring Hill Dr. | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 16        | 7072 Spring Hill Dr. | 9           | 5                      | SY   | \$149.59  | \$747.95     |
| 17        | 7072 Spring Hill Dr. | 9           | 5                      | SY   | \$149.59  | \$747.95     |
| 18        | 7224 Spring Hill Dr. | 17.5        | 9.72                   | SY   | \$149.59  | \$1,454.0148 |
| 19        | 7224 Spring Hill Dr. | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 20        | 7268 Spring Hill Dr. | 12          | 6.67                   | SY   | \$149.59  | \$997.7653   |
| 21        | 7556 Spring Hill Dr. | 20          | 11.11                  | SY   | \$149.59  | \$1,661.9449 |
| 22        | 7556 Spring Hill Dr. | 10          | 5.56                   | SY   | \$149.59  | \$831.7204   |
| 23        | 7560 Spring Hill Dr. | 10          | 5.56                   | SY   | \$149.59  | \$831.7204   |
| 24        | 7566 Spring Hill Dr. | 54          | 30                     | SY   | \$149.59  | \$4,487.70   |
| 25        | 8008 Spring Hill Dr. | 25          | 13.89                  | SY   | \$149.59  | \$2,077.8051 |
| 26        | 8032 Spring Hill Dr. | 15          | 8.33                   | SY   | \$149.59  | \$1,246.0847 |
| 27        | 8050 Spring Hill Dr. | 20          | 11.11                  | SY   | \$149.59  | \$1,661.9449 |

PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-----------------------|-------------|------------------------|------|-----------|--------------------|
| 28           | 8050 Spring Hill Dr.  | 5           | 2.78                   | SY   | \$149.59  | \$415.8602         |
| 29           | 8060 Spring Hill Dr.  | 55          | 30.56                  | SY   | \$149.59  | \$4,571.4704       |
| 30           | 8060 Spring Hill Dr.  | 45          | 25                     | SY   | \$149.59  | \$3,739.75         |
| 31           | 8522 Spring Hill Dr.  | 10          | 5.56                   | SY   | \$149.59  | \$831.7204         |
| 32           | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   | \$149.59  | \$415.8602         |
| 33           | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   | \$149.59  | \$415.8602         |
| 34           | 9108 Spring Hill Dr.  | 35          | 19.44                  | SY   | \$149.59  | \$2,908.0296       |
| 35           | 9118 Spring Hill Dr.  | 20.5        | 11.39                  | SY   | \$149.59  | \$1,703.8301       |
| 36           | 10202 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602         |
| <b>TOTAL</b> |                       |             |                        |      |           | <b>\$47,662.36</b> |

**MARINER ODD SIDEWALK LOCATIONS**

Five (5) Feet Wide

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 6225 Mariner Blvd | 21          | 11.67                  | SY   | \$150.39  | \$1,755.0513 |
| 2         | 5555 Mariner Blvd | 21          | 11.67                  | SY   | \$150.39  | \$1,755.0513 |
| 3         | 5355 Mariner Blvd | 9           | 5                      | SY   | \$150.39  | \$751.95     |
| 4         | 5355 Mariner Blvd | 25          | 13.89                  | SY   | \$150.39  | \$2,088.9171 |
| 5         | 5231 Mariner Blvd | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487 |
| 6         | 5231 Mariner Blvd | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487 |
| 7         | 5231 Mariner Blvd | 5           | 2.78                   | SY   | \$150.39  | \$418.0842   |
| 8         | 5193 Mariner Blvd | 10          | 5.56                   | SY   | \$150.39  | \$836.1684   |
| 9         | 5179 Mariner Blvd | 6.5         | 3.61                   | SY   | \$150.39  | \$542.9079   |

| Line Item    | Description                   | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-------------------------------|-------------|------------------------|------|-----------|--------------------|
| 10           | 4661 Mariner Blvd             | 4           | 2.22                   | SY   | \$150.39  | \$333.8658         |
| 11           | 4661 Mariner Blvd             | 34          | 18.89                  | SY   | \$150.39  | \$2,840.8671       |
| 12           | 4543 Mariner Blvd             | 95          | 52.78                  | SY   | \$150.39  | \$7,937.5842       |
| 13           | 4513 Mariner Blvd             | 45          | 25                     | SY   | \$150.39  | \$3,759.75         |
| 14           | Across from 4488 Mariner Blvd | 145         | 80.56                  | SY   | \$150.39  | \$12,115.4184      |
| 15           | 4411 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684         |
| 16           | 4351 Mariner Blvd             | 65          | 36.11                  | SY   | \$150.39  | \$5,430.5829       |
| 17           | 4169 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684         |
| 18           | 4125 Mariner Blvd             | 17          | 9.44                   | SY   | \$150.39  | \$1,419.6816       |
| 19           | 3449 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684         |
| 20           | 3369 Mariner Blvd             | 40          | 22.22                  | SY   | \$150.39  | \$3,341.6658       |
| 21           | 3297 Mariner Blvd             | 5           | 2.78                   | SY   | \$150.39  | \$418.0842         |
| 22           | 3209 Mariner Blvd             | 57          | 31.67                  | SY   | \$150.39  | \$4,762.8513       |
| 23           | 2317 Mariner Blvd             | 5           | 2.78                   | SY   | \$150.39  | \$418.0842         |
| 24           | 2277 Mariner Blvd             | 40          | 22.22                  | SY   | \$150.39  | \$3,341.6658       |
| 25           | 2157 Mariner Blvd             | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487       |
| 26           | 2137 Mariner Blvd             | 45          | 25                     | SY   | \$150.39  | \$3,759.75         |
| 27           | 2097 Mariner Blvd             | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487       |
| <b>TOTAL</b> |                               |             |                        |      |           | <b>\$65,547.48</b> |

### MARINER EVEN SIDEWALK LOCATIONS

Five (5) Feet Wide

## PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 2096 Mariner Blvd | 7           | 4.67                   | SY   | \$155.43  | \$725.8581   |
| 2         | 2096 Mariner Blvd | 10          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 3         | 2320 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 4         | 2320 Mariner Blvd | 12          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 5         | 2320 Mariner Blvd | 7           | 3.89                   | SY   | \$155.43  | \$604.6227   |
| 6         | 2470 Mariner Blvd | 12          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 7         | 2470 Mariner Blvd | 9           | 5                      | SY   | \$155.43  | \$777.15     |
| 8         | 2478 Mariner Blvd | 7           | 3.89                   | SY   | \$155.43  | \$604.6227   |
| 9         | 3140 Mariner Blvd | 13          | 7.22                   | SY   | \$155.43  | \$1,122.2046 |
| 10        | 4080 Mariner Blvd | 15          | 8.33                   | SY   | \$155.43  | \$1,294.7319 |
| 11        | 4080 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 12        | 4080 Mariner Blvd | 35          | 19.44                  | SY   | \$155.43  | \$3,021.5592 |
| 13        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 14        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 15        | 4080 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 16        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 17        | 4106 Mariner Blvd | 15          | 8.33                   | SY   | \$155.43  | \$1,294.7319 |
| 18        | 4288 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 19        | 4488 Mariner Blvd | 16          | 8.89                   | SY   | \$155.43  | \$1,381.7727 |
| 20        | 5030 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 21        | 5030 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 22        | 5090 Mariner Blvd | 5           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 23        | 5302 Mariner Blvd | 31          | 17.22                  | SY   | \$155.43  | \$2,676.5046 |



PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item    | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-------------------|-------------|------------------------|------|-----------|--------------------|
| 24           | 5306 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908         |
| 25           | 5346 Mariner Blvd | 29          | 16.11                  | SY   | \$155.43  | \$2,503.9773       |
| 26           | 5400 Mariner Blvd | 50          | 27.78                  | SY   | \$155.43  | \$4,317.8454       |
| 27           | 5416 Mariner Blvd | 23          | 12.78                  | SY   | \$155.43  | \$1,986.3954       |
| 28           | 5424 Mariner Blvd | 8           | 4.44                   | SY   | \$155.43  | \$690.1092         |
| 29           | 5440 Mariner Blvd | 20          | 17.78                  | SY   | \$155.43  | \$2,763.5454       |
| 30           | 5498 Mariner Blvd | 20          | 11.11                  | SY   | \$155.43  | \$1,726.8273       |
| 31           | 5542 Mariner Blvd | 18          | 10                     | SY   | \$155.43  | \$1,554.30         |
| 32           | 6000 Mariner Blvd | 9           | 5                      | SY   | \$155.43  | \$777.15           |
| 33           | 6000 Mariner Blvd | 15          | 15                     | SY   | \$155.43  | \$2,331.45         |
| 34           | 6514 Mariner Blvd | 20          | 11.11                  | SY   | \$155.43  | \$1,726.8273       |
| 35           | 6514 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908         |
| 36           | 6800 Mariner Blvd | 46          | 30.67                  | SY   | \$155.43  | \$4,767.0381       |
| 37           | 6800 Mariner Blvd | 14          | 7.78                   | SY   | \$155.43  | \$1,209.2454       |
| <b>TOTAL</b> |                   |             |                        |      |           | <b>\$50,224.09</b> |

**NORTHCLIFFE SIDEWALK LOCATIONS**

Five (5) Feet Wide

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total       |
|-----------|-----------------------|-------------|------------------------|------|-----------|-------------|
| 1         | 8454 Northcliffe Blvd | 10          | 5.56                   | SY   | \$178.30  | \$991.348   |
| 2         | 9064 Northcliffe Blvd | 30          | 16.67                  | SY   | \$178.30  | \$2,972.261 |
| 3         | 9166 Northcliffe Blvd | 30          | 16.67                  | SY   | \$178.30  | \$2,972.261 |
| 4         | 9226 Northcliffe Blvd | 24          | 13.33                  | SY   | \$178.30  | \$2,376.739 |

PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-----------------------|-------------|------------------------|------|-----------|--------------------|
| 5            | 9236 Northcliffe Blvd | 5           | 2.78                   | SY   | \$178.30  | \$495.674          |
| 6            | 9264 Northcliffe Blvd | 37          | 20.56                  | SY   | \$178.30  | \$3,665.848        |
| 7            | 9334 Northcliffe Blvd | 26          | 14.44                  | SY   | \$178.30  | \$2,574.652        |
| 8            | 9506 Northcliffe Blvd | 33          | 18.33                  | SY   | \$178.30  | \$3,268.239        |
| 9            | 9576 Northcliffe Blvd | 13          | 7.22                   | SY   | \$178.30  | \$1,287.326        |
| 10           | 9421 Northcliffe Blvd | 111         | 61.67                  | SY   | \$178.30  | \$10,995.761       |
| 11           | 9373 Northcliffe Blvd | 7           | 3.89                   | SY   | \$178.30  | \$693.587          |
| 12           | 9281 Northcliffe Blvd | 24          | 13.33                  | SY   | \$178.30  | \$2,376.739        |
| 13           | 9249 Northcliffe Blvd | 17          | 9.44                   | SY   | \$178.30  | \$1,683.152        |
| 14           | 9241 Northcliffe Blvd | 12          | 6.67                   | SY   | \$178.30  | \$1,189.261        |
| 15           | 9167 Northcliffe Blvd | 57          | 31.67                  | SY   | \$178.30  | \$5,646.761        |
| 16           | 9093 Northcliffe Blvd | 15          | 8.33                   | SY   | \$178.30  | \$1,485.239        |
| 17           | 9001 Northcliffe Blvd | 21          | 11.67                  | SY   | \$178.30  | \$2,080.761        |
| 18           | 8183 Northcliffe Blvd | 15          | 8.33                   | SY   | \$178.30  | \$1,485.239        |
| <b>TOTAL</b> |                       |             |                        |      |           | <b>\$48,240.84</b> |

LANDOVER SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description        | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total      |
|-----------|--------------------|-------------|------------------------|------|-----------|------------|
| 1         | 5151 Landover Blvd | 18          | 8                      | SY   | \$178.30  | \$1,426.40 |
| 2         | 5152 Landover Blvd | 10          | 4.44                   | SY   | \$178.30  | \$791.652  |
| 3         | 4616 Landover Blvd | 36          | 16                     | SY   | \$178.30  | \$2,852.80 |
| 4         | 4608 Landover Blvd | 10          | 4.44                   | SY   | \$178.30  | \$791.652  |

PROPOSAL DOCUMENT REPORT

ITB No. 23-C00002/DK

Multi Sidewalk Repairs

| Line Item    | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-----------------------|-------------|------------------------|------|-----------|--------------------|
| 5            | 4619 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826          |
| 6            | 4593 Landover Blvd    | 11          | 4.89                   | SY   | \$178.30  | \$871.887          |
| 7            | 4415 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826          |
| 8            | 3333 Landover Blvd    | 25          | 11.11                  | SY   | \$178.30  | \$1,980.913        |
| 9            | 3100 Landover Blvd    | 64          | 28.44                  | SY   | \$178.30  | \$5,070.852        |
| 10           | South of Hemlock 2878 | 10          | 4.44                   | SY   | \$178.30  | \$791.652          |
| 11           | 2736 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826          |
| 12           | 2738 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826          |
| 13           | 2640 Landover Blvd    | 10          | 4.44                   | SY   | \$178.30  | \$791.652          |
| 14           | 2634 Landover Blvd    | 15          | 6.67                   | SY   | \$178.30  | \$1,189.261        |
| <b>TOTAL</b> |                       |             |                        |      |           | <b>\$18,142.02</b> |

SEVEN HILLS SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description    | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|----------------|-------------|------------------------|------|-----------|--------------|
| 1         | 1175 Muscovy   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844   |
| 2         | 1208 Venetia   | 25          | 11.11                  | SY   | \$191.99  | \$2,133.0089 |
| 3         | 1234 Masada    | 16          | 7.11                   | SY   | \$191.99  | \$1,365.0489 |
| 4         | 1269 Hubbard   | 15          | 6.67                   | SY   | \$191.99  | \$1,280.5733 |
| 5         | 1281 Hubbard   | 6           | 2.67                   | SY   | \$191.99  | \$512.6133   |
| 6         | 1155 Overland  | 5           | 2.22                   | SY   | \$191.99  | \$426.2178   |
| 7         | 10405 Ventura  | 11          | 4.89                   | SY   | \$191.99  | \$938.8311   |
| 8         | 256 Woodstream | 6           | 2.67                   | SY   | \$191.99  | \$512.6133   |

| Line Item    | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total              |
|--------------|-------------------|-------------|------------------------|------|-----------|--------------------|
| 9            | 10340 Fairchild   | 10          | 4.44                   | SY   | \$191.99  | \$852.4356         |
| 10           | 10467 Fairchild   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844         |
| 11           | 10430 Audie Brook | 7           | 3.11                   | SY   | \$191.99  | \$597.0889         |
| 12           | 10400 Audie Brook | 12          | 5.33                   | SY   | \$191.99  | \$1,023.3067       |
| 13           | 10364 Locker      | 6           | 2.67                   | SY   | \$191.99  | \$512.6133         |
| 14           | 1028 Tournament   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844         |
| 15           | 1069 Hook         | 7           | 3.11                   | SY   | \$191.99  | \$597.0889         |
| 16           | 1017 Tournament   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844         |
| 17           | 493 Rio Vista     | 11          | 4.89                   | SY   | \$191.99  | \$938.8311         |
| <b>TOTAL</b> |                   |             |                        |      |           | <b>\$14,424.20</b> |



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AJ General Construction Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5415 Shakespeare Dr

6 City, state, and ZIP code

Dover, FL 33527

Requester's name and address (optional)

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 2 - 0 8 2 1 2 6 3

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Ima Durey, President

Date ►

04/11/2022

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



***The Future is Riding on Ajax.™***

May 4, 2021

Re: AJ General Construction Services

Subject: ***Letter of Recommendation***

To Whom it May Concern,

AJ General Construction Services recently completed work for Ajax Paving Industries of Florida, LLC at the Army Reserve Center/Aviation Support Facility project on Macdill Air Force Base, US Army Corp of Engineers Contract W912QR-17-C0043.

The total value of their contract was \$112,000.00. Their scope of work was drilling concrete slabs and inserting dowel bars, concrete formwork as well as placing and tying reinforcing steel. The employees on our project were very competent and well managed. All work was completed in a safe and timely manner. The work area was always neat and well organized.

It was a pleasure working with them and I look forward to working with them again.

If you have any further questions or concerns feel free to contact me at (813) 769-1990 or mobile at (727) 919-6198.

Sincerely,

*Michael Morgan*

Michael Morgan, P.E.  
Project Manager  
Ajax Paving

**2023 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P17000023374

**Entity Name:** AJ GENERAL CONSTRUCTION SERVICES, INC.

**Current Principal Place of Business:**

5415 SHAKESPEARE DR  
DOVER, FL 33527

**Current Mailing Address:**

5415 SHAKESPEARE DR  
DOVER, FL 33527 US

**FEI Number:** 82-0821263

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

JUAREZ, IRMA A  
5415 SHAKESPEARE DR  
DOVER, FL 33527 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            PRESIDENT  
Name            JUAREZ, IRMA A  
Address        5415 SHAKESPEARE DR  
City-State-Zip: DOVER FL 33527

*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:** IRMA A JUAREZ

**PRESIDENT**

**01/03/2023**

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

AJ GENERAL CONSTRUCTION SERVICES, INC.  
5415 Shakespeare Drive  
Dover, FL 33527

### SURETY:

(Name, legal status and principal place of business)

Markel Insurance Company  
4521 Highwoods Parkway  
Glen Allen, VA 23060

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Hernando County Board of Commissioners  
15470 Flight Path Drive  
Brooksville, FL 34604

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Multi Sidewalk Repairs 23-C00002/DK

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of March, 2023

(Witness)

(Witness) Braxton Brumfield

AJ GENERAL CONSTRUCTION SERVICES, INC.  
(Principal)

By: Ima Lutz, President  
(Title)

Markel Insurance Company  
(Surety)

By: Stephen Wesley Price, Jr.  
(Title) Stephen Wesley Price, Jr. Attorney-in-Fact

Fisher Brown Bottrell





# Markel Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

**Stephen Wesley Price, Jr.**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

**Principal:** AJ GENERAL CONSTRUCTION SERVICES, INC.

**Obligee:** Hernando County Board of Commissioners

**Amounts:** See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s) in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13<sup>th</sup> day of January, 2023.

State of Texas  
County of Travis:

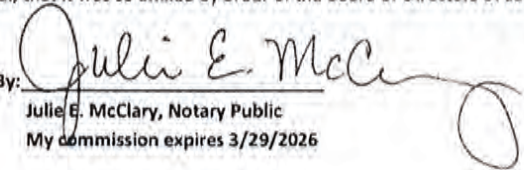


MARKEL INSURANCE COMPANY

By:   
Lindsey Jennings, Vice President

On this 13<sup>th</sup> day of January, 2023 before me personally came Lindsey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Austin, Texas this 29<sup>th</sup> day of March, 2023

By:   
Andrew Marquis, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



## **BID BOND**

Any singular reference to Vendor/Contractor, Surety, Owner, or other party shall be considered plural where applicable.

**VENDOR/CONTRACTOR (Name and Address):**

AJ GENERAL CONSTRUCTION SERVICES, INC.  
5415 Shakespeare Drive  
Dover, FL 33527

**SURETY (Name and Address of Principal Place of Business):**

Markel Insurance Company  
4521 Highwoods Parkway  
Glen Allen, VA 23060

**OWNER:**

BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA  
15470 Flight Path Drive  
Brooksville, Florida 34604

**BID**

**Project:**

Multi Sidewalk Repairs 23-C00002/DK

**INSERT SOLICITATION # INSERT NAME OF PROJECT**

**INSERT PROJECT CITY, STATE**

**BOND**

Bond Number: Bid Bond

Date (Not later than bid due date): 3/29/2023

Penal sum Five Percent of Amount of Bid

5% of Bid Amount

(Figures)

Surety and Vendor/Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**VENDOR/CONTRACTOR**

AJ GENERAL CONSTRUCTION SERVICES, INC.

**SURETY**

Markel Insurance Company

Vendor/Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By:

Signature and Title

By:

Signature and Title Stephen Wesley Price, Jr.  
(Attach Power of Attorney) Attorney-in-Fact

Attest:

Signature and Title

Attest:

Signature and Title Blake Johnson, Witness

Note: Above addresses are to be used for giving required notice.

1. Vendor/Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Vendor/Contractor the penal sum set forth on the face of this bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Vendor/Contractor shall occur upon the failure of Vendor/Contractor to deliver within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the Bid Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Vendor/Contractor's bid and Vendor/Contractor delivers within the time required by the bid documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the bid documents and any performance and payment bonds required by the bid documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Vendor/Contractor within the time specified in the bid documents (or any extension thereof agreed to in writing by Vendor/Contractor and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Vendor/Contractor and within thirty (30) calendar days after receipt by Vendor/Contractor and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this bond and the project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Vendor/Contractor, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed one hundred twenty (120) days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to thirty (30) calendar days after the notice of default required in Paragraph 4 above is received by Vendor/Contractor and Surety and in no case later than one (1) year after bid due date.
7. Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the state in which the project is located.
8. Notices required hereunder shall be in writing and sent to Vendor/Contractor and Surety at their respective addresses shown on the face of this bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this bond on behalf of Surety to execute, seal, and deliver such bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as if set forth at length. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

**This document should be completed and returned with your submittal.**



# Markel Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

**Stephen Wesley Price, Jr.**

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

**Principal:** AJ GENERAL CONSTRUCTION SERVICES, INC.

**Obligee:** Hernando County Board of Commissioners

**Amounts:** See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 13<sup>th</sup> day of January, 2023.

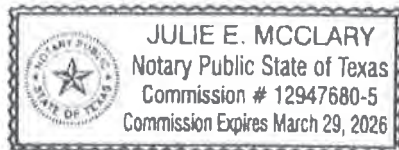
State of Texas  
County of Travis:



MARKEL INSURANCE COMPANY

By:   
Lindey Jennings, Vice President

On this 13<sup>th</sup> day of January, 2023 before me personally came Lindey Jennings, to me known, who being by me duly sworn, did depose and say that he resides in Travis County, Texas, where he is Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

I, Andrew Marquis, Assistant Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect

Given under my hand and the seal of said Company at Austin, Texas this 29<sup>th</sup> day of March, 2023

By:   
Andrew Marquis, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.



# NOTICE OF INTENT TO USE NPDES GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES (RULE 62-621.300(4), F.A.C.)

You must submit this completed Notice of Intent (NOI) form to the Department to get coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities provided in subsection 62-621.300(4), F.A.C. The Generic Permit document [DEP Document 62-621.300(4)(a)] tells you what construction activity qualifies for coverage, how you obtain and terminate coverage, what you must do to minimize pollution from your construction site, and what conditions apply to your project to use the generic permit. **You must submit the appropriate generic permit fee, as specified in paragraph 62-4.050(4)(d), F.A.C., with this NOI Form to obtain permit coverage.** You must read and understand the requirements of the generic permit document and the attached instructions before completing this NOI form. **Please print or type information in the appropriate areas below.**

**For construction activities also requiring an Individual Environmental Resource Permit (ERP), under Chapter 62-330, F.A.C.:**

**If your construction activities are already authorized by a valid Individual ERP issued by the Department, Water Management District or a Delegated Local Government, you may also elect to use this NOI form to provide the required notice of commencement of construction, in lieu of Form 62-330.350(1) (“Construction Commencement Notice”).**

**Do you wish to also provide notice of commencement of construction activities authorized under an Individual ERP permit through the use of this form?** ☐ Yes ☐ No

## I. IDENTIFICATION NUMBER:

A. Facility ID (if renewing coverage): \_\_\_\_\_

B. ERP Permit Number\* (if applicable): \_\_\_\_\_

C. ERP Permitting Agency (if applicable): \_\_\_\_\_

\*If the ERP permit authorizes phased construction, please also indicate which phase.

## II. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DEVELOPED AND READY TO BE IMPLEMENTED: ☐ Yes ☐ No

\*If No, you may not submit your NOI at this time.

## III. APPLICANT INFORMATION:

|  |           |                     |
|--|-----------|---------------------|
| A. Operator Name:<br>* ERP Permittee Name (if different than “Operator”), if applicable: |           | B. Operator Status: |
| C. Address:  |           |                     |
| D. City:   | E. State: | F. Zip Code:        |
| G. Responsible Authority:  |           |                     |

|  |
|--|
| H. Responsible Authority's Phone No.:      |
| I. Responsible Authority's Fax No.:        |
| J. Responsible Authority's E-mail Address: |

#### IV. PROJECT/SITE LOCATION INFORMATION:

|  |                                   |                                 |
|--|-----------------------------------|---------------------------------|
| A. Project Name:   |                                   |                                 |
| B. Project Address/Location:   |                                   |                                 |
| C. City:   | D. State:                         | E. Zip Code:                    |
| F. County:   | G. Latitude:      °      '      " | Longitude:      °      '      " |
| H. Is the site located on Indian Country Lands? <input type="checkbox"/> Yes <input type="checkbox"/> No |                                   | I. Water Management District:   |
| J. Project Contact:  |                                   |                                 |
| K. Project Contact's Phone No.:  |                                   |                                 |
| L. Project Contact's Fax No.:  |                                   |                                 |
| M. Project Contact's E-mail Address:   |                                   |                                 |
| N. Additional E-mail correspondence, optional:   |                                   |                                 |

#### V. PROJECT/SITE ACTIVITY INFORMATION:

|   |   |
|---|---|
| A. Indicate whether the project is Large or Small Construction (check only one):                                | <input type="checkbox"/> Large Construction (Project will disturb 5 or more acres of land, Fee \$400)   |
|   | <input type="checkbox"/> Small Construction (Project will disturb between 1 and 4.99 acres of land, Fee \$250)  |
| B. Approximate total area of land disturbance from commencement through completion of construction: _____ acres |   |
| C. SWPPP Location:  | <input type="checkbox"/> Address in Part III above <input type="checkbox"/> Address in Part IV above <input type="checkbox"/> Other address (specify below) |
| D. SWPPP Address:   |   |
| E. City:  | F. State:      G. Zip Code:   |
| H. Construction Period:   | Start Date:      Completion Date:   |

#### VI. DEWATERING INFORMATION:

|   |
|---|
| A. Will dewatering operations be performed as part of the construction activities? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, complete below. If no, skip this part and go to Part VII.   |
| B. Is the project site currently identified as contaminated, or is there a site within 500 feet of the dewatering project identified as contaminated by a DEP or EPA cleanup/restoration program? You may use the Quick Link to DEP's Contamination Locator Map (CLM) and DEP's Institutional Controls Registry (ICR) Web Viewer to determine cleanup restoration status. You may access the CLM at: <a href="http://webapps.dep.state.fl.us/DepClnup/welcome.do">http://webapps.dep.state.fl.us/DepClnup/welcome.do</a> or |

<http://ca.dep.state.fl.us/mapdirect/?focus=contamlocator>. The ICR may be accessed at:  
<http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm>, or  
<http://ca.dep.state.fl.us/mapdirect/?focus=icr>

- ☐ YES Continue to VI.C, below.  
☐ NO Continue to Part VII.

C. Has the site been remediated?

- ☐ YES Continue to Part VII.  
☐ NO Continue to VI.D, below.

D. Are the pollutants of concern (i.e. contamination) present in ground water at the dewatering project site at concentrations equal to or exceeding the surface water criteria in Rule 62-302.530?

- ☐ YES Dewatering activities do not qualify for coverage under this generic permit. However, the site may qualify for coverage under Rule 62-621.300(1), F.A.C., or under an individual wastewater permit on the appropriate form listed in Rule 62-620.910, F.A.C.  
☐ NO Continue to Part VII.

## VII. DISCHARGE INFORMATION:

A. MS4 Operator Name (if applicable):

B. Receiving Water Name:

## VIII. CERTIFICATION<sup>1</sup>:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

If providing notice of commencement of construction as required by an Individual Environmental Resource Permit, I also certify that I am authorized by the Permittee (identified in Part III.A., above), to commence construction activities authorized by the ERP Permit (identified in Part I.B., above).

Responsible Authority Name and Official Title (Type or Print):

Responsible Authority Signature:

Date Signed:

<sup>1</sup> Signatory requirements are contained in Rule 62-620.305, F.A.C.



**INSTRUCTIONS – DEP FORM 62-621.300(4)(b)**  
**NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE  
AND SMALL CONSTRUCTION ACTIVITIES**

**Who Must File an NOI:**

You must file the NOI and obtain coverage under the Construction Generic Permit if you discharge stormwater associated with large or small construction activities to surface waters of the State, including through a Municipal Separate Storm Sewer System (MS4), [http://www.dep.state.fl.us/water/stormwater/npdes/docs/all\\_ms4\\_by\\_county.pdf](http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf).

**Where to File NOI:**

The Department encourages the electronic submission of NOIs using the Department's Interactive Notice of Intent (iNOI) available at <http://www.fldeportal.com/go/>. NOIs also may be submitted by paper copy to the following address:

NPDES Stormwater Notices Center, MS #3585  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Permit Fee:**

Permit fees for large and small construction activities to be covered under the generic permit are specified in paragraph 62-4.050(4)(d), F.A.C. and available on our <http://www.dep.state.fl.us/water/stormwater/npdes/fees.htm>. You must submit the appropriate generic permit fee (either for large 5+ acres \$400 or small 1- 4.99 acres \$250 construction activities) with the completed NOI to obtain coverage under the generic permit. **Generic permit coverage will not be granted without payment of the appropriate permit fee.**

If the NOI is submitted electronically, the permit fee must be paid on-line by credit card or check. If the NOI is submitted using a paper copy, the permit fee must be paid by either check or money order made payable to: "Florida Department of Environmental Protection".

**Part I – Identification Number:**

If you are renewing coverage, please enter the project's DEP identification number (generic permit coverage number) if known. If this is a new project without an ID number then leave this item blank. If you know your ERP Permit Number or ERP Permitting Agency (if applicable) please identify it here, if not then leave these items blank.

**Part II – Stormwater Pollution Prevention Plan (SWPPP) Completed:**

Check the box to indicate whether you have completed your Stormwater Pollution Prevention Plan. You must complete your SWPPP and be ready to implement it before submitting your NOI.

**Part III – Applicant Information:**

Item A.: Provide the legal name of the person, firm, contractor, public organization or other legal entity that owns or operates the construction activity described in this NOI. The operator is the legal entity that has authority to control those activities at the project necessary to ensure compliance with the terms and conditions of the generic permit.

Item B.: Enter the appropriate one letter code from the list below to indicate the legal status of the operator:

F = Federal; S = State; P = Private; M = Public (other than federal or state); O = Other

Items C. – F.: Provide the complete mailing address of the operator, including city, state and zip code.

Items G. – J.: Provide the name, telephone and fax number (including area code) and E-mail address of the person authorized to submit this NOI on behalf of the operator (e.g., Jane Smith, President of Smith Construction Company on behalf of the operator, Smith Construction Company; John Doe, Public Works Director on behalf of the operator, City of Townsville; etc.). This should be the same person as indicated in the certification in Part VI.

#### **Part IV – Project/Site Location Information:**

Items A. – E.: Enter the official or legal name and complete street address, including city, state and zip code of the project. Do not provide a P.O. Box number as the street address. If it lacks a street address, describe the project site location (e.g., intersection of State Road 1 and Smith Street).

Item F.: Enter the county in which the project is located.

Item G.: Enter the latitude and longitude, **in degrees-minutes-seconds format**, of the approximate center of the project.

Item H.: Indicate whether the project is located on Indian Country Lands. If the project is located on Indian Lands you may not use this generic permit. Instead, you must apply to the <http://cfpub.epa.gov/npdes/stormwater/const.cfm> (EPA) for coverage.

Item I.: Enter the appropriate five or six letter code from the list below to indicate the <http://www.dep.state.fl.us/secretary/watman/default.htm> in which your project is located:

NFWFMD = Northwest Florida Water Management District  
SRWMD = Suwannee River Water Management District  
SFWMD = South Florida Water Management District  
SWFWMD = Southwest Florida Water Management District  
SJRWMD = St. John's River Water Management District

Items J. – M.: Enter the name, telephone and fax number (including area code) and E-mail address of the project contact person. The project contact is the person who is thoroughly familiar with the project, the facts reported in this NOI and who can be contacted by the Department if necessary.

Item N.: Enter additional E-mail correspondence as needed to receive permit related documentation. (Optional)

#### **Part V – Project/Site Activity Information:**

Item A.: Check the appropriate box to indicate whether the project involves large construction activity or small construction activity. **Check one box only.**

“Large Construction Activity” means construction activity resulting in the disturbance of five (5) or more acres of total land area. Large construction activity also includes the disturbance of less than five acres of total land area that is part of a larger common plan of development or sale such as a subdivision that will ultimately disturb five acres or more.

“Small Construction Activity” means construction activity resulting in the disturbance of equal to or greater than one (1) acre and less than five (5) acres of total land area. Small construction activity also includes the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale that will ultimately disturb equal to or greater than one acre and less than five acres.

Item B.: Provide the approximate total area of land disturbance, in acres, that the project will involve from commencement of construction through completion.

Items C. – G.: Indicate the location where the Stormwater Pollution Prevention Plan (SWPPP) can be viewed. Provide the address where the SWPPP can be viewed if other than as provided in Parts II or III of the NOI. **Note that to be eligible for coverage under the generic permit, the SWPPP must have been prepared prior to filing this NOI.**

Item H.: Enter the estimated construction start and completion dates in the MM/DD/YY format.

**Part VI – Dewatering Information:**

If your site has “noncontaminated ground water”, the CGP also authorizes discharges from ground water dewatering activities. A site will be presumed to have uncontaminated if it is not contaminated and there are no known contamination sites within 500 feet of the site. You may use the Department’s <http://webapps.dep.state.fl.us/DepClnup/welcome.do> or the Institutional Controls Registry (ICR) Web Viewer <http://www.dep.state.fl.us/waste/categories/brownfields/pages/ICR.htm> to determine the location of contaminate sites. The CGP does not authorize the discharge of contaminated ground water.

**Part VII – Discharge Information:**

To be covered under a CGP, you must provide the following information about where the discharge from your project will go. NOIs submitted without discharge information cannot be processed.

**Item A.:** If stormwater from your project discharges to a MS4 enter the name of the MS4 (e.g., City of Tallahassee MS4, Orange County MS4, FDOT District 5 MS4, etc.). If stormwater from your project does not discharge to an MS4 but to surface waters of the State, leave this item blank or indicate “N/A” and skip to Item B. of this part. **Please note that if your project discharges stormwater to an MS4, you must provide the MS4 operator with a copy of the completed NOI.** [http://www.dep.state.fl.us/water/stormwater/npdes/docs/all\\_ms4\\_by\\_county.pdf](http://www.dep.state.fl.us/water/stormwater/npdes/docs/all_ms4_by_county.pdf)

**Item B.:** If your project discharges stormwater to surface waters of the State, and not to an MS4, enter the name of the receiving water body to which the stormwater is discharged. Please provide the first named water body to which the stormwater from the project is discharged (e.g., Cypress Creek, Tampa Bay, unnamed ditch to St. Johns River, Tate’s Hell Swamp, etc.).

In certain cases, stormwater from the project will discharge to both an MS4 and surface waters of the State. In this case, complete both Item A. and Item B.

**Part VIII – Certification:**

Type or print the name and official title of the Responsible Authority signing the certification. Please note that this must be the same person indicated in Item II.G. as the Responsible Authority. Sign and date the certification.

Section 403.161, F.S., provides severe penalties for submitting false information on this application (NOI) or any reports or records required by a permit. There are both civil and criminal penalties, in addition to the revocation of permit coverage for submitting false information.

Rule 62-620.305, F.A.C., requires that the NOI and any reports required by the permit be signed as follows:

- A. For a corporation, by a responsible corporate officer as described in Rule 62-620.305, F.A.C.;
- B. For a partnership or sole proprietorship, by a general partner or the proprietor, respectively; or
- C. For a municipality, state, federal or other public facility, by a principal executive officer or elected official.



March 17, 2022

Re: AJ General Construction Services, Inc. - Letter of Recommendation

To Whom It May Concern

AJ General Construction Services, Inc., recently complete work for the City of Bartow, Florida as the Prime Contractor involving the installation of a street corridor sidewalk system utilizing funds received through a Community Development Block Grant program.

The total value of its contract with the City was \$228,875.74. The scope of work included site preparation, construction, maintenance of traffic and landscaping activities to put in place approximately 2,100 feet of new sidewalk and two new pedestrian crosswalks. The employees on our project were competent and well managed which resulted in all work being completed in a safe and timely manner. The work area was always neat and well organized and to the best of my knowledge there were no complaints or issues raised by any affected property owners within the project boundaries.

It was a pleasure working with the AJ General Construction Services, Inc. team and would welcome the opportunity to have them perform work for the City in the future.

Please do not hesitate to contact me at (863) 534-0100 if you have any questions or need additional information.

Sincerely,

Robert E. Wiegert, AICP, CPM  
Director, Planning Department  
Project Manager

REW



**SECTION VIII**  
**ATTACHMENT 12**  
**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]

Irma Juarez being duly sworn, deposes and says that he is secretary of  
AJ General Construction Services, Inc., a corporation organized and existing under and by  
virtues of the laws of the State of Florida, and having its principal office at:

5415 Shakespeare Dr Dover FL 33527 (Address)

Affiant further says that he is familiar with the records, minute books and bylaws of

AJ General Construction Services, Inc (Name of Corporation) of the

corporation, is duly authorized to sign President (Title)

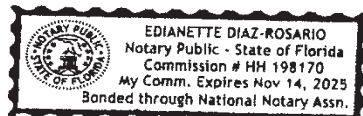
the Bid for Multi Sidewalk Repair for said corporation by virtues of:

(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

Irma Juarez

Affiant

Sworn to before me this 29 day of March, 20 23.



Edianette Diaz-Rosario

Notary Public

**This document should be completed and returned with your submittal.**

**SECTION VIII**  
**ATTACHMENT 12**  
**CORPORATE AFFIDAVIT**

(To be filled in and executed if the Vendor/Contractor is a Corporation)

STATE OF FLORIDA ]

COUNTY OF HERNANDO ]

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Affiant further says that he is familiar with the records, minute books and bylaws of

AJ General Construction Services, Inc (Name of Corporation) of the

corporation, is duly authorized to sign President (Title)

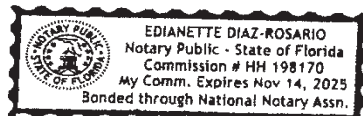
the Bid for Multi Sidewalk Repair for said corporation by virtues of:

(State whether a provision of bylaws or a Resolution of the Board of Directors. If by Resolution, give date of adoption).

Irma Juarez

Affiant

Sworn to before me this 29 day of March, 20 23.



Edianette Diaz-Rosario

Notary Public

**This document should be completed and returned with your submittal.**

**EMERGENCY TELEPHONE NUMBERS****PROJECT NAME:** MULTI SIDEWALK REPAIRS**COUNTY PROJECT NO.:** 23-C00002/AP**C.E.O. NO.:** \_\_\_\_\_

The following are the business and home telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

|  | <u>BUSINESS NO.:</u> | <u>MOBILE NO.:</u> |
|--|----------------------|--------------------|
| VENDOR/CONTRACTOR'S PROJECT<br>MANAGER | (   )<br>_____       | (   )<br>_____     |
| VENDOR/CONTRACTORS<br>REPRESENTATIVE   | (   )<br>_____       | (   )<br>_____     |
| COUNTY/PROJECT MANAGER                 | (   )<br>_____       | (   )<br>_____     |

**OTHER EMERGENCY NUMBERS**

|   |                          |
|---|--------------------------|
| SHERIFF'S OFFICE                                    | (352) 754-6850           |
| FLORIDA HIGHWAY PATROL                              | (352) 754-6767           |
| FLORIDA REGIONAL EMS                                | (352) 754-8991           |
| BROOKSVILLE FIRE RESCUE                             | (352) 544-5445           |
| EAST HERNANDO COUNTY FIRE RESCUE                    | (352) 540-4350           |
| NORTHWEST HERNANDO COUNTY FIRE RESCUE               | (352) 592-5618           |
| WITHLACOOCHEE RIVER ELECTRIC                        | (352) 596-4000 EXT. 3145 |
| DUKE ENERGY   | (800) 700-8744           |
| CHARTER COMMUNICATIONS<br>(FKA: BRIGHT HOUSE CABLE) | (800) 892-0803           |
| FLORIDA GAS TRANSMISSION                            | (352) 527-1898           |
| TECO - PEOPLES GAS                                  | (877) 832-6747           |
| HERNANDO COUNTY UTILITIES                           | (352) 754-4037           |
| HERNANDO COUNTY SCHOOL TRANSPORTATION               | (352) 797-7003           |
| HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM               | (352) 754-4064 EXT. 139  |
| DEPARTMENT OF PUBLIC WORKS                          | (352) 754-4060           |
| ENGINEERING DIVISION                                | (352) 754-4062           |
| FLORIDA DEPARTMENT OF TRANSPORTATION                | (352) 797-5700           |

**HERNANDO COUNTY UTILITY COORDINATION**  
**FOR CONSTRUCTION SITES**

**PROJECT NAME:** MULTI SIDEWALK REPAIRS

**COUNTY PROJECT NO.:** 23-C00002/AP

**C.E.O. NO.:** \_\_\_\_\_

"I hereby certify that the coordination of the locations, connections, and relocations, as needed of all utilities in the project limits, has occurred with the respective utility, County's and/or their official representatives. This certification regards the coordination only at this time and does not reflect actual work performed. Utility verification forms are attached from each respective utility verifying coordination and stating known conflicts. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

THERE ARE NO KNOWN UTILITY CONFLICTS AFFECTING THIS  
PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

THERE ARE NOTED UTILITY CONFLICTS AFFECTING THIS  
PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

**VENDOR/CONTRACTOR INFORMATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone: Area Code Number

\_\_\_\_\_  
Emergency Number

\_\_\_\_\_  
Traffic Sub-Contractor Telephone

\_\_\_\_\_  
Emergency Number

\_\_\_\_\_  
Hernando County Approved By:

\_\_\_\_\_  
Date



**HERNANDO COUNTY UTILITY VERIFICATION**  
**FOR CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I HEREBY CERTIFY THAT \_\_\_\_\_ HAS EXAMINED  
(Utility Name)  
THE PLANS AND CONSTRUCTION LIMITS OF THIS PROJECT. WE KNOW OF NO  
CONSTRUCTION/UTILITY CONFLICTS WITH OUR FACILITIES AT THIS TIME, UNLESS NOTED  
BELOW."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number:   Area Code    Number

\_\_\_\_\_  
Known Conflict Information

**HERNANDO COUNTY MAINTENANCE OF TRAFFIC PLAN**  
**FOR CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I hereby certify that the Maintenance of Traffic (MOT) Plan, as described in the attached construction plans or referenced by Florida Department of Transportation Standard Indexes, has been installed and will be maintained for this construction project. The MOT Plan reflects requirements applicable to protecting motorists and workers around the construction area. The MOT Plan shall be utilized, as applicable, by all Vendor/Contractors on the project. The MOT Plan provides compliance with approved Hernando County and State of Florida MOT Standards. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number:   Area Code    Number

\_\_\_\_\_  
Known Conflict Information

**STORM WATER POLLUTION PREVENTION PLAN**  
**FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I hereby certify that the Storm Water Pollution Prevention Plan has been received by the undersigned for the construction site described in the Construction Plans. The Storm Water Pollution Prevention Plan reflects requirements applicable to protecting surface water resources in sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State or local officials. The Storm Water Pollution Prevention Plan provides compliance with approved issued permits, erosion and sediment control plans and storm water management plans. I certify, under penalty of law, that the Storm Water Pollution Prevention Plan will be installed and maintained, until all construction activities are complete.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone:

Area Code

Number

## **UTILITY CONTACT LIST**

**PROJECT NAME:** MULTI SIDEWALK REPAIRS

**COUNTY PROJECT NO.:** 23-C00002/AP

**C.E.O. NO.:** \_\_\_\_\_

The following are the contact names and business telephone numbers of utility representatives with infrastructure specifically located in the project limits. Additionally, the telephone numbers of various utilities in Hernando County and other vital agencies are listed:

| <u>UTILITY NAME</u> | <u>REPRESENTATIVE</u> | <u>PHONE NUMBER</u> |
|---------------------|-----------------------|---------------------|
|---------------------|-----------------------|---------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

### **COUNTY UTILITY NUMBERS**

|                              |                          |
|------------------------------|--------------------------|
| WITHLACOOCHEE RIVER ELECTRIC | (352) 596-4000 EXT. 3145 |
| DUKE ENERGY                  | (800) 700-8744           |
| CHARTER COMMUNICATIONS       |                          |
| (FKA: BRIGHT HOUSE CABLE)    | (800) 892-0803           |
| FLORIDA GAS TRANSMISSION     | (352) 527-1898           |
| TECO - PEOPLES GAS           | (877) 832-6747           |
| HERNANDO COUNTY UTILITIES    | (352) 754-4037           |

### **OTHER VITAL NUMBERS**

|                                       |                         |
|---------------------------------------|-------------------------|
| SHERIFF'S OFFICE                      | (352) 754-6850          |
| FLORIDA HIGHWAY PATROL                | (352) 754-6767          |
| FLORIDA REGIONAL EMS                  | (352) 754-8991          |
| BROOKSVILLE FIRE RESCUE               | (352) 544-5445          |
| EAST HERNANDO COUNTY FIRE RESCUE      | (352) 540-4350          |
| NORTHWEST HERNANDO COUNTY FIRE RESCUE | (352) 592-5618          |
| HERNANDO COUNTY SCHOOL TRANSPORTATION | (352) 797-7003          |
| HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM | (352) 754-4064 EXT. 139 |
| DEPARTMENT OF PUBLIC WORKS            | (352) 754-4060          |
| ENGINEERING DIVISION                  | (352) 754-4062          |
| FLORIDA DEPARTMENT OF TRANSPORTATION  | (352) 797-5700          |



## **PERFORMANCE AND PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_, hereinafter referred to as the "Vendor/Contractor," as Principal, and \_\_\_\_\_ hereinafter called "Surety," as Surety, are held and firmly bound unto Hernando County, hereinafter referred to as the "County," a political subdivision of the State of Florida as Obligee, in the full and just sum of \$\_\_\_\_\_ dollars, lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Vendor/Contractor and Surety bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the Vendor/Contractor has entered into a certain written Contract with the "County" dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS** such that if Vendor/Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents (which include the Solicitation-Offer-Award (Cover Page), Advertisement of Bid, Solicitation Instruction, General Conditions, Special Conditions, Scope and Specifications, Bid Form, Required Forms and Certifications, Exhibits, Agreement Form, Form(s) of Contract Bond(s), Plans and Specifications and such alterations thereof as may be made as provided for therein) and shall promptly make payments to all claimants for any and all labor and materials used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless the County against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Vendor/Contractor, his agents, servants or employees in the execution or performance of said Contract.
2. The undersigned shall promptly make payment to all persons supplying services, labor, materials or supplies used directly or indirectly by said Vendor/Contractor, or any Sub-Contractor or Sub-Contractors, in the prosecution of the work provided for in said Contract.
3. The undersigned agrees to promptly pay the County any difference between the sum to which the Vendor/Contractor would be entitled on the completion of the Contract, and the sum which the County may be obligated to pay for the completion of said work by the Vendor/Contractor or otherwise, including any damages, direct or indirect, or consequential, which the County may sustain by reason of the failure of the Vendor/Contractor to properly and promptly perform and abide by all of the provisions of said Contract.
4. Subject to the County's priority, claimants covered by Section 713.01 of the Florida Statutes (current version) shall have a direct right of action against the Principal and Surety under this obligation, after written notice of the performance of labor or delivery of materials or supplies, and non-payment therefor. Any claimant who seeks to recover against the Principal or Surety under this obligation must also satisfy the notice requirements and time limitations of Section 255.05 of the Florida Statutes (current version).

5. The Vendor/Contractor shall save the County harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of initial acceptance of the completed project, if applicable.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VENDOR/CONTRACTOR, AS PRINCIPAL:

SURETY:

\_\_\_\_\_  
Principal Firm Name

\_\_\_\_\_  
Surety Name

By:

By:

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Signature (Seal)

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Typed Name and Title

**EMERGENCY TELEPHONE NUMBERS****PROJECT NAME:** MULTI SIDEWALK REPAIRS**COUNTY PROJECT NO.:** 23-C00002/AP**C.E.O. NO.:** \_\_\_\_\_

The following are the business and home telephone numbers where project key personnel can be reached at all times. In addition, the emergency telephone numbers of other vital agencies are listed:

|  | <u>BUSINESS NO.:</u> | <u>MOBILE NO.:</u> |
|--|----------------------|--------------------|
| VENDOR/CONTRACTOR'S PROJECT<br>MANAGER | (   )<br>_____       | (   )<br>_____     |
| VENDOR/CONTRACTORS<br>REPRESENTATIVE   | (   )<br>_____       | (   )<br>_____     |
| COUNTY/PROJECT MANAGER                 | (   )<br>_____       | (   )<br>_____     |

**OTHER EMERGENCY NUMBERS**

|   |                          |
|---|--------------------------|
| SHERIFF'S OFFICE                                    | (352) 754-6850           |
| FLORIDA HIGHWAY PATROL                              | (352) 754-6767           |
| FLORIDA REGIONAL EMS                                | (352) 754-8991           |
| BROOKSVILLE FIRE RESCUE                             | (352) 544-5445           |
| EAST HERNANDO COUNTY FIRE RESCUE                    | (352) 540-4350           |
| NORTHWEST HERNANDO COUNTY FIRE RESCUE               | (352) 592-5618           |
| WITHLACOOCHEE RIVER ELECTRIC                        | (352) 596-4000 EXT. 3145 |
| DUKE ENERGY   | (800) 700-8744           |
| CHARTER COMMUNICATIONS<br>(FKA: BRIGHT HOUSE CABLE) | (800) 892-0803           |
| FLORIDA GAS TRANSMISSION                            | (352) 527-1898           |
| TECO - PEOPLES GAS                                  | (877) 832-6747           |
| HERNANDO COUNTY UTILITIES                           | (352) 754-4037           |
| HERNANDO COUNTY SCHOOL TRANSPORTATION               | (352) 797-7003           |
| HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM               | (352) 754-4064 EXT. 139  |
| DEPARTMENT OF PUBLIC WORKS                          | (352) 754-4060           |
| ENGINEERING DIVISION                                | (352) 754-4062           |
| FLORIDA DEPARTMENT OF TRANSPORTATION                | (352) 797-5700           |

**HERNANDO COUNTY UTILITY COORDINATION  
FOR CONSTRUCTION SITES**

**PROJECT NAME:** MULTI SIDEWALK REPAIRS

**COUNTY PROJECT NO.:** 23-C00002/AP

**C.E.O. NO.:** \_\_\_\_\_

"I hereby certify that the coordination of the locations, connections, and relocations, as needed of all utilities in the project limits, has occurred with the respective utility, County's and/or their official representatives. This certification regards the coordination only at this time and does not reflect actual work performed. Utility verification forms are attached from each respective utility verifying coordination and stating known conflicts. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

THERE ARE NO KNOWN UTILITY CONFLICTS AFFECTING THIS  
PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

THERE ARE NOTED UTILITY CONFLICTS AFFECTING THIS  
PROJECT'S CONSTRUCTION TIME AND/OR COSTS.

**VENDOR/CONTRACTOR INFORMATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone: Area Code Number

\_\_\_\_\_  
Emergency Number

\_\_\_\_\_  
Traffic Sub-Contractor Telephone

\_\_\_\_\_  
Emergency Number

\_\_\_\_\_  
Hernando County Approved By:

\_\_\_\_\_  
Date



**HERNANDO COUNTY UTILITY VERIFICATION**  
**FOR CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I HEREBY CERTIFY THAT \_\_\_\_\_ HAS EXAMINED  
(Utility Name)  
THE PLANS AND CONSTRUCTION LIMITS OF THIS PROJECT. WE KNOW OF NO  
CONSTRUCTION/UTILITY CONFLICTS WITH OUR FACILITIES AT THIS TIME, UNLESS NOTED  
BELOW."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P. O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number:   Area Code    Number

\_\_\_\_\_  
Known Conflict Information

**HERNANDO COUNTY MAINTENANCE OF TRAFFIC PLAN**  
**FOR CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I hereby certify that the Maintenance of Traffic (MOT) Plan, as described in the attached construction plans or referenced by Florida Department of Transportation Standard Indexes, has been installed and will be maintained for this construction project. The MOT Plan reflects requirements applicable to protecting motorists and workers around the construction area. The MOT Plan shall be utilized, as applicable, by all Vendor/Contractors on the project. The MOT Plan provides compliance with approved Hernando County and State of Florida MOT Standards. This form shall be completed by the Vendor/Contractor(s) and approved by Hernando County prior to initiating construction."

\_\_\_\_\_  
UTILITY COMPANY NAME

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number:   Area Code    Number

\_\_\_\_\_  
Known Conflict Information

**STORM WATER POLLUTION PREVENTION PLAN**  
**FOR STORM WATER DISCHARGES FROM CONSTRUCTION SITES**

PROJECT NAME: MULTI SIDEWALK REPAIRS

COUNTY PROJECT NO.: 23-C00002/AP

C.E.O. NO.: \_\_\_\_\_

"I hereby certify that the Storm Water Pollution Prevention Plan has been received by the undersigned for the construction site described in the Construction Plans. The Storm Water Pollution Prevention Plan reflects requirements applicable to protecting surface water resources in sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by State or local officials. The Storm Water Pollution Prevention Plan provides compliance with approved issued permits, erosion and sediment control plans and storm water management plans. I certify, under penalty of law, that the Storm Water Pollution Prevention Plan will be installed and maintained, until all construction activities are complete.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street or P.O. Box

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone:      Area Code      Number

## UTILITY CONTACT LIST

**PROJECT NAME:** MULTI SIDEWALK REPAIRS

**COUNTY PROJECT NO.:** 23-C00002/AP

**C.E.O. NO.:** \_\_\_\_\_

The following are the contact names and business telephone numbers of utility representatives with infrastructure specifically located in the project limits. Additionally, the telephone numbers of various utilities in Hernando County and other vital agencies are listed:

| <u>UTILITY NAME</u> | <u>REPRESENTATIVE</u> | <u>PHONE NUMBER</u> |
|---------------------|-----------------------|---------------------|
|---------------------|-----------------------|---------------------|

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |
|  |  |  |
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|  |  |  |
|  |  |  |

### COUNTY UTILITY NUMBERS

|                              |                          |
|------------------------------|--------------------------|
| WITHLACOOCHEE RIVER ELECTRIC | (352) 596-4000 EXT. 3145 |
| DUKE ENERGY                  | (800) 700-8744           |
| CHARTER COMMUNICATIONS       |                          |
| (FKA: BRIGHT HOUSE CABLE)    | (800) 892-0803           |
| FLORIDA GAS TRANSMISSION     | (352) 527-1898           |
| TECO - PEOPLES GAS           | (877) 832-6747           |
| HERNANDO COUNTY UTILITIES    | (352) 754-4037           |

### OTHER VITAL NUMBERS

|                                       |                         |
|---------------------------------------|-------------------------|
| SHERIFF'S OFFICE                      | (352) 754-6850          |
| FLORIDA HIGHWAY PATROL                | (352) 754-6767          |
| FLORIDA REGIONAL EMS                  | (352) 754-8991          |
| BROOKSVILLE FIRE RESCUE               | (352) 544-5445          |
| EAST HERNANDO COUNTY FIRE RESCUE      | (352) 540-4350          |
| NORTHWEST HERNANDO COUNTY FIRE RESCUE | (352) 592-5618          |
| HERNANDO COUNTY SCHOOL TRANSPORTATION | (352) 797-7003          |
| HERNANDO COUNTY TRAFFIC SIGNAL SYSTEM | (352) 754-4064 EXT. 139 |
| DEPARTMENT OF PUBLIC WORKS            | (352) 754-4060          |
| ENGINEERING DIVISION                  | (352) 754-4062          |
| FLORIDA DEPARTMENT OF TRANSPORTATION  | (352) 797-5700          |



# ESTEBAN ALVARADO

Tampa, FL 33637 | (H) 813-808-2096 | (C) 813-263-9523 | esteban@ajgeneralconstruct.com

## Professional Summary

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- Construction Superintendent offering 17 years of experience supporting construction aspects of Civil, Industrial, Infrastructure construction projects. Successful at overseeing communication and operations between teams, vendors and design professionals. Focused on keeping projects on time and under budget using time management and prioritization skills. Achieves project milestones and adheres to deadlines and quality standards. Experienced Field Superintendent highly effective at working with designers, contractors and employees to accomplish large projects under tight deadlines. Detail-oriented and organized professional with a disciplined approach and strong follow-through.
- Blueprint interpretation
- Manpower, Sub trade coordination
- Various concrete forming systems: EFCO, Aluma Systems, Symons, Wood Gang Forms, and Doka.
- Crane Operations: participating in critical pick plans, rigging, signal person.
- Structural Steel Fabrication
- Concrete finish
- Substructure demolition
- MSE walls erection
- Concrete pavement, curb, barrier walls / soundwalls erection
- Superstructure / footings, columns, caps, straddlebent.
- Substructure Build / bridge deck pours, conc. girders erection
- Segment Erection (balance Cantilever/Span & Span

## Skills

---

- |                                   |  |
|-----------------------------------|--|
| • Recruitment and hiring          | • Heavy Equipment Operation            |
| • Scheduling                      | • Contractor oversight                 |
| • Supervising                     | • Relationship building                |
| • Team Leadership                 | • Quality assurance                    |
| • Blueprints and Schematics       | • Relationship building and management |
| • New Construction and Renovation | • Safety and compliance                |
| • Budgeting                       | • Project Management                   |

## Work History

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**Superintendent**

12/20 to Current

**AJ General Construction Services, Inc. – Dover, FL**

- Overseeing and coordination of site crews, mentoring & coaching.
- Project coordination and smooth workflow by coordinating materials, inspections and contractor actions.
- Responsible for site logistics.
- Reviewed plans and inspected ongoing construction to keep work in line with project goals.
- Create and review work plans for daily work activities.
- Create 2 week schedules and coordinate materials and supplies for the crews.
- Log all data from gear inspections such as crane rigging, fall protection and tools, aerial equipment associated with all elevated work.

**Superintendent**

05/2018 to 12/2020

**Kiewit Corporation – Tampa, FL**

- Oversee coordination of site crews, mentoring & coaching.
- Supported project coordination and smooth workflow by coordinating materials, inspections and contractor actions.
- Responsible for site logistics.
- Reviewed plans and inspected ongoing construction to keep work in line with project goals.
- Perform new hire safety indoctrinations,.
- Create and review work plans for daily work activities.
- Log all data from gear inspections such as crane rigging, fall protection and tools, aerial equipment associated with all elevated work.
- Interpreted blueprints, specifications and schematics to complete accurate work.
- PROJECTS; Selmon west extension , building at bridge of 8 spans , and widening 4 bridges, retrofit demo and pour, structure, substructure and superstructure

**Superintendent**

01/2016 to 05/2018

**Orlando Airport International / Orlando Florida – Orlando, FL**

- Oversee coordination of site crews, mentoring & coaching.
- Handled scheduling of subcontractors and staff to complete projects within required timeframes.
- Identified and implemented strategic plans based on accurate readings of specifications and solid collaboration with project leadership.
- Sub trade coordination with respect to site access and safety.
- Perform new hire safety indoctrinations,.
- Create and review work plans for daily work activities.
- Log all data from gear inspections such as crane rigging, fall protection and tools, aerial equipment associated with all elevated work.

- Compiled daily field report, detailing all key activities and outlining project progress for stakeholders.
- Worked with inspectors, workers, and unions, to conduct weekly status updates.
- Interviewed, hired and trained new workers.

## **Superintendent**

01/2015 to 01/2016

### **Middlesex Corporation – Orlando, FL**

- Oversee coordination of site crews, mentoring & coaching.
- Supported project coordination and smooth workflow by coordinating materials, inspections and contractor actions.
- Sub trade coordination with respect to site access and safety.
- Worked with inspectors, workers, and unions, to conduct weekly status updates.
- Create and review work plans for daily work activities.
- Log all data from gear inspections such as crane rigging, fall protection and tools, aerial equipment associated with all elevated work.
- Interviewed, hired and trained new workers.
- Maintained zero site accidents and lost work days.
- Continuously inspected job sites for observation of safety protocols by staff and subcontractors.
- Monitored, coached and supervised personnel

## **General Foreman / Superintendent**

03/2004 to 01/2015

### **pcl construction – Tampa, FL**

- Oversee coordination of site crews, mentoring & coaching.
- Supervising all activities and task.
- Responsible for site logistics.
- Deliveries, Crane Coordination's,.
- Sub trade coordination with respect to site access and safety.
- Perform new hire safety indoctrinations,.
- Create and review work plans for daily work activities.
- Log all data from gear inspections such as crane rigging, fall protection and tools, aerial equipment associated with all elevated work.
- Responsible for scheduling and coordinating all deliveries to site.
- Segment erection balance cantilever & span by span, false work erection & installation.
- EFCO formwork installation, (footings, columns, straddle bents, intertie-tees,) shoring towers, stair towers set-up.
- Oversee site safety operations, craft coordination to ensure safe accessing to work areas.
- Mobile crane movement and set-up.
- Projects: I-4 Connector/Selmon Crosstown Expressway I-275 (SR 93) Himes Ave to Hillsborough River I-4 Interchange (SR 408) East to West Expressway West Palm FL, CM Risk US 1 (SR 5) Parker

Bascule Bridge South Carolina Ben Sawyer Swing Bridge Design-Build Virginia Gilmer ton  
Bascule Bridge Replacement Vermont, Brattleboro Bridge Project Shreveport, Louisiana I49  
Segment-K Archer western construction.

## Education

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### High School Diploma

Mexico Tamaulipas - Mexico

## Certifications

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Certificate for PCL Rigger / CPR Certified / Grouting Certification (expired) / MOT Traffic Control  
Certified (LDOTD) (FDOT) / OSHA 30



## **HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

03/29/2023

(date)

Hernando County  
Purchasing and Contracts Department  
15470 Flight Path Drive  
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any officer, partner, director, proprietor, associate or member of the business entity a former employee of Hernando County within the last two (2) years? No ☒ Yes ☐

Is any officer, partner, director, proprietor, associate or member of the business entity a relative or member of the household of a current Hernando County employee that had or will have any involvement with this procurement or contract authorization?

No ☒ Yes ☐

If the answer to either of the above questions is "Yes", complete the "Relatives and Former Hernando County Employees - Roles and Signatures" table (Part A and/or Part B, as applicable).

Bidder:

estimating@ajgeneralconstruct.com  
(Email address)



(Signature required)

Irma Juarez

(Print name)

President

(Print title)

5415 Shakespeare Dr Dover, FL  
(Address)

813.324.8302

(Phone)

(Fax)

82-082163

(Federal Taxpayer ID Number)

**Relatives and Former Hernando County Employees – Roles and Signatures**

**Part A: Employees that left Hernando County in the last two years.**

| Employee Name/Signature  | Job Performed for Hernando County | Current Role with Business Entity | Date Left Hernando County |
|--|-----------------------------------|-----------------------------------|---------------------------|
| <b>Name:</b> _____<br><br><b>Sign:</b> _____<br><ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County?<br/>No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul> |                                   |                                   |                           |
| <b>Name:</b> _____<br><br><b>Sign:</b> _____<br><ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County?<br/>No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul> |                                   |                                   |                           |
| <b>Name:</b> _____<br><br><b>Sign:</b> _____<br><ul style="list-style-type: none"> <li>Involved with this procurement on behalf of Hernando County?<br/>No <input type="checkbox"/> Yes <input type="checkbox"/></li> <li>Involved with proposal development for this procurement? No <input type="checkbox"/> Yes <input type="checkbox"/></li> </ul> |                                   |                                   |                           |

**Part B: Identify officers, partners, directors, proprietors, associates or members of the business entity that are relatives or members of the household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this procurement of contract.**

| Firm Officer, Partner, Director, Proprietor, Associate or Member Name | Name and Relationship of Relative or Member of Household Employed at Hernando County | Role at Hernando County | Hernando County employee's Role with this Procurement |
|---|--|-------------------------|---|
|   |  |                         |   |
|   |  |                         |   |
|   |  |                         |   |
|   |  |                         |   |
|   |  |                         |   |

(Make copies of this form as needed to list additional employees.)

**This document should be completed and returned with your submittal.**

# Mart Martinez

## Project Manager

### Expertise

21 years' experience in Heavy Civil Construction. With experience in building and supervising Substructures, Structures, Drainage & Grading.

### Trainings / Certifications

- Emergency Response Training
- Environmental Management Training
- Foundations for Operational Excellence Training
- Classification and Labeling of Chemicals Training
- Hand & Finger Injury Prevention Training
- Tower Cranes Training
- Mobile Cranes, Personnel Baskets & Rigging Training
- Trenching & Excavation
- Heavy Equipment Training
- Hot Work Training
- ATSSA MOT Adv2-Florida MOT Advanced Qualified
- NVCA Excavation Safety & Competent Person Certified
- Concrete Structures Superschool

### Additional Skills

- Bilingual (English / Spanish) Written & Spoken
- Great Organizational Skills
- Safety Oriented
- Quality Oriented

### EXPERIENCE

#### **AJ General, 2018 to Current**

Operations Manager for all Concrete Operations. Job duties include overseeing all daily operations as well as coordination with engineers and Project Management for job scheduling and material requests. Assisting the Engineering team when pricing and bidding Projects. Acquiring Concrete and materials for all Projects. Scheduling of employees and materials for all Projects.

#### **Gosalia, Northwest Corridor Project, Marietta, GA. 2016 to 2018**

Project Manager Trainee for the Slip Form Operation on one of the largest Slip Form Projects in the USA. Managed all 6 Slip Form crews and helped manage and assemble the Miller Slip Form Machine. The Northwest Corridor Project consisted of about 94 miles of various size slip form walls not including more mileage in hand form walls.

#### **Gosalia, I-95 Slab Replacement, Miami, FL. 2015 to 2016**

Project Manager General Superintendent on a all-night project that consisted in replacing slabs on one of Miami's most transited Interstate. This Project was roughly a year long and it required 7 OJT trainees that we had to train to use the pneumatic drill at night. My job duties included overseeing all the slab replacement crews as well as ordering and scheduling concrete and coordinating night plant openings. My responsibilities included gathering quantities, ordering concrete, scheduling of all operations, hiring and terminations as well as running all the crews on the Project.

#### **Gosalia, OBT, Orlando, FL. 2014 to 2015**

General Superintendent in charge of the Slab Replacement and Slab Work on a night Project on a busy and dangerous road in Orlando Florida. Job duties included scheduling crews and concrete and coordinating with the FDOT. My responsibilities included gathering quantities, ordering concrete, scheduling of all operations, hiring and terminations as well as running all the crews on the Project.

#### **Gosalia, I-275 Soundwall, Tampa, FL. 2013 to 2014**

General Superintendent on a project that was Subcontracted to Concrete Services by Prime Contractor Skanska. Concrete Services then Subcontracted the Soundwalls to Gosalia. I was hire by Gosalia as a General Superintendent to oversee the Construction of the Soundwalls from start to finish which included but not limited to rebar, formwork, concrete and point and patch.

#### **Skanska, I-275, Tampa, FL. 2012 to 2013**

Level 3 Superintendent, responsible for overseeing the Drainage and MSE Walls crews and Operations.

#### **PCL, I-4 Connector/Selmon Crosstown, Tampa, FL. 2011 to 2012**

General Superintendent of Superstructures. I was responsible for overseeing 6 Superstructures crews. Job duties included setting gutters, building diaphragms, setting overhang jacks, setting the Bidwell & Pouring the Decks. Job duties also included Supervising 2 Subcontractors.

#### **Kiewit, US-92 Slab Replacement, Jacksonville, FL. 2010 to 2011**

General Superintendent on a Barrier Project. I was responsible for the Flat Work and Precast Barrier as well as all crews. My responsibilities included gathering quantities, ordering concrete, scheduling of all operations, hiring and terminations as well as running all the crews on the Project.

**Kiewit, I-95, Cocoa Beach, FL. 2009 to 2010**

Field Superintendent in charge of the Paving and Drainage Operations.

**Kiewit, Mills Avenue, Orlando, FL. 2008 to 2009**

Field Superintendent for Roadway and Embankment as well as for Slab Replacements. I was responsible for all field Operations and all Crews on the Project. My responsibilities included gathering quantities, ordering concrete, scheduling of all operations, hiring and terminations as well as running all the crews on the Project.

**Kiewit, SR-464, Ocala, FL. 2007 to 2008**

MSE Wall and Grading Foreman. I oversaw the MSE Wall and Bridge Work Operations. My job duties included setting Gutters, MSE Wall, Precast and Drainage.

**Kiewit, I-4 Project, Tampa, FL. 2004 to 2007**

Superstructures Foreman for bridge work and columns.

**PCL, Crosstown Expressway, Tampa, FL. 2003 to 2004**

Column and Footing Foreman. I was responsible for overseeing the Column and Footing Operations. I also assisted in the End Bend Operations.

**Kiewit, Key Deer Crossing, Key West, FL. 2002 to 2003**

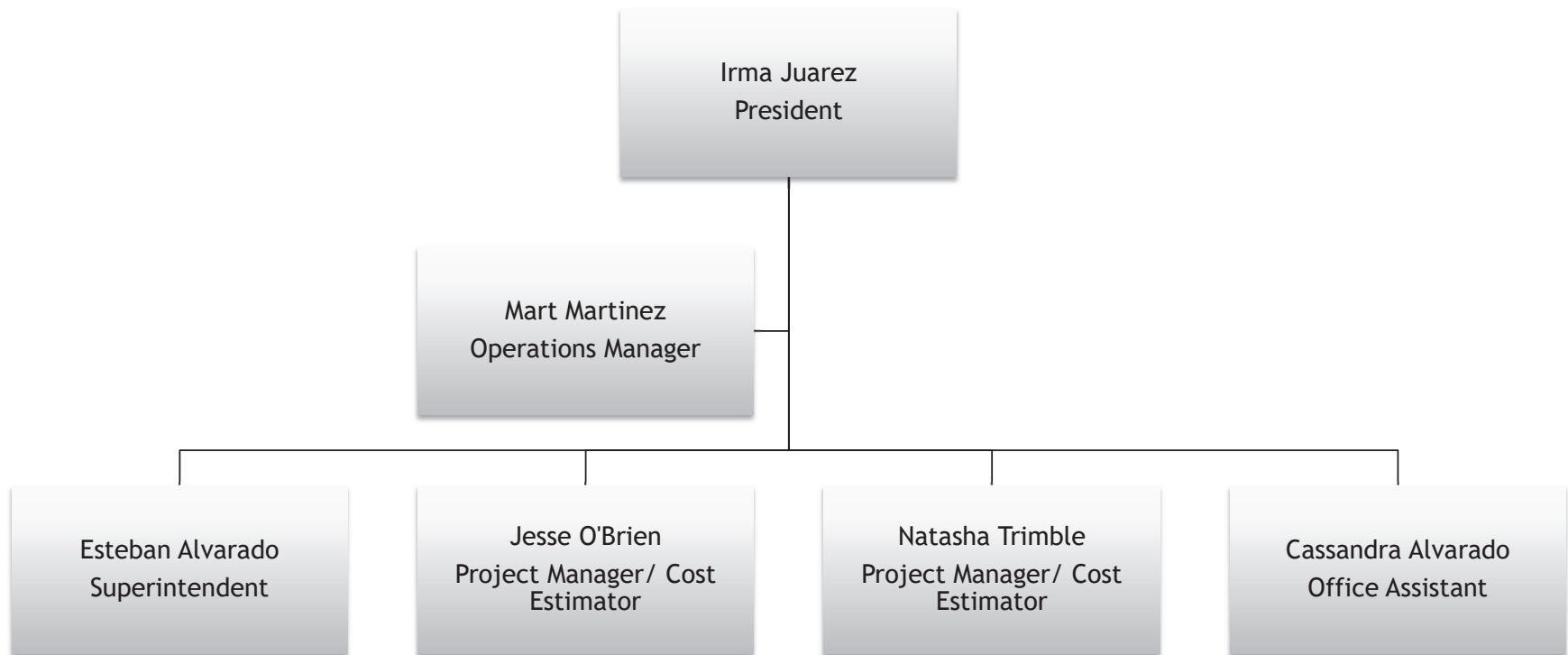
This Project consisted of building a bridge over US-1 in Big Pine Key for the Key Deer to cross the road safely. I was the leadman of the Pile Driving Operation. I was also in charge of building the footings for the columns and the MSE Walls.

**Kiewit, Rosebay Bridge, Daytona Beach, FL. 2001 to 2002**

This Project consisted of building a bridge in Port Orange over the Rosebay River in Daytona Beach, FL. I started on this Project as a Carpenter and I was promoted to Lead Man by the end of the Project.



# AJ General Construction Services, Inc.





Skanska-Granite-Lane, Joint Venture  
1551 Sandspur Rd. Suite 200  
Maitland, FL 32751  
Phone (407) 623-6300  
Fax (407) 623-6302

Sent Via Email  
042298

Letter No. I4U-02-SGL-AJG-LTR-LOR2021

May 4th, 2021

AJ General Construction Services, Inc.

**Attention:** Ms. Irma Juarez  
**Reference:** SGL Subcontractor No: 90002960-OS-128320  
1-4 Ultimate Project  
Contract No. Fin No. 432193-1-52-01  
**Subject:** Letter of Reference

**Ms. Juarez;**

Skanska Granite Lane Constructors (SGL) is pleased to provide this letter of reference to A J General Construction Services, Inc (AJG) for the work completed on the I4U construction thru Orlando, Florida between June 2018 and May 2021.

AJG self-performed [all supervision, labor and equipment] a number of different construction services as defined in FDOT Class 40\*, including:

Construct Reinforced Concrete Pylons, Planter walls and Aesthetic features throughout the I4U corridor

Construct FDOT standard 8' and 14' Sound wall throughout the I4U corridor

Construct FDOT standard 32" and 42" traffic barrier rail throughout the I4U corridor

Construct CFX standard 32" and 42" aesthetic barrier wall, 408 interchange with I4

*With a net present value of \$5,055,834.98, or approximately \$1,685,278.00 per annum.*

All work was completed within SGL's prescribed timelines and schedules, meeting the project specifications and adhering to the QA/QC and Safety Plans. AJG was able to accommodate SGL's production demands and was cooperative in coordinating their work with multiple other SGL disciplines and subcontractors in this complex construction project.

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,  
**Skanska-Granite-Lane, Joint Venture**

  
John P Birch  
Project Manager – SGL, Area 2S Manager

1551 Sandspur Rd. Suite 200 Maitland, FL 32751



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1551 Sandspur Rd. Suite 200  
Maitland, FL 32751  
Phone (407) 623-6300  
Fax (407) 623-6302

- Cast in place sound walls
- Concrete rehabilitation
- Concrete Traffic Separator
- Noise barrier Wall
- Sound wall
- Spall Repairs
- Retaining Walls

## TRENCH SAFETY ACT COMPLIANCE FORM

1. The Vendor/Contractor acknowledges the existence of the Florida Trench Safety Act at §553.60 through 553.64, Florida Statutes (current version) (hereinafter called the "Act") and the requirements established herein.
2. The Vendor/Contractor further acknowledges that the Act stabled the Federal excavation safety standards set forth at 29 CFR Part 1926, Subpart P as the Interim State standard applicable to this project.
3. The Vendor/Contractor will comply with all applicable trench safety standards, during all phases of the work, if awarded the Contract, and will ensure that all subcontractors will also comply with the Act.
4. The Vendor/Contractor will consider the geotechnical information available from the County, from its own sources and all other relevant information in its design of the trench safety system it will employ on the subject project. The Vendor/Contractor acknowledges that the County is not obligated to provide such information, that Vendor/Contractor is not to rely solely on such information if provided, and that Vendor/Contractor is solely responsible for the selection of the data on which he relies in designing said safety system, as well as for the system itself.
5. The Vendor/Contractor acknowledges that included in the total price in the Bid Form are costs for complying with the Florida Trench Safety Act, which is in effect as of October 1, 1990. The undersigned further identifies the costs to be \$\_\_\_\_\_ per lineal foot.
6. The amount in Item 5 herein includes the trench safety compliance methods and the units of each safety measure. The unit costs and the unit prices are shown solely for the purpose of compliance with the procedural requirements of the Act.

|    | Trench Safety Compliance Method | Unit (LF, SY) | Quantity | Unit Cost | Extended Cost |
|----|---------------------------------|---------------|----------|-----------|---------------|
| A. | N/A                             |               |          | \$        | \$            |
| B. |                                 |               |          | \$        | \$            |
| C. |                                 |               |          | \$        | \$            |
| D. |                                 |               |          | \$        | \$            |
|    |                                 |               |          | TOTAL:    |               |

Use additional blank sheets to further itemize if more room is required.

7. Acceptance of the bid to which this certification and disclosure applies in no way represents that the County or its representatives have evaluated or determined that the above costs are adequate to comply with the applicable trench safety requirements, nor does it in anyway relieve the undersigned of his sole responsibility for complying all applicable safety requirements.

Company: AJ General Construction Services, Inc.

By: *Imma Turetz* 3/29/2023

Authorized Signature      Date

**This document should be completed and returned with your submittal.**





County of Hernando  
Procurement Department  
Toni Brady, Chief Procurement Officer  
15470 Flight Path Drive, Brooksville, FL 34604

EVALUATION TABULATION  
ITB No. 23-C00002/DK  
Multi Sidewalk Repairs  
RESPONSE DEADLINE: March 29, 2023 at 3:00 pm  
Report Generated: Friday, March 31, 2023

SELECTED VENDOR TOTALS

| Vendor                                 | Total          |              |
|--|----------------|--------------|
| AJ General Construction Services, Inc. | \$244,241.0249 | 1-Year Total |
|  | \$732,723.06   | 3-Year Total |
| Property Services GC                   | \$398,428.0004 | 1-Year Total |
|  | \$1,195,284.00 | 3-Year Total |

Alisa Pike

Digitally signed by  
Alisa Pike  
Date: 2023.04.21  
13:27:09 -04'00'



## DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DR ♦ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**DATE:** 04/17/2023

**TO:** Alisa Pike, Procurement Coordinator

**FROM:** Nicholas J. Babino, Contract and Training Coordinator

**SUBJECT:** Recommendation for Award, Bid No. 23-C00002/DK,  
Project Name Multi Sidewalk Repairs

The attached Bid received from AI General Construction Services for the above referenced project/solicitation are 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), Policy 140I, 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 on or by 5:00 PM on April 7, 2023.

1. Total Contract Bid Price is: \$244,241.02
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.

### LOWEST BIDDER and References Passed

6. Provide the funding information: Fund 1017 Dept 03232 Account 5303401  
and Fund Description (Example: General Fund, Contracted Services) Contracted Services  
Required to check: ☐ General Fund ☐ Grant Funded ☐ MSBU ☒ Gas Tax ☐ Enterprise

Recommendation Approved By: [Signature] Date: 4/18/23  
Department Director/Manager

Enclosure



**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA  
SAMPLE CONSTRUCTION AGREEMENT**

This Contract, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Hernando County Board of County Commissioners, hereafter called the COUNTY, and \_\_\_\_\_, hereinafter called the VENDOR/CONTRACTOR. Owner and Vendor/Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follow:

**MULTI SIDEWALK REPAIRS**

**ITB NO. 23-C00002/AP**

**SPRING HILL, 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 the General Conditions, Special Conditions, Supplementary Conditions, Exhibits, Plans, Specifications, and other Contract Documents, all of which are made a part hereof and designated as follows:

- 1.01.1** The Contract Documents for Bid No. 23-C00002/AP consist of the following:

**Solicitation-Offer-Award**

**Advertisement of Bid**

**Solicitation Instructions**

**General Conditions**

**Special Conditions**

**Scope and Specifications**

**Bid Form**

**Required Forms and Certifications**

**Construction Agreement and Required Documents After Award**

**Reference Documents**

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.

Amending and Supplementing 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 Change Order.

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:

1. A Field Order;
2. Engineer's approval of a shop drawing or sample; or
3. Engineer's written interpretation or clarification per the provisions described in the Contract Documents.

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.

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.

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 Bid
  2. Documentation submitted by Vendor/Contractor after the Notice of Award:
    - a. Insurance Certificate
    - b. Payment and Performance Bond
- 1.02** 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)
- 1.03** The documents listed in the Article are attached to this Agreement (except as expressly noted otherwise).
- 1.04** There are no Contract Documents other than those listed in this Article
- 1.05** The Contract Documents may only be amended, modified, or supplemented as stated in Paragraph 55.

## **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 **NA**, for the plans and specifications. **Nicholas Babino, Hernando County Public Works Department, Or Stephen Stack, Hernando County Public Works Department** will act as the Owner'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:

3.01.1 All time limits for completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 3.02 Days to Achieve Substantial Completion and Final Payment:

3.02.1 Vendor/Contractor agrees that the work will be substantially complete within **forty-five (45)** calendar days after the commencement date indicated in the Notice to Proceed and ready for final payment within **sixty (60)** calendar days after the date indicated on the Notice to Proceed.

#### 3.03 Liquidated Damages:

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 **nine hundred fifty-eight (\$958.00)**. 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.

### ARTICLE 4 – CONTRACT PRICE

4.01 Owner 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:

|  |                |
|--|----------------|
| Two hundred forty-four thousand two hundred forty-one dollars and<br>two cents | (\$244,241.02) |
| (words)  | (figure)       |

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 56.2.2.

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 Paragraph 56.3, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner Designated Representative as provided in Paragraph 56.3. Unit prices have been computed as provided in Paragraph 56.3.

**PRICE TABLES**  
**SPRING HILL DRIVE SIDEWALK LOCATIONS**  
Five (5) Feet Wide

| Line Item | Description             | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 12049 Spring Hill Drive | 12          | 6.67                   | SY   | \$149.59  | \$997.7653   |
| 2         | 9123 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 3         | 9015 Spring Hill Dr.    | 9           | 5                      | SY   | \$149.59  | \$747.95     |
| 4         | 7567 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 5         | 7009 Spring Hill Dr.    | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 6         | 7005 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 7         | 7001 Spring Hill Dr.    | 6           | 3.33                   | SY   | \$149.59  | \$498.1347   |
| 8         | 6213 Spring Hill Dr.    | 16          | 8.89                   | SY   | \$149.59  | \$1,329.8551 |
| 9         | 6153 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 10        | 6145 Spring Hill Dr.    | 15          | 8.33                   | SY   | \$149.59  | \$1,246.0847 |
| 11        | 6137 Spring Hill Dr.    | 8           | 4.44                   | SY   | \$149.59  | \$664.1796   |
| 12        | 6344 Spring Hill Dr.    | 30.5        | 16.94                  | SY   | \$149.59  | \$2,534.0546 |
| 13        | 6392 Spring Hill Dr.    | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 14        | 7016 Spring Hill Dr.    | 14          | 7.78                   | SY   | \$149.59  | \$1,163.8102 |

| Line Item | Description          | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|----------------------|-------------|------------------------|------|-----------|--------------|
| 15        | 7048 Spring Hill Dr. | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 16        | 7072 Spring Hill Dr. | 9           | 5                      | SY   | \$149.59  | \$747.95     |
| 17        | 7072 Spring Hill Dr. | 9           | 5                      | SY   | \$149.59  | \$747.95     |
| 18        | 7224 Spring Hill Dr. | 17.5        | 9.72                   | SY   | \$149.59  | \$1,454.0148 |
| 19        | 7224 Spring Hill Dr. | 17          | 9.44                   | SY   | \$149.59  | \$1,412.1296 |
| 20        | 7268 Spring Hill Dr. | 12          | 6.67                   | SY   | \$149.59  | \$997.7653   |
| 21        | 7556 Spring Hill Dr. | 20          | 11.11                  | SY   | \$149.59  | \$1,661.9449 |
| 22        | 7556 Spring Hill Dr. | 10          | 5.56                   | SY   | \$149.59  | \$831.7204   |
| 23        | 7560 Spring Hill Dr. | 10          | 5.56                   | SY   | \$149.59  | \$831.7204   |
| 24        | 7566 Spring Hill Dr. | 54          | 30                     | SY   | \$149.59  | \$4,487.70   |
| 25        | 8008 Spring Hill Dr. | 25          | 13.89                  | SY   | \$149.59  | \$2,077.8051 |
| 26        | 8032 Spring Hill Dr. | 15          | 8.33                   | SY   | \$149.59  | \$1,246.0847 |
| 27        | 8050 Spring Hill Dr. | 20          | 11.11                  | SY   | \$149.59  | \$1,661.9449 |
| 28        | 8050 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 29        | 8060 Spring Hill Dr. | 55          | 30.56                  | SY   | \$149.59  | \$4,571.4704 |
| 30        | 8060 Spring Hill Dr. | 45          | 25                     | SY   | \$149.59  | \$3,739.75   |

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-----------------------|-------------|------------------------|------|-----------|--------------|
| 31        | 8522 Spring Hill Dr.  | 10          | 5.56                   | SY   | \$149.59  | \$831.7204   |
| 32        | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 33        | 9108 Spring Hill Dr.  | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| 34        | 9108 Spring Hill Dr.  | 35          | 19.44                  | SY   | \$149.59  | \$2,908.0296 |
| 35        | 9118 Spring Hill Dr.  | 20.5        | 11.39                  | SY   | \$149.59  | \$1,703.8301 |
| 36        | 10202 Spring Hill Dr. | 5           | 2.78                   | SY   | \$149.59  | \$415.8602   |
| TOTAL     |                       |             |                        |      |           | \$47,662.36  |

#### MARINER ODD SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 6225 Mariner Blvd | 21          | 11.67                  | SY   | \$150.39  | \$1,755.0513 |
| 2         | 5555 Mariner Blvd | 21          | 11.67                  | SY   | \$150.39  | \$1,755.0513 |
| 3         | 5355 Mariner Blvd | 9           | 5                      | SY   | \$150.39  | \$751.95     |
| 4         | 5355 Mariner Blvd | 25          | 13.89                  | SY   | \$150.39  | \$2,088.9171 |
| 5         | 5231 Mariner Blvd | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487 |



| Line Item | Description                   | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total         |
|-----------|-------------------------------|-------------|------------------------|------|-----------|---------------|
| 6         | 5231 Mariner Blvd             | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487  |
| 7         | 5231 Mariner Blvd             | 5           | 2.78                   | SY   | \$150.39  | \$418.0842    |
| 8         | 5193 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684    |
| 9         | 5179 Mariner Blvd             | 6.5         | 3.61                   | SY   | \$150.39  | \$542.9079    |
| 10        | 4661 Mariner Blvd             | 4           | 2.22                   | SY   | \$150.39  | \$333.8658    |
| 11        | 4661 Mariner Blvd             | 34          | 18.89                  | SY   | \$150.39  | \$2,840.8671  |
| 12        | 4543 Mariner Blvd             | 95          | 52.78                  | SY   | \$150.39  | \$7,937.5842  |
| 13        | 4513 Mariner Blvd             | 45          | 25                     | SY   | \$150.39  | \$3,759.75    |
| 14        | Across from 4488 Mariner Blvd | 145         | 80.56                  | SY   | \$150.39  | \$12,115.4184 |
| 15        | 4411 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684    |
| 16        | 4351 Mariner Blvd             | 65          | 36.11                  | SY   | \$150.39  | \$5,430.5829  |
| 17        | 4169 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684    |
| 18        | 4125 Mariner Blvd             | 17          | 9.44                   | SY   | \$150.39  | \$1,419.6816  |
| 19        | 3449 Mariner Blvd             | 10          | 5.56                   | SY   | \$150.39  | \$836.1684    |
| 20        | 3369 Mariner Blvd             | 40          | 22.22                  | SY   | \$150.39  | \$3,341.6658  |
| 21        | 3297 Mariner Blvd             | 5           | 2.78                   | SY   | \$150.39  | \$418.0842    |

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 22        | 3209 Mariner Blvd | 57          | 31.67                  | SY   | \$150.39  | \$4,762.8513 |
| 23        | 2317 Mariner Blvd | 5           | 2.78                   | SY   | \$150.39  | \$418.0842   |
| 24        | 2277 Mariner Blvd | 40          | 22.22                  | SY   | \$150.39  | \$3,341.6658 |
| 25        | 2157 Mariner Blvd | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487 |
| 26        | 2137 Mariner Blvd | 45          | 25                     | SY   | \$150.39  | \$3,759.75   |
| 27        | 2097 Mariner Blvd | 15          | 8.33                   | SY   | \$150.39  | \$1,252.7487 |
| TOTAL     |                   |             |                        |      |           | \$65,547.48  |

#### MARINER EVEN SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 2096 Mariner Blvd | 7           | 4.67                   | SY   | \$155.43  | \$725.8581   |
| 2         | 2096 Mariner Blvd | 10          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 3         | 2320 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 4         | 2320 Mariner Blvd | 12          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 5         | 2320 Mariner Blvd | 7           | 3.89                   | SY   | \$155.43  | \$604.6227   |

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 6         | 2470 Mariner Blvd | 12          | 6.67                   | SY   | \$155.43  | \$1,036.7181 |
| 7         | 2470 Mariner Blvd | 9           | 5                      | SY   | \$155.43  | \$777.15     |
| 8         | 2478 Mariner Blvd | 7           | 3.89                   | SY   | \$155.43  | \$604.6227   |
| 9         | 3140 Mariner Blvd | 13          | 7.22                   | SY   | \$155.43  | \$1,122.2046 |
| 10        | 4080 Mariner Blvd | 15          | 8.33                   | SY   | \$155.43  | \$1,294.7319 |
| 11        | 4080 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 12        | 4080 Mariner Blvd | 35          | 19.44                  | SY   | \$155.43  | \$3,021.5592 |
| 13        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 14        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 15        | 4080 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 16        | 4080 Mariner Blvd | 5           | 2.78                   | SY   | \$155.43  | \$432.0954   |
| 17        | 4106 Mariner Blvd | 15          | 8.33                   | SY   | \$155.43  | \$1,294.7319 |
| 18        | 4288 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 19        | 4488 Mariner Blvd | 16          | 8.89                   | SY   | \$155.43  | \$1,381.7727 |
| 20        | 5030 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 21        | 5030 Mariner Blvd | 6           | 3.33                   | SY   | \$155.43  | \$517.5819   |

| Line Item |  | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|--|-------------------|-------------|------------------------|------|-----------|--------------|
| 22        |  | 5090 Mariner Blvd | 5           | 3.33                   | SY   | \$155.43  | \$517.5819   |
| 23        |  | 5302 Mariner Blvd | 31          | 17.22                  | SY   | \$155.43  | \$2,676.5046 |
| 24        |  | 5306 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 25        |  | 5346 Mariner Blvd | 29          | 16.11                  | SY   | \$155.43  | \$2,503.9773 |
| 26        |  | 5400 Mariner Blvd | 50          | 27.78                  | SY   | \$155.43  | \$4,317.8454 |
| 27        |  | 5416 Mariner Blvd | 23          | 12.78                  | SY   | \$155.43  | \$1,986.3954 |
| 28        |  | 5424 Mariner Blvd | 8           | 4.44                   | SY   | \$155.43  | \$690.1092   |
| 29        |  | 5440 Mariner Blvd | 20          | 17.78                  | SY   | \$155.43  | \$2,763.5454 |
| 30        |  | 5498 Mariner Blvd | 20          | 11.11                  | SY   | \$155.43  | \$1,726.8273 |
| 31        |  | 5542 Mariner Blvd | 18          | 10                     | SY   | \$155.43  | \$1,554.30   |
| 32        |  | 6000 Mariner Blvd | 9           | 5                      | SY   | \$155.43  | \$777.15     |
| 33        |  | 6000 Mariner Blvd | 15          | 15                     | SY   | \$155.43  | \$2,331.45   |
| 34        |  | 6514 Mariner Blvd | 20          | 11.11                  | SY   | \$155.43  | \$1,726.8273 |
| 35        |  | 6514 Mariner Blvd | 10          | 5.56                   | SY   | \$155.43  | \$864.1908   |
| 36        |  | 6800 Mariner Blvd | 46          | 30.67                  | SY   | \$155.43  | \$4,767.0381 |
| 37        |  | 6800 Mariner Blvd | 14          | 7.78                   | SY   | \$155.43  | \$1,209.2454 |



| Line Item | Description | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total       |
|-----------|-------------|-------------|------------------------|------|-----------|-------------|
| TOTAL     |             |             |                        |      |           | \$50,224.09 |

#### NORTHCLIFFE SIDEWALK LOCATIONS

Five (5) Feet Wide

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-----------------------|-------------|------------------------|------|-----------|--------------|
| 1         | 8454 Northcliffe Blvd | 10          | 5.56                   | SY   | \$178.30  | \$991.348    |
| 2         | 9064 Northcliffe Blvd | 30          | 16.67                  | SY   | \$178.30  | \$2,972.261  |
| 3         | 9166 Northcliffe Blvd | 30          | 16.67                  | SY   | \$178.30  | \$2,972.261  |
| 4         | 9226 Northcliffe Blvd | 24          | 13.33                  | SY   | \$178.30  | \$2,376.739  |
| 5         | 9236 Northcliffe Blvd | 5           | 2.78                   | SY   | \$178.30  | \$495.674    |
| 6         | 9264 Northcliffe Blvd | 37          | 20.56                  | SY   | \$178.30  | \$3,665.848  |
| 7         | 9334 Northcliffe Blvd | 26          | 14.44                  | SY   | \$178.30  | \$2,574.652  |
| 8         | 9506 Northcliffe Blvd | 33          | 18.33                  | SY   | \$178.30  | \$3,268.239  |
| 9         | 9576 Northcliffe Blvd | 13          | 7.22                   | SY   | \$178.30  | \$1,287.326  |
| 10        | 9421 Northcliffe Blvd | 111         | 61.67                  | SY   | \$178.30  | \$10,995.761 |
| 11        | 9373 Northcliffe Blvd | 7           | 3.89                   | SY   | \$178.30  | \$693.587    |

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total       |
|-----------|-----------------------|-------------|------------------------|------|-----------|-------------|
| 12        | 9281 Northcliffe Blvd | 24          | 13.33                  | SY   | \$178.30  | \$2,376.739 |
| 13        | 9249 Northcliffe Blvd | 17          | 9.44                   | SY   | \$178.30  | \$1,683.152 |
| 14        | 9241 Northcliffe Blvd | 12          | 6.67                   | SY   | \$178.30  | \$1,189.261 |
| 15        | 9167 Northcliffe Blvd | 57          | 31.67                  | SY   | \$178.30  | \$5,646.761 |
| 16        | 9093 Northcliffe Blvd | 15          | 8.33                   | SY   | \$178.30  | \$1,485.239 |
| 17        | 9001 Northcliffe Blvd | 21          | 11.67                  | SY   | \$178.30  | \$2,080.761 |
| 18        | 8183 Northcliffe Blvd | 15          | 8.33                   | SY   | \$178.30  | \$1,485.239 |
| TOTAL     |                       |             |                        |      |           | \$48,240.84 |

#### LANDOVER SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description        | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total      |
|-----------|--------------------|-------------|------------------------|------|-----------|------------|
| 1         | 5151 Landover Blvd | 18          | 8                      | SY   | \$178.30  | \$1,426.40 |
| 2         | 5152 Landover Blvd | 10          | 4.44                   | SY   | \$178.30  | \$791.652  |
| 3         | 4616 Landover Blvd | 36          | 16                     | SY   | \$178.30  | \$2,852.80 |
| 4         | 4608 Landover Blvd | 10          | 4.44                   | SY   | \$178.30  | \$791.652  |

| Line Item | Description           | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total       |
|-----------|-----------------------|-------------|------------------------|------|-----------|-------------|
| 5         | 4619 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826   |
| 6         | 4593 Landover Blvd    | 11          | 4.89                   | SY   | \$178.30  | \$871.887   |
| 7         | 4415 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826   |
| 8         | 3333 Landover Blvd    | 25          | 11.11                  | SY   | \$178.30  | \$1,980.913 |
| 9         | 3100 Landover Blvd    | 64          | 28.44                  | SY   | \$178.30  | \$5,070.852 |
| 10        | South of Hemlock 2878 | 10          | 4.44                   | SY   | \$178.30  | \$791.652   |
| 11        | 2736 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826   |
| 12        | 2738 Landover Blvd    | 5           | 2.22                   | SY   | \$178.30  | \$395.826   |
| 13        | 2640 Landover Blvd    | 10          | 4.44                   | SY   | \$178.30  | \$791.652   |
| 14        | 2634 Landover Blvd    | 15          | 6.67                   | SY   | \$178.30  | \$1,189.261 |
| TOTAL     |                       |             |                        |      |           | \$18,142.02 |

#### SEVEN HILLS SIDEWALK LOCATIONS

Four (4) Feet Wide

| Line Item | Description  | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total      |
|-----------|--------------|-------------|------------------------|------|-----------|------------|
| 1         | 1175 Muscovy | 8           | 3.56                   | SY   | \$191.99  | \$683.4844 |

| Line Item | Description       | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total        |
|-----------|-------------------|-------------|------------------------|------|-----------|--------------|
| 2         | 1208 Venetia      | 25          | 11.11                  | SY   | \$191.99  | \$2,133.0089 |
| 3         | 1234 Masada       | 16          | 7.11                   | SY   | \$191.99  | \$1,365.0489 |
| 4         | 1269 Hubbard      | 15          | 6.67                   | SY   | \$191.99  | \$1,280.5733 |
| 5         | 1281 Hubbard      | 6           | 2.67                   | SY   | \$191.99  | \$512.6133   |
| 6         | 1155 Overland     | 5           | 2.22                   | SY   | \$191.99  | \$426.2178   |
| 7         | 10405 Ventura     | 11          | 4.89                   | SY   | \$191.99  | \$938.8311   |
| 8         | 256 Woodstream    | 6           | 2.67                   | SY   | \$191.99  | \$512.6133   |
| 9         | 10340 Fairchild   | 10          | 4.44                   | SY   | \$191.99  | \$852.4356   |
| 10        | 10467 Fairchild   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844   |
| 11        | 10430 Audie Brook | 7           | 3.11                   | SY   | \$191.99  | \$597.0889   |
| 12        | 10400 Audie Brook | 12          | 5.33                   | SY   | \$191.99  | \$1,023.3067 |
| 13        | 10364 Locker      | 6           | 2.67                   | SY   | \$191.99  | \$512.6133   |
| 14        | 1028 Tournament   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844   |
| 15        | 1069 Hook         | 7           | 3.11                   | SY   | \$191.99  | \$597.0889   |
| 16        | 1017 Tournament   | 8           | 3.56                   | SY   | \$191.99  | \$683.4844   |
| 17        | 493 Rio Vista     | 11          | 4.89                   | SY   | \$191.99  | \$938.8311   |



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| Line Item | Description | Linear Feet | Estimated Square Yards | Unit | Unit Cost | Total       |
|-----------|-------------|-------------|------------------------|------|-----------|-------------|
| TOTAL     |             |             |                        |      |           | \$14,424.20 |

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|  |    |   |                |
|--|----|---|----------------|
| ESTIMATED TOTAL OF ALL UNIT PRICE WORK | \$ | Two hundred forty-four thousand two hundred forty-one dollars and two cents | \$(244,241.02) |
|  |    | (use words)   | (figure)       |

## ARTICLE 5 – PAYMENT PROCEDURES

### 5.01 Submittal and Processing of Payments:

**5.01.1** Vendor/Contractor shall submit Applications for Payment in accordance with Paragraph 59.2.1. Applications for Payment will be processed by Owner Designated Representative as provided in the Contract Documents.

### 5.02 Progress Payments; Retainage:

**5.02.1** Owner 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, Part VII, Ch. 218.735, F.S. (current version), 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 Owner Designated Representative may determine or Owner 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 Owner Designated Representative's recommendation of payment in accordance with Paragraph 59.7.1, Owner shall pay Vendor/Contractor the remainder of the Contract Price as 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.

**5.03.2** Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Vendor/Contractor when the work has been completed, the Contract fully performed, NPDES – FDEP Notice of Termination (NOT) has been delivered to the Owner Designated Representative and a final Certificate for Payment has been issued by the Owner Designated Representative.

## **ARTICLE 6 – INTEREST**

**6.01** 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 Owner to enter into this Agreement 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 as to 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 as to 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 Owner 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:

- 8.01.1** Terms used in this Agreement will have the meanings stated in the Contract Documents.

**8.02** Assignment of Contract:

- 8.02.1** 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:

- 8.03.1** 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 Owner 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 Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one (1) 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 Two Hundred Forty-Four Thousand Two Hundred Forty-One dollars and Two Cents (\$244,241.02) and is based on the lump sum prices contained herein and subject to additions or deductions as modified.

OWNER:  
HERNANDO COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: JOHN ALLOCCO

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

AJ General Construction  
Services, Inc.

By:

Title:

Ima Dug  
President/Owner

[CORPORATE SEAL]

Attest:

Title:

Project manager

Address for giving notices:

5415 Shakespeare Dr.  
Dover, FL 33527

Agent for service of process:

(If Vendor/Contractor is a corporation or a partnership,  
attach evidence of authority to sign.)



## SOLICITATION - OFFER - AWARD

|   |  |  |                                     |
|---|--|--|-------------------------------------|
| SOLICITATION NO:<br><b>23-C00002/AP</b>   | SOLICITATION TITLE:<br><b>MULTI SIDEWALK REPAIRS</b> | DATE ISSUED:<br><b>FEBRUARY 15, 2023</b>   | CONTRACT NO:<br><b>23-C00002/AP</b> |
| ISSUED BY:<br><b>BOARD OF COUNTY COMMISSIONERS<br/>HERNANDO COUNTY, FLORIDA</b><br>John Allocco, Chairman<br>Elizabeth Narverud, Vice Chairman<br>Steve Champion, Second Vice Chairman<br>Jerry Campbell<br>Brian Hawkins |  | SUBMIT BID OFFER TO:<br><b>HERNANDO COUNTY<br/>PURCHASING AND CONTRACTS<br/>15470 FLIGHT PATH DRIVE<br/>BROOKSVILLE, FL 34604</b><br>Toni Brady<br>Chief Procurement Officer |                                     |

### SOLICITATION

| SEALED OFFERS, FOR FURNISHING THE SERVICES, SUPPLIES OR EQUIPMENT DESCRIBED HEREIN WILL BE RECEIVED AT THE OFFICE OF PURCHASING AND CONTRACTS DEPARTMENT, VIA HERNANDO COUNTY'S EPROCUREMENT PORTAL AT:<br><a href="http://secure.procurenow.com/portal/hermandocounty">http://secure.procurenow.com/portal/hermandocounty</a> . ON <b>MARCH 29, 2023</b> . 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 IN THE PURCHASING AND CONTRACTS CONFERENCE ROOM AT <b>3:00 P.M. ON MARCH 29, 2023</b> . PURSUANT TO FS 119.071 (current version), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM FINAL INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER. |  |     |       |            |               |
|--|--|-----|-------|------------|---------------|
| ITEM NO.   | DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT  | QTY | UNIT  | UNIT PRICE | TOTAL AMOUNT  |
| 1  | The Vendor/Contractor will supply all materials, labor, and equipment in order to accomplish the Multi Sidewalk Repairs project, as described in the specifications and construction plans showing the proposed improvements in Hernando County, Florida.<br><br>(SEE ATTACHED SPECIFICATIONS) | X   | XXXXX | XXXXXXXXXX | \$ 244,241.02 |

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

|  |   |   |  |                                       |   |
|--|---|---|--|---------------------------------------|---|
| IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS BID FOR THE BIDDER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN <b>ONE HUNDRED TWENTY (120) DAYS</b> FROM THE BID OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS BID SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION FOR BIDS. |   |   |  |                                       |   |
| DISCOUNT FOR PROMPT PAYMENT: _____% 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% _____ CALENDAR DAYS  |   |   |  |                                       |   |
| BIDDER'S INFORMATION<br><b>AJ General Construction Services, Inc.</b><br><small>Company Name</small><br><b>5415 Shakespeare Dr</b><br><small>Address</small><br><b>Dover FL 33527</b><br><small>City State Zip Code</small><br><b>8133248302</b> <small>Estimating@ajgeneralconstruct.com</small><br><small>Phone Number Fax Number Email Address</small>  |   | NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID OFFER:<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%; vertical-align: top;"> <small>BIDDER'S SIGNATURE</small><br/> </td> <td style="width: 20%; vertical-align: top;"> <small>OFFER DATE</small><br/> <b>3/29/23</b> </td> </tr> </table> |  | <small>BIDDER'S SIGNATURE</small><br> | <small>OFFER DATE</small><br><b>3/29/23</b> |
| <small>BIDDER'S SIGNATURE</small><br>  | <small>OFFER DATE</small><br><b>3/29/23</b> |   |  |                                       |   |

### AWARD

(TO BE COMPLETED BY COUNTY)

|   |                  |                       |            |             |
|---|------------------|-----------------------|------------|-------------|
| REVIEWED FOR LEGAL SUFFICIENCY: 12/16/22  | LR NO.: 2022-607 | BY: Victoria Anderson |            |             |
| ACCEPTED AS TO ITEM(S) NO:  | AMOUNT:          | ACCOUNTING CODE:      |            |             |
| SUBMIT INVOICES TO:<br><b>Hernando County<br/>Public Works Department<br/>1525 East Jefferson Street<br/>Brooksville, Florida 34601</b>   |                  |                       |            |             |
| NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:<br><br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">SIGNATURE:</td> <td style="width: 20%;">AWARD DATE:</td> </tr> </table> |                  |                       | SIGNATURE: | AWARD DATE: |
| SIGNATURE:  | AWARD DATE:      |                       |            |             |



## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Procurement Department  
Prepared By: Carla Rossiter-Smith  
Initiator: Toni Brady  
DOC ID: 12147  
Legal Request Number: 23-213  
Bid/Contract Number:

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#### TITLE

Programmatic Agreement Letter to T-Mobile South, LLC

#### BRIEF OVERVIEW

On May 13, 2014, the Board of County Commissioners approved the Ground Lease and Bill of Sale of Duke Energy Tower (Agenda ID No. 9259). The agreement was for the purchase of a certain communication tower and associated equipment more fully described as a 275' Lattice Tower located at Latitude 28-30-46N Longitude 82-32-41W and located on State Road 50 in the SW 1/4 of Section 31, Township 22 South, Range 18 East, Hernando County, Florida (key no. 346691). Duke Energy maintains ownership of the land on which the tower is located and Hernando County leases the land from Duke Energy.

Section 106 of the National Historic Preservation Act of 1966 ("NHPA"), as amended, requires federal agencies to take into account the effects of certain of their Undertakings on Historic Properties and to afford the Advisory Council on Historic Preservation ("Council") a reasonable opportunity to comment with regard to such Undertakings. The Council adopted rules implementing Section 106 of the NHPA, setting forth the process, called the "Section 106 process," for complying with the NHPA. In addition, the Federal Communications Commission ("FCC") established rules and procedures for the licensing of non-federal government communications services, and the registration of certain antenna structures in the US. In an effort to streamline and improve the process, on March 16, 2001, the FCC, the Council, and the Conference executed the Nationwide Programmatic Agreement for the Collocation of Wireless Antennas (the "Collocation Agreement"), implementing exclusions from Section 106 review in order to streamline the review process for existing towers and other structures and thereby reducing the need for the construction of new towers and reducing potential adverse effects on historic properties. In an effort to carry out the streamlined measures, the Collocation Agreement requires the FCC, in coordination with licensees, tower companies and applicants for antenna licenses, to ensure certain measures are carried out.

Based upon the streamlined process, T-Mobile, as an applicant wanting to upgrade their equipment located on the tower, is required to certify if the antenna is included or excluded from review by submitting the Programmatic Agreement Letter (PAL). The purpose of PAL is to certify that the statements are correct.

Staff has confirmed with Duke Energy that statements 1 and 2 are correct. Staff has confirmed internally with Administration, the County Attorney's Office, and the Sheriff's Office that statements 3 and 4 are correct.

#### FINANCIAL IMPACT

None.

#### LEGAL NOTE

The Board has the authority to approve this agenda item pursuant to § 125.01 Fla. Stat.

**RECOMMENDATION**

It is recommended that the Board approve and authorize the Chairman's signature on the attached Programmatic Agreement Letter affirming that all statements in the letter are true as verified by Staff and Duke Energy.

**REVIEW PROCESS**

|                   |          |                     |
|-------------------|----------|---------------------|
| Toni Brady        | Approved | 05/01/2023 12:59 PM |
| Pamela Hare       | Approved | 05/01/2023 3:10 PM  |
| Victoria Anderson | Approved | 05/01/2023 4:47 PM  |
| Heidi Kurppe      | Approved | 05/02/2023 11:26 AM |
| Scott Herring     | Approved | 05/02/2023 1:12 PM  |
| Jeffrey Rogers    | Approved | 05/03/2023 10:04 PM |
| Colleen Conko     | Approved | 05/04/2023 9:47 AM  |

## AGENDA ITEM

Initiator: Russell Wetherington  
DOC ID: 9259  
Legal Request Number: 13-894  
Bid/Contract Number:

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### TITLE

Contract for Approval of Ground Lease and Bill of Sale of Duke Energy Tower

### BRIEF OVERVIEW

Duke Energy owns a certain communication tower and associated equipment more fully described as a 275' Lattice Tower located at Latitude 28-30-46N longitude 82-32-41W and located at State Road 50 in the SW 1/4 of section 31, township 22 south, range 18 East Hernando County, Florida. The asset is transferred "As Is", "Where Is".

The County agrees to a ten (10) year lease commencing on January 1, 2014 and shall terminate on December 31, 2023. This agreement shall be extended for an additional three (3) terms automatically, each consisting of a ten (10) year period, unless 180 day advance written notice of intent to terminate the lease agreement is provided by either of the parties to the other party. The County shall pay an annual "Base Rent" in the total amount of One Thousand Two Hundred and Thirty Three Dollars (\$1,233.00) which is a total of \$3.00 per square foot for four hundred and eleven (411) square feet. Each year following, the Base Rent shall be escalated by three percent (3%) per year.

### FINANCIAL IMPACT

Lease payment will be paid out of the Sheriff Budget.

### LEGAL NOTE

The Board has the authority to approve this agenda item pursuant to Fla. Stat. § 125.01.

### RECOMMENDATION

Staff recommends that the Board approve Bill of Sale and the Ground Lease agreement with Duke Energy and authorize the Chairman to sign the Bill of Sale and Ground Lease agreement.

### REVIEW PROCESS

|                      |           |                     |
|----------------------|-----------|---------------------|
| Russell Wetherington | Completed | 05/01/2014 10:01 AM |
| Bill Kicklighter     | Completed | 05/01/2014 11:48 AM |
| Pam Lee              | Completed | 05/05/2014 1:52 PM  |
| George Zoettlein     | Completed | 05/05/2014 2:01 PM  |
| Sue Bishop           | Completed | 05/05/2014 4:55 PM  |
| Jon Jouben           | Completed | 05/05/2014 4:58 PM  |



|                               |           |                    |
|-------------------------------|-----------|--------------------|
| Jenine Wimer                  | Completed | 05/06/2014 1:00 PM |
| Leonard Sossamon              | Completed | 05/06/2014 7:00 PM |
| Tina Duenninger               | Completed | 05/08/2014 9:48 AM |
| Board of County Commissioners | Completed | 05/13/2014 9:00 AM |

**RESULT:**      **ADOPTED [4 TO 0]**

**MOVER:**        Nicholas W. Nicholson, Vice Chairman

**SECONDER:**   David D. Russell Jr., Commissioner

**AYES:**         Wayne Dukes, Nicholas W. Nicholson, Diane B. Rowden, David D. Russell Jr.

**ABSENT:**       James E. Adkins

**BILL OF SALE AND LIABILITY RELEASE**

This Bill of Sale, dated as of 13 May, 20 14, is executed and delivered by Duke Energy Florida, Inc. ("Duke Energy"), a Florida Corporation, in favor of corporation **Hernando County Board of County Commissioners** ("County") with an address of 20 N. Main St, Room 365 Brooksville, FL 34601

**WHEREAS**, Duke Energy owns that certain communication tower and associated equipment more fully described as a 275' Lattice tower and any associated facilities identified by Duke Energy located at Latitude 28-31-46N Longitude 82-32-41W (the "Equipment") and located in Hernando County, Florida, located at State Rd #50 in the SW ¼ of section 31, township 22 south, range 18 East Hernando county Florida; and

**WHEREAS**, the County desires to take ownership of the Equipment and Duke Energy is willing to convey the Equipment to the County; and

**WHEREAS**, the Duke Energy and the County (the "Parties") have agreed that Duke Energy will transfer ownership of the Equipment to the County; upon the terms and conditions stated herein; and

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Duke Energy and the County hereby agree as follows:

- 1) Duke Energy hereby transfers, conveys, assigns and delivers to the County, its successors and assigns, the Equipment.
- 2) The County and Duke Energy each represent and warrant to one another that it has the right, power and authority to enter into and to execute this Bill of Sale and Release of Liability.
- 3) THE ASSET IS TRANSFERRED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", LATENT AND PATENT, AND WITHOUT SUPPORT, REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATIONS, REPRESENTATIONS OR WARRANTIES AS TO (a) VALUE, (b) CONDITION, (c) QUALITY, (d) WORKMANSHIP, (e) MERCHANTABILITY, (f) ELIGIBILITY FOR DEPRECIATION ALLOWANCE, (g) FIT FOR A PARTICULAR PURPOSE OR (h) AGAINST PATENT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY OR INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT.
- 4) The parties agree to perform the obligations set forth above in the WHEREAS paragraphs and agree that performance thereof constitutes a material portion of the consideration for this Bill of Sale and Release of Liability.
- 5) The County hereby agrees that in no event shall Duke Energy be liable to the County or any other person in warranty, negligence or strict liability regarding any defect, failure or malfunction in performance, design, manufacture or otherwise with respect to the Equipment, or for any damage (whether direct, consequential, incidental, punitive, indirect, special or otherwise) arising out of the sale, use or operation of the Equipment, regardless of the theory. the County on behalf of itself and its successors, heirs, assigns, and invitees, hereby release Duke Energy from any and all claims associated with the Equipment and shall indemnify, defend, and hold Duke Energy harmless from any and all claim, liability, cost or expense, including but not limited to bodily injury, death, or property damage, arising in connection with the Equipment from and after the date of this Bill of Sale and Release of Liability.

IN WITNESS WHEREOF, Duke Energy and the County have caused this instrument to be duly executed as of the date first written.

Board of County Commissioners,  
Hernando County, Florida

By: Wayne D. Baker

Chairman, Board of County Commissioners  
Hernando County, Florida



DUKE ENERGY FLORIDA, INC.

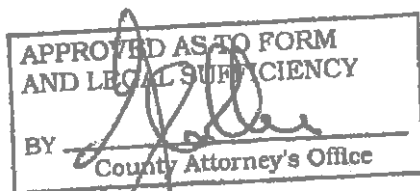
By: [Signature]

Title: Manager - Land Services

Site: 105529  
LU: 1186816  
Project: 105529-438632

Date: 5/13/14

Date: \_\_\_\_\_



## Colleen V. Conko

---

**From:** Balogh, Matthew <mbalogh@hernandosheriff.org>  
**Sent:** Friday, April 28, 2023 7:45 AM  
**To:** Carla Rossiter-Smith; Reichenberger, Tom  
**Cc:** Prestigiacomo, Donovan  
**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

**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.

Correct, we have not received any notification on items 3 and 4.

Matthew Balogh  
IT Director  
Hernando County Sheriff's Office  
18900 Cortez Blvd  
Brooksville, FL 34601  
Direct Number 352-797-3778  
[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)

---

**From:** Carla Rossiter-Smith <CRossiter-Smith@co.hernando.fl.us>  
**Sent:** Thursday, April 27, 2023 12:13 PM  
**To:** Reichenberger, Tom <Tom.Reichenberger@duke-energy.com>; Balogh, Matthew <mbalogh@hernandosheriff.org>  
**Cc:** Prestigiacomo, Donovan <dprestigiacomo@hernandosheriff.org>  
**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

Hi Matt,

For items 3 & 4, I can confirm that Administration nor Legal have not received notifications pertaining to either item. Will you please confirm that the Sheriff's Office has not received any either or indicate otherwise?

Thanks,

Carla Rossiter-Smith, MSM PMP  
Procurement and Grants Manager  
[Crossiter-smith@co.hernando.fl.us](mailto:Crossiter-smith@co.hernando.fl.us)  
Office: (352) 754-4004 ext. 24153  
Cell: (352) 667-4272

---

**From:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>  
**Sent:** Thursday, April 27, 2023 11:44 AM  
**To:** [mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)  
**Cc:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>; Carla Rossiter-Smith <[CRossiter-Smith@co.hernando.fl.us](mailto:CRossiter-Smith@co.hernando.fl.us)>



**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

**Importance:** High

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Matthew,

Yes, I confirm that items 1 & 2 can be answered in the affirmative.

Regards,

Tom Reichenberger



Project Manager  
Digital Infrastructure  
Duke Energy Florida, LLC  
Cell: 813-263-0859

*"Safety isn't expensive, it's priceless." Author Unknown*

---

**From:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>

**Sent:** Wednesday, April 26, 2023 8:53 AM

**To:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>

**Cc:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>

**Subject:** FW: [EXTERNAL] T-Mobile PAL Document Template for Signature

Tom,

See the request below from county legal. Can you confirm the items the county mentions below?

Matthew Balogh  
IT Director  
Hernando County Sheriff's Office  
18900 Cortez Blvd  
Brooksville, FL 34601  
Direct Number 352-797-3778  
[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)

---

**From:** Carla Rossiter-Smith <[CRossiter-Smith@co.hernando.fl.us](mailto:CRossiter-Smith@co.hernando.fl.us)>

**Sent:** Wednesday, April 26, 2023 8:49 AM

**To:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>

**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

Hi Matt,

I received some feedback from Legal and before this can be signed we will need to confirm a few things internally and then other items with Duke.

For items 1 & 2, on the PAL can Duke confirm via email that items 1 & 2 can be answered in the affirmative (or indicate otherwise)? Just a note here, that the county took ownership of the property in 2014. If Duke has any records supporting the answers to these items that would be great. That way we can get them added to our file for future requests of this type.

For items 3 & 4, I can confirm that Administration nor Legal have received no notifications pertaining to either item. Will you please confirm that the Sheriff's Office has not received any either or indicate otherwise.

If we can get these answers in the next couple of days we should be able to make the 5/23 BOCC meeting.

Thanks,

Carla Rossiter-Smith, MSM PMP  
Procurement and Grants Manager  
[CRossiter-smith@co.hernando.fl.us](mailto:CRossiter-smith@co.hernando.fl.us)  
Office: (352) 754-4004 ext. 24153  
Cell: (352) 667-4272

---

**From:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Sent:** Thursday, April 20, 2023 9:55 AM  
**To:** Carla Rossiter-Smith <[CRossiter-Smith@co.hernando.fl.us](mailto:CRossiter-Smith@co.hernando.fl.us)>  
**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

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Carla,

T-Mobile is asking if we have an ETA on this document. Is there a typical time for items to go through legal?

Thanks

Matthew Balogh  
IT Director  
Hernando County Sheriff's Office  
18900 Cortez Blvd  
Brooksville, FL 34601  
Direct Number 352-797-3778  
[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)

---

**From:** Carla Rossiter-Smith <[CRossiter-Smith@co.hernando.fl.us](mailto:CRossiter-Smith@co.hernando.fl.us)>  
**Sent:** Tuesday, April 11, 2023 11:09 AM  
**To:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

Thanks, I'll submit the legal review request and be in touch with any questions.

Carla Rossiter-Smith, MSM PMP  
Procurement and Grants Manager  
[CRossiter-smith@co.hernando.fl.us](mailto:CRossiter-smith@co.hernando.fl.us)  
Office: (352) 754-4004 ext. 24153  
Cell: (352) 667-4272

---

**From:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Sent:** Tuesday, April 11, 2023 10:52 AM  
**To:** Carla Rossiter-Smith <[CRossiter-Smith@co.hernando.fl.us](mailto:CRossiter-Smith@co.hernando.fl.us)>  
**Subject:** FW: [EXTERNAL] T-Mobile PAL Document Template for Signature

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FYI – Let me know if you have any questions.

Thanks

Matthew Balogh  
IT Director  
Hernando County Sheriff's Office  
18900 Cortez Blvd  
Brooksville, FL 34601  
Direct Number 352-797-3778  
[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)

---

**From:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>  
**Sent:** Tuesday, April 11, 2023 9:08 AM  
**To:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Cc:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>  
**Subject:** RE: [EXTERNAL] T-Mobile PAL Document Template for Signature

Matthew,

Good morning! PAL stands for "Programmatic Agreement Letter" which is part of the National Historic Landmark, National Register of Historic Places, and Native American land initiative for collocation of wireless licenses at the FCC. Please see the attached pdf document for additional FCC information.

Regards,  
Tom Reichenberger



Project Manager

*"Safety isn't expensive, it's priceless." Author Unknown*

---

**From:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Sent:** Tuesday, April 11, 2023 8:28 AM  
**To:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>  
**Cc:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>  
**Subject:** FW: [EXTERNAL] T-Mobile PAL Document Template for Signature  
**Importance:** High

**\*\*\* CAUTION! EXTERNAL SENDER \*\*\* STOP. ASSESS. VERIFY!!** Were you expecting this email? Are grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious report it, then do not click links, open attachments or enter your ID or password.

Tom,

Our legal would like to know what PAL stands for. Do you know what the acronym means?

Thanks

Matthew Balogh  
IT Director  
Hernando County Sheriff's Office  
18900 Cortez Blvd  
Brooksville, FL 34601  
Direct Number 352-797-3778  
[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)

---

**From:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>  
**Sent:** Monday, April 3, 2023 2:29 PM  
**To:** Balogh, Matthew <[mbalogh@hernandosheriff.org](mailto:mbalogh@hernandosheriff.org)>  
**Subject:** FW: [EXTERNAL] T-Mobile PAL Document Template for Signature  
**Importance:** High

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**From:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>  
**Sent:** Monday, April 3, 2023 2:27 PM  
**To:** Prestigiacomo, Donovan <[dprestigiacomo@hernandosheriff.org](mailto:dprestigiacomo@hernandosheriff.org)>  
**Cc:** Reichenberger, Tom <[Tom.Reichenberger@duke-energy.com](mailto:Tom.Reichenberger@duke-energy.com)>  
**Subject:** [EXTERNAL] T-Mobile PAL Document Template for Signature  
**Importance:** High

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Donovan,

Good afternoon!

Attached is the T-Mobile template form of PAL for T-Mobile for collocated structures built on or before March 16, 2001. It includes the T-Mobile Site Id and Address in the "Regarding" section, but the you will need to complete the rest. If possible, please complete and sign the document and return to me at your earliest opportunity.

Please let me know if you have any questions.

Thanks,  
Tom

Regards,  
Tom Reichenberger



Project Manager  
Digital Infrastructure  
Duke Energy Florida, LLC  
Cell: 813-263-0859

*"Safety isn't expensive, it's priceless." Author Unknown*

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Please note: Florida has a very broad Public Records Law. Most written communications to or from the Hernando County Sheriff's Office are public records available to anyone upon request. Your e-mail, including your e-mail address, may therefore, be subject to public disclosure.

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Please note: Florida has a very broad Public Records Law. Most written communications to or from the Hernando County Sheriff's Office are public records available to anyone upon request. Your e-mail, including your e-mail address, may therefore, be subject to public disclosure.

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## PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W www.HernandoCounty.us

April 28, 2023

T-Mobile South LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

RE: **T-Mobile: A2G0032A**  
**Hernando County Board of County Commissioners: Weeki Wachee MW – 11010 FL-50,**  
**Spring Hill, FL 34608**

Pursuant to your request, Hernando County Board of County Commissioners, can confirm that, to our actual knowledge (and without further inquiry):

1. The above-referenced tower was built on or before March 16, 2001;
2. The above-referenced tower has not been determined by the Federal Communications Commission ("FCC"), a State Historic Preservation Officer ("SHPO") or a Tribal Historic Preservation Officer ("THPO") to have an effect on one or more historic properties, or such effect has been found to be not adverse through a no adverse effect finding, or if found to be adverse or potentially adverse, has been resolved, such as through a conditional no adverse effect determination, a Memorandum of Agreement, a programmatic agreement, or otherwise in compliance with Section 106 and Subpart B of 36 CFR Part 800;
3. The above-referenced tower is not the subject of a pending environmental review or related proceeding before the FCC involving compliance with Section 106 of the National Historic Preservation Act; and
4. Hernando County Board of County Commissioners has not received written or electronic notification that the FCC is in receipt of a complaint from a member of the public, a SHPO or the Advisory Council on Historic Preservation, that the referenced T-Mobile Wireless collocation has an adverse effect on one or more historic properties.

[SEAL]

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk of Circuit Court

\_\_\_\_\_ Date: \_\_\_\_\_  
John Allocco, Chairman

Witness \_\_\_\_\_

By \_\_\_\_\_  
Printed Name and Title of Professional

Approved as to Form  
and Legal Sufficiency

By: Victoria Anderson  
County Attorney's Office



## AGENDA ITEM

---

### TITLE

Purchase of Saltwater Submersible Rescue Equipment From Municipal Emergency Services Utilizing Lake County Contract for Fire Equipment Supplies (Amount: \$40,425.00)

### BRIEF OVERVIEW

The Hernando County Public Safety Department is requesting purchase approval for RQ230853 for the purchase of Saltwater Submersible Rescue Equipment listed in attached Quote No. QT1674749 from Municipal Emergency Services in the amount of \$40,425.00. Municipal Emergency Services is an awarded Vendor under Lake County Contract No. 22-730.

On October 25, 2022, the Procurement Department obtained Board use approval to piggyback off Lake County Contract No. 22-730, Fire Equipment, Supplies and Services, Doc. Id. No. 11158, which has an initial contract period of August 1, 2022, through July 31, 2023, with two (2) two (2) year renewals at Lake County's sole option. Any purchases above the Advertised Bidding Requirement (ABR) of \$35,000.00 were to be brought to the Board for purchase approval.

The Procurement Department assigned File No. 22-P00151 for tracking purposes.

The Chief Procurement Officer has reviewed this requirement for conformance to the Procurement Ordinance and Purchasing Policies and Procedures.

### FINANCIAL IMPACT

Funding for the purchase of RQ230853 in the amount of \$40,425.00 is available in Expense Account No. 02261-5606401.

### LEGAL NOTE

The Board has the authority to take the recommended action on this item pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve the purchase of Saltwater Submersible Rescue Equipment under piggyback contract with Lake County, Contract No. 22-730, Fire Equipment, Supplies and Services from Municipal Emergency Services in the amount of \$40,425.00 (Hernando County File No. 22-P00151).

It is further recommended that the Board authorize the Chief Procurement Officer to approve future utilization of this contract (Hernando County File NO. 22-P00151) on orders above \$35,000.00 up to the department's budgeted amount.

**REVIEW PROCESS**

|                   |          |                     |
|-------------------|----------|---------------------|
| Kelly Trout       | Approved | 05/01/2023 10:21 AM |
| Paul Hasenmeier   | Approved | 05/01/2023 6:20 PM  |
| Toni Brady        | Approved | 05/02/2023 7:47 AM  |
| Pamela Hare       | Approved | 05/02/2023 8:30 AM  |
| Melissa Tartaglia | Approved | 05/09/2023 11:29 AM |
| Heidi Kurppe      | Approved | 05/10/2023 9:41 AM  |
| Scott Herring     | Approved | 05/10/2023 5:25 PM  |
| Jeffrey Rogers    | Approved | 05/14/2023 9:42 PM  |
| Colleen Conko     | Approved | 05/15/2023 10:39 AM |





**CONTRACT NO. 22-730G**  
For  
**Fire Equipment, Supplies, and Services**

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

**ATTACHMENTS:**

Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

**This Contract is effective from 8/1/2022 through 7/31/2023**, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

  
By: Gretchen Bechtel, CPPB

Contracting Officer II

Date: 07/26/2022

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department



Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### **QUESTIONS/RESPONSES**

- Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?
- R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors**
- Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.
- R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.**
- Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.
- R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.**

---

### **ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

**ADDENDUM NO. #2**

**22-730**

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com



REAL FLORIDA • REAL CLOSE  
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

**SOLICITATION:** Fire Equipment, Supplies, and Services

03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

### **QUESTIONS/RESPONSES**

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?

**R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.

**R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.**

---

### **ACKNOWLEDGEMENT**

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 04/25/22

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com



**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

**1. SCOPE OF SERVICES**

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

**2. CONTRACTOR'S RESPONSIBILITIES**

Contractor shall:

- 2.1. Provide a website address for product and price lists for viewing and downloading.
- 2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.
- 2.3. Provide all labor, material, and equipment necessary for contract performance.
- 2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.
  - 2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.
  - 2.4.2. Training shall be at no additional cost to the County.

**3. DELIVERY REQUIREMENTS AND ACCEPTANCE**

- 3.1. Deliveries shall be FOB Destination – Inside Delivery.
- 3.2. Delivery will be to a county location named during order placement.
- 3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours
  - 3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.
  - 3.3.2. Excludes County Holidays
- 3.4. Emergency orders shall be delivered within forty-eight (48) hours.
  - 3.4.1. The County will advise when the order is an emergency.
  - 3.4.2. Emergency/Disaster deliveries may be required during non-business hours.
- 3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.
  - 3.5.1. Back orders may be cancelled after shipment period has lapsed.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

**4. REBATES AND SPECIAL PROMOTIONS**

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

**5. REPAIR SERVICES**

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

**6. TRAINING**

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

**FIRE EQUIPMENT, SUPPLIES, AND SERVICES**

6.1.2. Manuals may be electronic.

**7. WARRANTY REQUIREMENTS**

- 7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.
- 7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.
- 7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.
- 7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

*[The remainder of this page intentionally left blank]*

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations     | \$2,000,000           |
| Personal & Adv. Injury            | \$1,000,000           |
| Fire Damage                       | \$50,000              |
| Medical Expense                   | \$5,000               |
| Contractual Liability             | Included              |

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employer | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.



D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

*[The remainder of this page is intentionally left blank.]*

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

#### **1.0 TERM OF CONTRACT**

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

#### **2.0 PAYMENT**

The Contractor shall email the County's using department ([egminer@lakecountyfl.gov](mailto:egminer@lakecountyfl.gov)) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

#### **3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:**

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

#### **4.0 CERTIFICATION REGARDING FELONY CONVICTION:**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### **5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:**

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

**8.0 FEDERAL FUNDING REQUIREMENT:**

N/A

**9.0 RECIPROCAL VENDOR PREFERENCE:**

N/A

**10.0 GENERAL VENDOR INFORMATION:**

Firm Name: Municipal Emergency Services INC  
Street Address: 12 Turnberry Ln 2nd Floor  
City: Sandy Hook State and ZIP Code: CT, 06482  
Mailing Address (if different): 3789 62nd Avenue North  
Telephone: 727-521-2135 Fax: 727-525-1819  
Federal Identification Number / TIN: 651051374  
DUNS Number: 048167923

**11.0 SUBMITTAL SIGNATURE:**

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

*[The remainder of this page is intentionally blank]*



| <i>Municipal Emergency Services</i> |   |        |          |
|-------------------------------------|---|--------|----------|
| ITEM #                              | SAVE AND SUBMIT AS AN EXCEL FILE                |        |          |
| 1                                   | www.mesfire.com                                 |        |          |
| <b>SHOP LOCATION</b>                |   |        |          |
| 2a                                  | 3789 62 Ave North Pinellas Park FL 33781        |        |          |
| 2b                                  | Jamie Robinson                                  |        |          |
| 2c                                  | Labor for Equipment Repair (not under warranty) | \$0.00 | per hour |
| 2d                                  | Pickup or delivery services offered?            | Yes    |          |
| 2e                                  | Pick up / delivery fee for Equipment            | \$0.00 | per call |

**The following information is required for price redetermination consideration.**

|   |   |
|---|---|
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel? | 0 |
| Which does the firm use: Diesel fuel or Gasoline?   |   |
| Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?                                     | 0 |
| Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?               | 0 |

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

**LIST MANUFACTURER SUPPORTED.**

| 3 | MANUFACTURER                          | Hourly Service Rate | Factory Authorized Service Center? YES/NO |
|---|---------------------------------------|---------------------|---|
|   | Hurst ED/EWXT/E3 Service per tool     | \$200.00 Flat       | Yes                                       |
|   | Hurst HP Service Per set              | \$780.00 Flat       | Yes                                       |
|   | Hurst LP Service Per Set              | \$855.00 Flat       | Yes                                       |
|   | Scott Safety - SCBA Flow Test         | \$45.00 Per         | Yes                                       |
|   | Scott Fit Tesing                      | \$35.00 Per         | Yes                                       |
|   | Scott Safety - Cylinder Hydro Testing | \$35.00 Per         | Yes                                       |
|   |                                       |                     |   |
|   |                                       |                     |   |
|   |                                       |                     |   |
|   |                                       |                     |   |
|   |                                       |                     |   |
|   |                                       |                     |   |

| <b><i>Municipal Emergency Services</i></b>                        |                     |  |                     |         |
|---|---------------------|--|---------------------|---------|
| <b>SAVE AND SUBMIT AS AN EXCEL FILE</b>                           |                     |  |                     |         |
| <b>FIRM'S WEBSITE:</b>  |                     | <a href="http://www.mesfire.com">www.mesfire.com</a>                           |                     |         |
| <b>Warehouse Location(s):</b>                                     |                     | 3789 62nd Avenue North Pinellas Park, FL 33781                                 |                     |         |
| <b>Contact Information For Emergency/Disaster Services (24/7)</b> |                     |  |                     |         |
|   |                     | <b>Name:</b> Jamie Robinson  |                     |         |
|   |                     | <b>Email:</b> <a href="mailto:jrobinson@mesfire.com">jrobinson@mesfire.com</a> |                     |         |
|   |                     | <b>Emergency Phone:</b> 727-686-0020   |                     |         |
| List manufacturer brands supported.                               |                     |  |                     |         |
| MANUFACTURER  | Percent Off<br>List | In Stock /<br>Lead Time  | Freight<br>Included | WEBSITE |
| 3M Company  | 15.00%              |  | no                  |         |
| Able 2 Sho Me   | 10.00%              |  | no                  |         |
| Action  | 25.00%              |  | no                  |         |
| AH Stock  | 10.00%              |  | no                  |         |
| Ajax  | 10.00%              |  | no                  |         |
| Akron Brass   | 20.00%              |  | no                  |         |
| Alcolite (Sam Carbis)   | 10.00%              |  | no                  |         |
| Amerex  | Net+20%             |  | no                  |         |
| American Firewear   | 15.00%              |  | no                  |         |
| Angus   | 20.00%              |  | no                  |         |
| Anchor Industries   | 10.00%              |  |                     |         |
| Avon Manufacturing  | 5.00%               |  |                     |         |
| Ansul Foams   | 15.00%              |  | no                  |         |
| Bates   | 10.00%              |  |                     |         |
| Blauer  | List                |  |                     |         |
| B&B Enterprises   | 15.00%              |  | no                  |         |
| Blackinton Badges   | 10.00%              |  | no                  |         |
| Boston Leather  | 20.00%              |  |                     |         |
| Bullard Helmets   | 20.00%              |  | no                  |         |
| Bullard other   | 10.00%              |  | no                  |         |
| Cet Pumps   | 15.00%              |  |                     |         |
| Chemguard   | 10.00%              |  |                     |         |
| Circul Air  | List                |  | no                  |         |
| Code 3  | 20.00%              |  | no                  |         |
| Collins Dynamics (Rom Corp)                                       | 22.00%              |  | no                  |         |
| Council Tools   | 20.00%              |  | no                  |         |

| MANUFACTURER                | Percent Off<br>List | In Stock /<br>Lead Time | Freight<br>Included | WEBSITE |
|-----------------------------|---------------------|-------------------------|---------------------|---------|
| Dickie Tool                 | 15.00%              |                         | no                  |         |
| Edison                      | 20.00%              |                         | no                  |         |
| Edwards and Cromwell        | 10.00%              |                         | no                  |         |
| Edwards MFG                 | 10.00%              |                         | no                  |         |
| Elkhart Brass               | 20.00%              |                         | no                  |         |
| Federal Signal Corp         | 20.00%              |                         | no                  |         |
| Fire Hooks Unlimited        | List Plus 10%       |                         | no                  |         |
| Fire Dex                    | 10.00%              |                         | no                  |         |
| Flamefighter                | 20.00%              |                         | no                  |         |
| Fol-da-tank                 | 20.00%              |                         | no                  |         |
| Gemtor                      | 20.00%              |                         | no                  |         |
| Glassmaster WEHR            | 15.00%              |                         | no                  |         |
| Hale Fire Pumps             | List                |                         | no                  |         |
| Hannay Reels                | 10.00%              |                         | no                  |         |
| Harrington                  | 25.00%              |                         | no                  |         |
| Hebert                      | List                |                         | no                  |         |
| Honeywell PPE               | 10.00%              |                         | no                  |         |
| Honeywell Helmets and Parts | 10.00%              |                         | no                  |         |
| Honeywell Pro Warrington    | 10.00%              |                         | no                  |         |
| Humat                       | List                |                         | no                  |         |
| Husky                       | 25.00%              |                         | no                  |         |
| Hydra Shield                | 12.00%              |                         | no                  |         |
| Justrite                    | 20.00%              |                         | no                  |         |
| Kappler                     | List                |                         | no                  |         |
| Kochek                      | 25.00%              |                         | no                  |         |
| Koehler MFG Co              | 20.00%              |                         | no                  |         |
| Kussmaul                    | 10.00%              |                         | no                  |         |
| Lions Uniforms              | 10.00%              |                         | no                  |         |
| Mag Instruments             | 10.00%              |                         | no                  |         |
| Morning Pride               | 10.00%              |                         | no                  |         |
| Natale (circle D)           | 15.00%              |                         | no                  |         |
| NUPLA                       | 15.00%              |                         | no                  |         |
| Pacific Reflex              | 15.00%              |                         | no                  |         |
| Paul Conway Shields         | 10.00%              |                         | no                  |         |
| Pelican                     | List Plus 10%       |                         | no                  |         |
| Petzl                       | 20.00%              |                         | no                  |         |
| PGI Protexall               | 5.00%               |                         | no                  |         |
| Pigeon Mountain Industries  | 10.00%              |                         | no                  |         |
| R&B Fabricators             | 10.00%              |                         | no                  |         |
| Redhead Brass               |                     |                         | no                  |         |
| Rice Hydro CO               | 10.00%              |                         | no                  |         |
| SCBAs                       | 15.00%              |                         | no                  |         |
| Sensible Mounts             | 15.00%              |                         | no                  |         |
| Shelby Wolverine            | List                |                         | no                  |         |
| South Park                  | 20.00%              |                         | no                  |         |

| MANUFACTURER                            | Percent Off<br>List | In Stock /<br>Lead Time | Freight<br>Included | WEBSITE |
|---|---------------------|-------------------------|---------------------|---------|
| Sterling Rope                           | 15.00%              |                         | no                  |         |
| Supervac                                | 5.00%               |                         | no                  |         |
| TNT Tools                               | 10.00%              |                         | no                  |         |
| Task Force Tips                         | 5.00%               |                         | no                  |         |
| Thorogood/Weinbrenner/Lion<br>Boots     | 15.00%              |                         | no                  |         |
| Team Equipment                          | List                |                         | no                  |         |
| Fresh gear                              | 5.00%               |                         | no                  |         |
| Grace Industries                        | List                |                         | no                  |         |
| Groves/ Ready Rack                      | List                |                         | no                  |         |
| Hale                                    | 5.00%               |                         | no                  |         |
| Hammerhead (gear keeper)                | 15.00%              |                         | no                  |         |
| Hero's pride                            | 5.00%               |                         | no                  |         |
| HexArmor                                | 15.00%              |                         | no                  |         |
| Homeland 6 (H6 Tactical)                | 10.00%              |                         | no                  |         |
| Honeywell Analytics                     | List Plus<br>5%     |                         | no                  |         |
| Hot Shields                             | 5.00%               |                         | no                  |         |
| Hotstick                                | List                |                         | no                  |         |
| Hurst                                   | 5.00%               |                         | no                  |         |
| Industrial Scientific- Monitors         | 10.00%              |                         | no                  |         |
| Industrial Scientific- accessories      | List                |                         | no                  |         |
| J-Tek/CMJ manufacturing                 | List + 5%           |                         | no                  |         |
| Kroll                                   | 10.00%              |                         | no                  |         |
| Lakeland                                | 10.00%              |                         | no                  |         |
| Leader Fans                             | 10.00%              |                         | no                  |         |
| Leatherhead Tools                       | 20.00%              |                         | no                  |         |
| Lightning X                             | 10.00%              |                         | no                  |         |
| Little Giant                            | 5.00%               |                         | no                  |         |
| Majestic hoods                          | 20.00%              |                         | no                  |         |
| Majestic Hood Gore                      | List                |                         | no                  |         |
| Matex                                   | 15.00%              |                         | no                  |         |
| Mustang Survival                        | 10.00%              |                         | no                  |         |
| National Foam                           | 5.00%               |                         | no                  |         |
| National River Supply (NRS)             | 10.00%              |                         | no                  |         |
| OHD                                     | List                |                         | no                  |         |
| Pacific Helmets                         | 5.00%               |                         | no                  |         |
| Performance Advantage Company<br>(PAC)  | 10.00%              |                         | no                  |         |
| Plastix Plus                            | 5.00%               |                         | no                  |         |
| PMI Rope                                | 10.00%              |                         | no                  |         |
| Point Blank                             | Per NASPO           |                         | no                  |         |
| Protective Industrial Products<br>(PIP) | 10.00%              |                         | no                  |         |



| MANUFACTURER                                 | Percent Off<br>List | In Stock /<br>Lead Time | Freight<br>Included | WEBSITE |
|--|---------------------|-------------------------|---------------------|---------|
| Propper                                      | 5.00%               |                         | no                  |         |
| Radians                                      | 10.00%              |                         | no                  |         |
| Rae Systems                                  | 5.00%               |                         | no                  |         |
| Redback Boot                                 | 20.00%              |                         | no                  |         |
| Rescue 42                                    | 5.00%               |                         | no                  |         |
| Ringers                                      | List                |                         | no                  |         |
| RIT Safety                                   | 10.00%              |                         | no                  |         |
| Rock N Rescue                                | 10.00%              |                         | no                  |         |
| Samuel Broome                                | 5.00%               |                         | no                  |         |
| San Mar                                      | 10.00%              |                         | no                  |         |
| Savox  | List                |                         | no                  |         |
| Scott Safety- Compressor Parts               | 5.00%               |                         | no                  |         |
| Scott Safety- Gas Detection                  | 5.00%               |                         | no                  |         |
| Scott Safety- SCBA and parts                 | 15%                 |                         | no                  |         |
| Scott Safety- Thermal Imagers                | 5.00%               |                         | no                  |         |
| Scott Safety- Thermal Imagers<br>Parts       | List                |                         | no                  |         |
| Scotty Firefighter                           | 15.00%              |                         | no                  |         |
| Seek Thermal                                 | 5.00%               |                         | no                  |         |
| Shelby                                       | List                |                         | no                  |         |
| Silent Partners                              | List                |                         | no                  |         |
| Simulaids                                    | List                |                         | no                  |         |
| SM Smith                                     | 5.00%               |                         | no                  |         |
| Spiewak                                      | 5.00%               |                         | no                  |         |
| Statpacks                                    | 10.00%              |                         | no                  |         |
| Steck  | 10.00%              |                         | no                  |         |
| Streamlight                                  | 15.00%              |                         | no                  |         |
| Target Solutions                             | List                |                         | no                  |         |
| Task Force Tips- Blitzfire/ Gforce<br>Series | List                |                         | no                  |         |
| Team Wendy                                   | List +10%           |                         | no                  |         |
| Tru-Spec                                     | 10.00%              |                         | no                  |         |
| True North (Dragon Fire)                     | 10.00%              |                         | no                  |         |
| Tyco   | 10.00%              |                         | no                  |         |
| Ultra tec                                    | 15.00%              |                         | no                  |         |
| Under Armour                                 | 5.00%               |                         | no                  |         |
| Veridian- Gloves, Hoods,<br>Accessories      | 10.00%              |                         | no                  |         |
| VF Imagewear                                 | 5.00%               |                         | no                  |         |
| Vizcon                                       | List                |                         | no                  |         |
| Warthog                                      | 5.00%               |                         | no                  |         |
| Workrite                                     | 10.00%              |                         | no                  |         |
| Yates  | 5.00%               |                         | no                  |         |
| Telelite                                     | 5.00%               |                         | no                  |         |
| Tempest Fans                                 | 10.00%              |                         | no                  |         |

| MANUFACTURER                     | Percent Off<br>List | In Stock /<br>Lead Time | Freight<br>Included | WEBSITE |
|----------------------------------|---------------------|-------------------------|---------------------|---------|
| Tempest Fans- VS Batt and Acc    | List + 5%           |                         | no                  |         |
| Topps                            | List +10%           |                         | no                  |         |
| Turtle Plastics                  | List                |                         | no                  |         |
| Underwater Kinetics              | List                |                         | no                  |         |
| Veridian- PPE                    | 25.00%              |                         | no                  |         |
| Vetter                           | List                |                         | no                  |         |
| Waterous                         | List                |                         | no                  |         |
| Weldon                           | 25.00%              |                         | no                  |         |
| Whelen Engineering               | 15.00%              |                         | no                  |         |
| Williams Foam                    | List                |                         | no                  |         |
| Zephyr                           | List                |                         | no                  |         |
| Zimatic/ Zico                    | List                |                         | no                  |         |
| 5.11                             | 20.00%              |                         | no                  |         |
| CMC Rescue                       | 10.00%              |                         | no                  |         |
| Crew Boss                        | 20.00%              |                         | no                  |         |
| Decon Systems Saunaray           | List                |                         | no                  |         |
| Diamond Wipes (Hero Wipes)       | 5.00%               |                         | no                  |         |
| Dragonfire (J Scott Solutions)   | 20.00%              |                         | no                  |         |
| DuPont                           | 5.00%               |                         | no                  |         |
| Dutyman                          | 5.00%               |                         | no                  |         |
| Eastern Fire Equipment Services  | 5.00%               |                         | no                  |         |
| Elbeco                           | 5.00%               |                         | no                  |         |
| Energizer                        | List                |                         | no                  |         |
| ESS                              | 20.00%              |                         | no                  |         |
| Ergodyne                         | 20.00%              |                         | no                  |         |
| ESS                              | 20.00%              |                         | no                  |         |
| Euramco (Ram Fan)                | 15.00%              |                         | no                  |         |
| EVAC Systems                     | 5.00%               |                         | no                  |         |
| Fire Innovations                 | 10.00%              |                         | no                  |         |
| Fire Research (FRC)              | 15.00%              |                         | no                  |         |
| Fire Soaps                       | 5.00%               |                         | no                  |         |
| Diamond Wipes (Fire Wipes)       | 5.00%               |                         | no                  |         |
| Fechhiemer (Flying Cross)        | 5.00%               |                         | no                  |         |
| FireCom                          | 5.00%               |                         | no                  |         |
| FireCraft Gas Detection (Sensit) | 5.00%               |                         | no                  |         |
| Fire Craft Gloves                | 10.00%              |                         | no                  |         |
| First Tactical                   | 10.00%              |                         | no                  |         |
| FSI North America                | List                |                         | no                  |         |
| Fox Fire                         | 10.00%              |                         | no                  |         |
| Fox Fury                         | 10.00%              |                         | no                  |         |



## AGENDA ITEM

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### TITLE

Approval of Utilizing Lake County Contract for Fire Equipment, Supplies and Services With Various Vendors for Fire and Emergency Services (Amount: \$800,000.00)

### BRIEF OVERVIEW

In a continuing effort to streamline the procurement process and utilize efficiencies, Hernando County Fire and Emergency Services (HCFES) and the Procurement Department request that HCFES be allowed to piggyback the Lake County, Florida's Contract No. 22-730 for Fire Equipment, Supplies and Services for County-wide department use. By piggybacking the Lake County Contract, Hernando County will be afforded the competitively bid pricing that has been obtained without having to dedicate extensive time and effort for the same results.

Lake County, Florida, issued Solicitation No. 22-760 to establish a vendor pool with competitive pricing for various fire equipment parts, supplies and services on an as needed basis. The solicitation required that each vendor to offer a discount from current published prices list for various brands and manufacturers of items that are routinely procured. Vendors were not required to respond to all the items listed and could add additional brands and manufacturers to their submittal. The initial contract is effective August 1, 2022, through July 31, 2023, with two (2) two (2) year renewals at Lake County's sole option. To ensure adequate fire equipment, supplies and services were available at the best pricing, the following vendors were awarded the contract:

- All Safe Industries, Inc.
- Bennett Fire Products Company, Inc.
- Fischer Scientific Company, LLC
- Henry Schein
- Life Assist, Inc.
- Medline Industries, Inc.
- Municipal Emergency Services, Inc.
- Municipal Equipment Company, LLC
- North American Fire Equipment, Co., Inc. (NAFECO)
- Technical Rescue.com, Inc.
- Ten-8 Fire and Safety, LLC

This piggyback contract has been assigned Hernando County Contract No. 22-P00151 for tracking purposes.

### FINANCIAL IMPACT

Staff requests Board approval of the piggyback of Lake County, Florida's Contract No. 22-760 Fire Equipment, Supplies and Services for County-wide use. Department purchase orders can only be issued against the Department's available funding.

**LEGAL NOTE**

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

**RECOMMENDATION**

It is recommended that the Board approve Hernando County Fire and Emergency Services to piggyback off of Lake County, Florida Contract No. 22-730 Fire Equipment, Supplies and Services for County-wide department purchases from the various vendors awarded.

It is further recommended that the Board approve and authorize the Chief Procurement Officer to authorize change orders up to HCFES approved budget amounts, any single purchase that exceeds the Advertised Bidding Requirement will be brought before the Board for approval and authorize the Chief Procurement Officer to renew the contract under the same pricing, terms and conditions.

**REVIEW PROCESS**

|                      |           |            |          |
|----------------------|-----------|------------|----------|
| Kelly Trout          | Approved  | 10/05/2022 | 7:14 AM  |
| Carla Rossiter-Smith | Escalated | 10/07/2022 | 4:18 PM  |
| Helen Gornes         | Escalated | 10/10/2022 | 4:18 PM  |
| Carla Rossiter-Smith | Escalated | 10/11/2022 | 4:18 PM  |
| Helen Gornes         | Escalated | 10/12/2022 | 4:19 PM  |
| Carla Rossiter-Smith | Escalated | 10/13/2022 | 4:19 PM  |
| Helen Gornes         | Approved  | 10/14/2022 | 1:59 PM  |
| Toni Brady           | Approved  | 10/17/2022 | 2:08 PM  |
| Pamela Hare          | Approved  | 10/18/2022 | 8:18 AM  |
| Victoria Anderson    | Approved  | 10/18/2022 | 8:25 AM  |
| Heidi Kurppe         | Approved  | 10/18/2022 | 9:47 AM  |
| Tobey Phillips       | Approved  | 10/18/2022 | 10:11 AM |
| Jeffrey Rogers       | Approved  | 10/18/2022 | 10:30 AM |
| Colleen Conko        | Approved  | 10/18/2022 | 11:24 AM |

**RESULT:**     **ADOPTED**

**MOVER:**       John Allocco

**SECONDER:** Jeff Holcomb

**AYES:**        Champion, Allocco, Narverud, Dukes and Holcomb





## DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604

P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

HERNANDO COUNTY has a desire to enter into a Cooperative Purchase Agreement (Piggyback) for your company to provide Fire Equipment, Supplies and Services with the same terms and conditions as the agreement between Lake County, Florida and Municipal Emergency Services, Inc., Contract 22-730G, effective August 1, 2022, with an expiration date of July 31, 2023, which contract resulted from a competitive bid. The contract is a one (1) year contract and provides for two (2) two (2) year renewals at Lake County, Florida's sole option. Hernando County Purchasing and Contracts has reviewed the contract and bid results and agrees to the terms and conditions and further agrees that proposed pricing is fair and reasonable. Municipal Emergency Services, Inc. hereby agrees to provide such services and prices to Hernando County under the same price(s), terms, and conditions as the referenced contract between Lake County, Florida and Municipal Emergency Services, Inc., Contract 22-730G. All references in the contract between Lake County, Florida and Municipal Emergency Services, Inc., shall be assumed to pertain to, and are binding upon Municipal Emergency Services, Inc.

Agreed, accepted and consented to this, the last date hereunder.

Municipal Emergency Services, Inc.

Jamie Robinson  
Authorized Signature

Name: Jamie Robinson

Title: Regional Vice President

Date: 9/2/2022

HERNANDO COUNTY:

Carla Rossiter-Smith  
Authorized Signature

Name: Carla Rossiter-Smith

Title: Procurement & Grants Manager

Date: 10/27/2022



# Quote

|                        |                                  |
|------------------------|----------------------------------|
| <b>Quote #</b>         | QT1674749                        |
| <b>Date</b>            | 04/12/2023                       |
| <b>Expires</b>         | 04/30/2023                       |
| <b>Sales Rep</b>       | Winkler, Thomas P                |
| <b>Shipping Method</b> | FedEx Ground                     |
| <b>Customer</b>        | HERNANDO COUNTY FIRE RESCUE (FL) |
| <b>Customer #</b>      | C47876                           |

## Bill To

Hernando County Fire Rescue  
15470 Flight Path Drive  
Brooksville FL 34604  
United States

## Ship To

Hernando County Fire Rescue  
60 Veterans Avenue  
Brooksville FL 34601  
United States

| Item        | Alt. Item # | Units | Description   | QTY | Unit Price  | Amount      |
|-------------|-------------|-------|---|-----|-------------|-------------|
| 272889000-1 |             |       | S 789 E3 Cutter - TOOL ONLY<br>Hurst; battery-operated, saltwater submersible rescue tool with Turbo. NFPA cut rating A8 B9 C8 D9 E9 F5 | 1   | \$11,375.00 | \$11,375.00 |
| 271855000-1 |             |       | SP 555 E3 Spreader - TOOL ONLY<br>Hurst; battery-operated, saltwater submersible rescue tool with Turbo; 28 inch                        | 1   | \$12,645.00 | \$12,645.00 |
| 274885000-1 |             |       | R 521 E3 Ram - TOOL ONLY<br>Hurst; battery-operated, saltwater submersible rescue tool with Turbo; 53 inch                              | 1   | \$8,345.00  | \$8,345.00  |
| 90-53-18    |             |       | E3 9Ah Saltwater battery<br>Hurst   | 6   | \$895.00    | \$5,370.00  |
| 90-53-37    |             |       | eWXT/E3 Charger 110-240V<br>Hurst   | 3   | \$520.00    | \$1,560.00  |
| 247R028     |             |       | C-Frame Ram Suppt LK841509190<br>structural support for all Hurst rams  | 1   | \$810.00    | \$810.00    |

Quote prepared by MES Rescue Tool Specialist TOM WINKLER

Please call or email to order: 727-808-5344; twinkler@mesfire.com

|                      |             |
|----------------------|-------------|
| <b>Subtotal</b>      | \$40,105.00 |
| <b>Shipping Cost</b> | \$320.00    |
| <b>Tax Total</b>     | \$0.00      |
| <b>Total</b>         | \$40,425.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1674749



## AGENDA ITEM

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### TITLE

Request for Additional Funding for Third Party Services to Maintain Efficiencies for Procurement Department (Amount: \$55,552.17)

### BRIEF OVERVIEW

On February 28, 2023, the Board approved Hernando County File Number #23-P00017B for the utilization of NASPO Master Agreement No. 9-19-05, State of Florida participating Addendum No. 80111623-19-ACS for the provision of Procurement Acquisition Services including RFP development, RFP reviews, and contract administration services in the amount of \$34,000.00.

At that time, it was determined that if services were successful the Procurement Department would bring any additional service requests back to the Board for approval. Services have been determined to be successful and the increased volume of procurement projects still warrants a need for outside sourcing.

### FINANCIAL IMPACT

Increase the Purchasing Professional Services Account No. 0011-01401-5303101 in the amount of \$55,552.17.

### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Part II, Chapter 2, Article V of the Hernando County Code of Ordinances.

### RECOMMENDATION

It is recommended that the Board approve and authorize the request for additional funding in the amount of \$55,552.17 for third-party services to maintain efficiencies for the Procurement Department.

### REVIEW PROCESS

|                   |          |                     |
|-------------------|----------|---------------------|
| Toni Brady        | Approved | 05/15/2023 12:51 PM |
| Pamela Hare       | Approved | 05/15/2023 1:45 PM  |
| Melissa Tartaglia | Approved | 05/16/2023 12:24 PM |
| Heidi Kurppe      | Approved | 05/16/2023 1:01 PM  |
| Scott Herring     | Approved | 05/16/2023 1:15 PM  |
| Jeffrey Rogers    | Approved | 05/17/2023 7:50 AM  |
| Colleen Conko     | Approved | 05/17/2023 8:06 AM  |



## AGENDA ITEM

Initiator: James Wunderle  
DOC ID: 13520 A  
Legal Request Number:  
Bid/Contract Number:

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### TITLE

Utilization of State of Florida Contracts and Agreements With Various Vendors for Purchase of Services and Supplies by County Departments

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### BRIEF OVERVIEW

On October 25, 2011, Hernando County Purchasing and Contracts was awarded use approval to piggyback nationally awarded contracts of US Communities (MT5813) to streamline the procurement process.

Hernando County Code of Ordinances, Article V, Purchasing Regulations/Procurement Section 2-108 Bidding Procedure paragraph c..2 allows *"The purchase and/or leasing of goods, supplies, materials or services for county use from a valid current continuing contract or from other valid current continuing contracts with the State of Florida or other local governments or similar entities, including but not limited to associations acting on behalf of state, county or municipal officials."*

Further, the State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.001, Florida Administrative Code. Statewide contracts and agreements enable eligible users to pool their buying power to lower total costs and reduce administrative burden while complying with Chapter 287 Florida Statutes governing the purchase of products and services.

The State of Florida has an extensive list of competitively bid and nationally awarded contracts and agreements (list attached).

Hernando County Purchasing and Contracts would like authorization from the Board of County Commissioners to approve use of the State of Florida Contracts and Agreements annually. Multiple departments will be utilizing these contracts.

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### FINANCIAL IMPACT

Funds will be available from various Hernando County Departments as FY funding is budgeted and not to exceed budgeted line item amounts. County-wide Department Purchase will only be made against available department budgets.

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### LEGAL NOTE

In accordance with Part II, Chapter 2, Article V of the Hernando County Code of



Ordinances.

## RECOMMENDATION

- 1) Approve Hernando County Purchasing and Contract Department "use approval" for all County-wide departments to piggy-back off all current and future State of Florida Contracts and Agreements. This request/approval is on-going until terminated.
- 2) Staff requests the Board approve department purchases that exceed the County Advertised Bidding Requirement (ABR). Department purchases can only be performed against available budgets.

## REVIEW PROCESS

|                               |           |                     |
|-------------------------------|-----------|---------------------|
| James Wunderle                | Completed | 08/28/2017 11:48 AM |
| Michelle Bishop               | Completed | 08/30/2017 4:55 PM  |
| Pam Lee                       | Completed | 08/30/2017 3:25 PM  |
| Sue Bishop                    | Completed | 08/29/2017 12:41 PM |
| Randall Griffiths             | Completed | 08/31/2017 11:44 AM |
| Jenine Wimer                  | Completed | 09/06/2017 6:37 PM  |
| Leonard Sossamon              | Completed | 09/07/2017 12:43 PM |
| Tina Duenninger               | Completed | 09/07/2017 1:40 PM  |
| Board of County Commissioners | Completed | 09/19/2017 9:00 AM  |

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Nicholas W. Nicholson, Commissioner          |
| <b>SECONDER:</b> | John Allocco, Second Vice Chairman           |
| <b>AYES:</b>     | Dukes, Champion, Allocco, Holcomb, Nicholson |

Note: Recommendation 1 approved.  
 Recommendation 2 not approved.  
 Refer to meeting minutes.

Client: **Hernando County, FL**Total NTE \$ **10,720.99**Date: **5/10/2023**Project: **Engineering RFQ - Landfill****25** Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 21.25           | 85%         | ASII       | Consultant                          | \$ 145.66  | \$ 3,095.28 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 3.75            | 15%         | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 760.80   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 2.50            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 507.20   |
| 1.25            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 123.55   |
| 1.25            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 279.61   |

**30 Total Hours****Project NTE \$ 4,766.44**Project: **Engineering RFQ - General Non-Specific****16** Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 14.88           | 93%         | ASII       | Consultant                          | \$ 145.66  | \$ 2,167.42 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 1.12            | 7%          | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 227.23   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 1.60            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 324.61   |
| 0.80            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 79.07    |
| 0.80            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 178.95   |

**19 Total Hours****Project NTE \$ 2,977.28**Project: **Engineering RFQ - Traffic****16** Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 14.88           | 93%         | ASII       | Consultant                          | \$ 145.66  | \$ 2,167.42 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 1.12            | 7%          | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 227.23   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 1.60            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 324.61   |
| 0.80            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 79.07    |
| 0.80            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 178.95   |

**19 Total Hours****Project NTE \$ 2,977.28**

Client: **Hernando County, FL**Total NTE \$ **11,831.18**Date: **5/10/2023**Project: **Website Servcies & Digital Marketing RFP - Scope to Solicitation**21 Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 18.90           | 90%         | ASII       | Consultant                          | \$ 145.66  | \$ 2,752.97 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 2.10            | 10%         | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 426.05   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 2.10            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 426.05   |
| 1.05            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 103.78   |
| 1.05            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 234.87   |

**25 Total Hours****Project NTE \$ 3,943.73**Project: **Residential Plan Review RFP**21 Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 18.90           | 90%         | ASII       | Consultant                          | \$ 145.66  | \$ 2,752.97 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 2.10            | 10%         | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 426.05   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 2.10            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 426.05   |
| 1.05            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 103.78   |
| 1.05            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 234.87   |

**25 Total Hours****Project NTE \$ 3,943.73**Project: **Medical Director Services for Paramedics & EMTs RFP**21 Consultant Hours Level: **Scope to Solicitation**

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility              | NASPO Rate | Line Total  |
|-----------------|-------------|------------|-------------------------------------|------------|-------------|
| 0.00            | 0%          | ASI        | Consultant                          | \$ 109.24  | \$ -        |
| 18.90           | 90%         | ASII       | Consultant                          | \$ 145.66  | \$ 2,752.97 |
| 0.00            | 0%          | ASIII      | Senior Consultant                   | \$ 176.87  | \$ -        |
| 2.10            | 10%         | SMEIII     | Senior Consultant                   | \$ 202.88  | \$ 426.05   |
| 0.00            | 0%          | Prog Dir   | Senior Consultant                   | \$ 223.69  | \$ -        |
| 2.10            | 10%         | SMEIII     | Engagement Oversight/Quality Review | \$ 202.88  | \$ 426.05   |
| 1.05            | 5%          | Analyst I  | Procurement Ops Support             | \$ 98.84   | \$ 103.78   |
| 1.05            | 5%          | Prog Dir   | Program Oversight/Escalation        | \$ 223.69  | \$ 234.87   |

**25 Total Hours****Project NTE \$ 3,943.73**



## Board of County Commissioners

### AGENDA ITEM

Meeting: 02/28/2023  
Department: Budget  
Prepared By: Tameka Thompson  
Initiator: Toni Brady  
DOC ID: 11883  
Legal Request Number:  
Bid/Contract Number:

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#### TITLE

Budget Amendment Transferring Funds From Reserves to Professional Services Account for Third Party Services to Maintain Efficiencies for Procurement Department

Budget Amendment Transferring Funds From Reserves to Professional Services Account for Third Party Services to Maintain Efficiencies for Procurement Department

#### BRIEF OVERVIEW

Due to increased volume of procurement projects the need for outside sourcing is necessary. Once these services are determined to be successful the Procurement Department may request additional services to be approved by the Board at a future time.

Civic Initiatives, LLC will provide Procurement Acquisition Services including RFP development, RFP reviews, and contract administration services. Civic Initiatives, LLC will provide said services under Utilization of NASPO Master Agreement Number 19-19-05, state of FL participating Addendum # 80111623-19-ACS and Hernando County assigned File Number #23-P00017B. On September 19, 2017 (DOC ID 13520), the BOCC approved utilization of State of Florida Contracts.

#### FINANCIAL IMPACT

The attached budget amendment will reduce the General Fund Reserves 0011-05981-5909910 and increase the Purchasing Professional Services Account No. 0011-01401-5303101 in the amount of \$34,000.00.

#### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 129.06, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board approve and authorize the associated budget amendment for Third-Party Services to maintain efficiencies for the Procurement Department.

#### REVIEW PROCESS

|                      |          |                     |
|----------------------|----------|---------------------|
| Carla Rossiter-Smith | Approved | 02/21/2023 10:24 AM |
| Toni Brady           | Approved | 02/21/2023 10:42 AM |
| Pamela Hare          | Approved | 02/21/2023 4:31 PM  |
| Victoria Anderson    | Approved | 02/21/2023 5:23 PM  |
| Heidi Kurppe         | Approved | 02/22/2023 10:26 AM |
| Tobey Phillips       | Approved | 02/22/2023 1:53 PM  |
| Jeffrey Rogers       | Approved | 02/22/2023 2:25 PM  |
| Jessica Wright       | Approved | 02/22/2023 4:48 PM  |



**RESULT:**     **ADOPTED**  
**MOVER:**     Brian Hawkins  
**SECONDER:** Jerry Campbell  
**AYES:**       Allocco, Narverud, Campbell and Hawkins

**RESULT:**     **ADOPTED**  
**MOVER:**     Brian Hawkins  
**SECONDER:** Jerry Campbell  
**ABSENT:**     Champion

Contract Management Tasks

25 Consultant Hours

| Hours Breakdown | % Breakdown | NASPO Role | Project Responsibility | NASPO Rate | Line Total  |
|-----------------|-------------|------------|------------------------|------------|-------------|
| 65.00           | 60%         | ASII       | Consultant             | \$ 145.66  | \$ 9,467.90 |
| 8.00            | 40%         | ASIII      | Senior Consultant      | \$ 176.87  | \$ 1,414.96 |

**73 Total Hours/Month x 3 months (estimated rounded)**

**\$ 33,000.00**

| Project Name                             | Project Type          | Client Department       | Hours | Complete    |
|--|-----------------------|-------------------------|-------|-------------|
| Transfer Station RFP                     | Scope to Solicitation | Transit                 | 97    | IN PROGRESS |
| Grant Administration Services (CDBG) RFP | Scope to Solicitation | Health & Human Services | 25    | IN PROGRESS |
| Amendment to 22-R00060                   | Contract Admin./Man.  | DPW                     | 20    | TRUE        |
| Amendment Price Increase 21-T00047A      | Contract Admin./Man.  | Public Safety           | 17    | TRUE        |
| Amendment to 22-T00045                   | Contract Admin./Man.  | Public Works            | 17    | TRUE        |
| Novation Agreement                       | Contract Admin./Man.  | Facilities              | 13    | TRUE        |
| Cure MCS                                 | Contract Admin./Man.  | IT                      | 13    | TRUE        |
| Cure Cathedral                           | Contract Admin./Man.  | Utilities               | 13    | TRUE        |
| Amendment 1 to Contract # 19-T00068/TPR  | Contract Admin./Man.  | Public Works            | 13    | TRUE        |
| Amendment to PSA 23-PS0004               | Contract Admin./Man.  | Building Division       | 13    | TRUE        |
| Amendment                                | Contract Admin./Man.  | Public Safety           | 13    | TRUE        |
| Novation Agreement                       | Contract Admin./Man.  | Utilities               | 13    | TRUE        |
| Amendment Price Increase 18-R00020       | Contract Admin./Man.  | Utilities               | 17    | TRUE        |



## Board of County Commissioners

Meeting: 05/23/2023  
Department: Administration  
Prepared By: Jessica Wright  
Initiator: Scott Herring  
DOC ID: 12270  
Legal Request Number:  
Bid/Contract Number:

### AGENDA ITEM

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#### TITLE

Discussion Regarding South Brooksville Concerns and Projects

#### BRIEF OVERVIEW

At the May 9, 2023, Board of County Commissioner meeting, the Board requested that Staff provide updates on the following South Brooksville items:

- South Brooksville Drainage Study
- Twigg Steet Drainage Easements
- Code Enforcement Options for South Brooksville
- Clean up of County Properties

#### FINANCIAL IMPACT

N/A

#### LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

#### RECOMMENDATION

It is recommended that the Board discuss issues regarding South Brooksville and direct staff how to proceed.

#### REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Kelly Soreng   | Approved | 05/15/2023 1:45 PM  |
| Todd Crosby    | Approved | 05/15/2023 3:13 PM  |
| Aaron Pool     | Approved | 05/17/2023 9:23 AM  |
| Pamela Hare    | Approved | 05/17/2023 10:26 AM |
| Heidi Kurppe   | Approved | 05/17/2023 10:52 AM |
| Scott Herring  | Approved | 05/17/2023 11:24 AM |
| Jeffrey Rogers | Approved | 05/17/2023 12:15 PM |
| Colleen Conko  | Approved | 05/17/2023 12:23 PM |

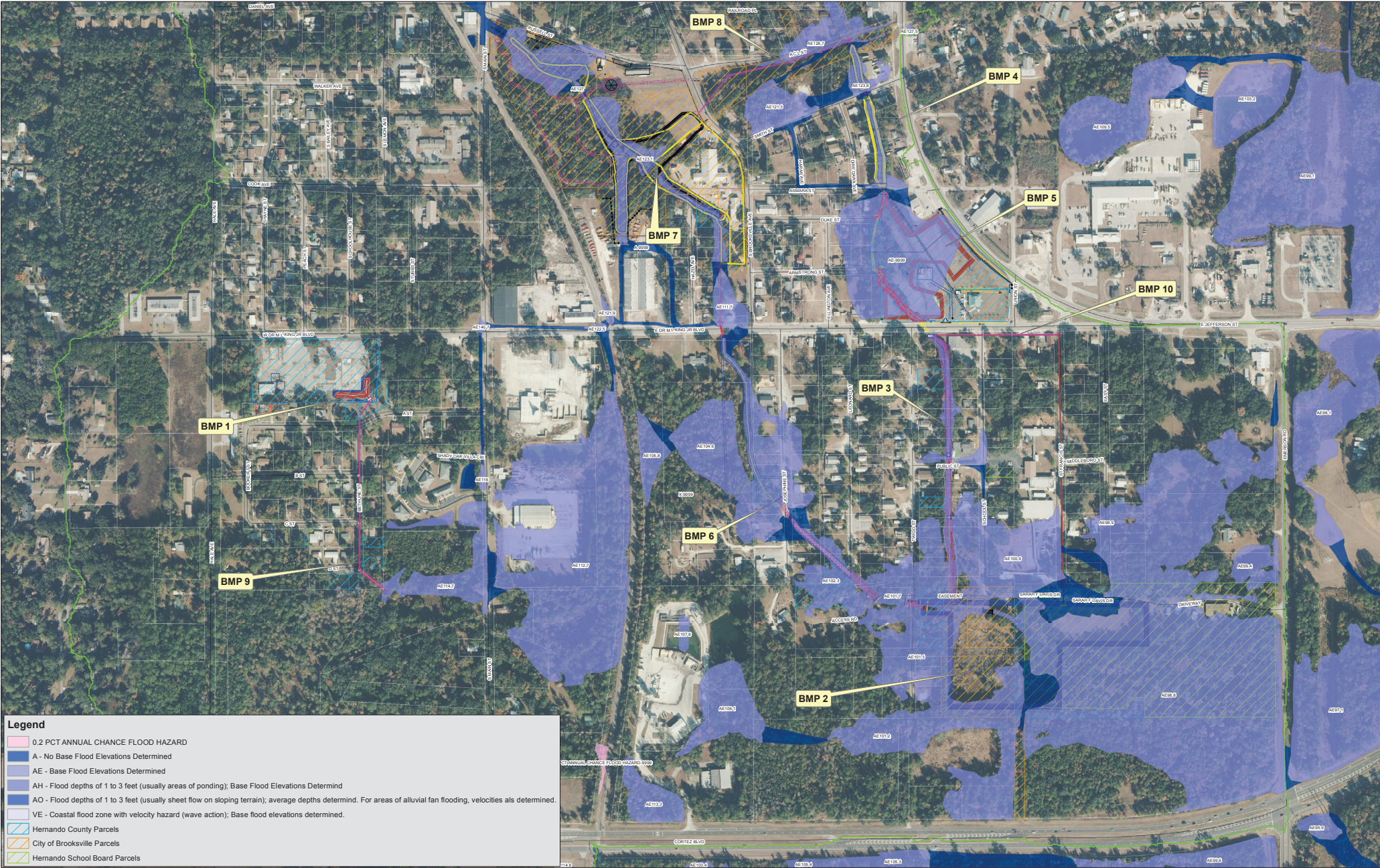


















**Table 1. BMP Summary Table**

| <b>BMP #</b> | <b>Type / Status</b>      | <b>Previous Master Plan</b>  | <b>Update</b>   |
|--------------|---------------------------|--|---|
| <b>1</b>     | Attenuation Permitted     | Stormwater Improvements at the Hernando County Department of Public Works (DPW) compound   | N/A, Not included in Watershed Model update because it was upstream of BMP 9 and would not impact stages and flows downstream |
| <b>2</b>     | Attenuation Not Permitted | Regional Stormwater Management System at decommissioned Brooksville Wastewater Treatment Plant   | Maximum storage was determined, and configuration of inlets/outlets were reviewed to maximize stage reduction.                |
| <b>3</b>     | Conveyance Not Permitted  | Stormwater improvements between Twigg and School Street from Martin Luther King Boulevard to Newgate Street  | Channel and RCB alternatives reviewed.  |
| <b>4</b>     | Conveyance Not Permitted  | Stormwater improvements of the existing channel located between Dire-Dawa Avenue and Jefferson Street from Smith Street to Asmara Street.  | Replacement of culverts under Smith and Asmara. Gabions between Smith and Asmara.   |
| <b>5</b>     | Attenuation Constructed   | Stormwater improvements at the cell tower located on “Parcel 23” at the corner of Asmara Street, Jefferson Street, and Martin Luther King Boulevard  | As-Built Information used to update watershed model.  |
| <b>6</b>     | Conveyance Constructed    | Stormwater improvements to the existing channel (also known locally as Parson’s Creek) from Martin Luther King Boulevard to the parcel owned by Hernando County located on the west side of Josephine Street, construction of a detention pond on the County | As-Built Information used to update watershed model.  |

| BMP #  | Type / Status                  | Previous Master Plan  | Update   |
|--|--------------------------------|---|--|
|  |                                | owned property, and channel improvements  |  |
| 7  | Attenuation<br>Constructed     | stormwater detention pond on the City of Brooksville DPW site   | As-Built Information used to update watershed model.   |
| 8  | Conveyance<br>Not Permitted    | 60" diameter pipe to divert flow from the existing channel west of Jefferson Street (upper reaches of Saxon's Brook) to the existing channel at Russell Park (Parson's Creek)   | 18" to 36" RCPs to direct stormwater to BMP 7 upstream of control structure                                      |
| 9  | Conveyance<br>No longer viable | 36" diameter culvert along Bethune Street from A Street to D Street   | N/A, Residential development prevents construction.  |
| 10   | Conveyance<br>Not Permitted    | a 24" x 38" elliptical pipe along Martin Luther King Boulevard from the existing channel east of Twigg Street to St. Francis Street culvert which is currently in design phase. Improvements include one stormwater manhole and diversion structure within the existing channel | 18" to 36" RCP pipes along St. Frances Street connecting to BMP 2 or bypassing downstream.                       |
| 11   | Conveyance<br>New              | N/A   | Additional culvert crossings under Cortez Blvd (SR 50). Impacts were not significant enough to justify the cost. |
| <b>From South Brooksville Stormwater Master Drainage Plan 2011</b> |                                |   |  |

# TWIGG STREET EASEMENTS

| <u>KEY #</u> | <u>STREET NAME</u> | <u>NOTES---NORTH BLOCK</u> |
|--------------|--------------------|----------------------------|
| 12364        | TWIGG ST           |                            |
| 12391        | E DR MLK BLVD      |                            |
| 12541        | TWIGG ST           |                            |
| 12550        | SCHOOL ST          |                            |
| 12569        | SCHOOL ST          |                            |
| 12578        | SCHOOL ST          |                            |
| 12587        | SCHOOL ST          |                            |
| 12596        | SCHOOL ST          |                            |
| 12603        | SCHOOL ST          |                            |
| 12667        | TWIGG ST           | PROBATE--12 OWNERS         |
| 12676        | TWIGG ST           |                            |
| 12685        | TWIGG ST           | 4 OWNERS                   |
| 12694        | TWIGG ST           |                            |
| 12701        | TWIGG ST           |                            |
| 12710        | TWIGG ST           |                            |
| 12729        | TWIGG ST           | 2 ACTIVE MORTGAGES         |
| 12738        | TWIGG ST           | CODE ENFORCEMENT LIEN      |
| 12747        | TWIGG ST           |                            |

| <u>KEY #</u> | <u>STREET NAME</u> | <u>NOTES---SOUTH BLOCK</u> |
|--------------|--------------------|----------------------------|
| 12612        | SCHOOL ST          |                            |
| 12621        | SCHOOL ST          | ACTIVE MORTGAGE            |
| 12630        | SCHOOL ST          |                            |
| 12649        | TWIGG ST           |                            |
| 12756        | TWIGG ST           |                            |
| 12765        | TWIGG ST           |                            |
| 12774        | TWIGG ST           |                            |
| 12783        | TWIGG ST           | OWNER DECEASED             |
| 12792        | TWIGG ST           |                            |
| 12809        | TWIGG ST           |                            |
| 12818        | TWIGG ST           |                            |
| 12827        | TWIGG ST           |                            |
| 669244       | SCHOOL ST          |                            |
| 716167       | TWIGG ST           |                            |
| 1336851      | TWIGG ST           | HERNANDO CTY PROPERTY      |
| 1381720      | TWIGG ST           |                            |
| 1568388      | TWIGG ST           |                            |



## AGENDA ITEM

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### TITLE

Proposed Recipients for Hernando County Opioid Prevention Grant Program

### BRIEF OVERVIEW

At the January 24, 2023, regular meeting, the Board of County Commissioners approved the Hernando County Opioid Prevention Grant Program and associated budget resolution. The Grant Program allocates funds to local agencies with a vested interest in our community from the settlement agreements negotiated through the State of Florida Attorney General's Office from Allergan Pharmaceutical, Teva, Wal-Mart, and CVS Health Corporation lawsuits.

Proposal submissions deadline was March 24, 2023, and six (6) applications were received and reviewed by County staff for adherence to grant program criteria (see below) and the ability to incorporate reporting procedures.

- Category 1: Abatement strategies (medication-assisted treatment, reverse drugs, NAS treatment, recovery services).
- Category 2: Prevention Programs - youth, guardians/parents, pregnant and postpartum women.
- Category 3: Public Education Campaigns.
- Category 4: Incarcerated Population Treatments - Support of diversion efforts.
- Category 5: Harm Reduction Programs.
- Category 6: Wrap-Around Services or Expansion of Support Systems.

The following agencies submitted proposals:

- NAMI Hernando, Inc.
- Premier Community HealthCare Group, Inc.
- Hernando Community Coalition
- Jericho Road Ministries
- Hernando County Fire Rescue
- BayCare Behavioral Health, Inc.

Staff Recommendations are as follows:

- BayCare Behavioral Health - \$45,550
- Premier Community HealthCare Group - \$25,000
- Hernando County Fire Rescue - \$20,000
- Jericho Road Ministries - \$10,000 specifically to support this agency's partnership with



only Drug Court.

- Hernando Community Coalition - \$15,000 specifically to support Other Category within their proposal regarding Public Awareness materials, PSAs, Training Institute materials and event space, and safe disposal supplies.

Grant agreements for awarded funds will be placed on a future agenda for approval.

## FINANCIAL IMPACT

To date the County has received \$322,286 that will be held in the Opioid Settlement Fund 1557-3693000 Settlements Account until time the County determines how to allocate the funds.

## LEGAL NOTE

The Board has the authority to take action on this matter pursuant to Chapter 125, Florida Statutes.

## RECOMMENDATION

It is recommended that the Board review all submitted proposals, allow agencies to provide any additional information on their proposals as necessary, approve the staff recommendations for grant awards, and approve County staff to prepare grant agreements with selected agencies.

## REVIEW PROCESS

|                |           |                     |
|----------------|-----------|---------------------|
| Tobey Phillips | Approved  | 04/25/2023 9:57 AM  |
| Toni Brady     | Approved  | 04/25/2023 10:33 AM |
| Pamela Hare    | Approved  | 04/25/2023 12:40 PM |
| Jon Jouben     | Escalated | 04/27/2023 5:21 PM  |
| Pamela Hare    | Approved  | 04/28/2023 9:09 AM  |
| Jon Jouben     | Approved  | 04/28/2023 12:58 PM |
| Heidi Kurppe   | Approved  | 05/02/2023 10:33 AM |
| Scott Herring  | Approved  | 05/02/2023 10:57 AM |
| Jeffrey Rogers | Approved  | 05/16/2023 12:58 PM |
| Colleen Conko  | Approved  | 05/16/2023 2:15 PM  |

**Response to Hernando County  
Opioid Prevention Grant Program  
Category 1: Abatement Strategies  
(medication-assisted treatment, reverse drugs, NAS treatment,  
recovery services)**

**ATTENTION**

Hernando County Board of County Commissioners  
621 West Jefferson Street  
Brooksville, FL 34601  
jlwright@co.hernando.fl.us

**PROVIDER LEGAL NAME, ADDRESS AND CONTACT**

BayCare Behavioral Health, Inc.  
15311 Cortez Boulevard  
Brooksville, FL 34613  
**Contact:** Debbie Antioco, Grants Manager  
deborah.antioco@baycare.org  
727-315-8663

**PROGRAM**

Category 1: Abatement Strategies (medication-assisted treatment, reverse drugs, NAS treatment, recovery services)

**START DATE AND COMPLETION DATE**

October 1, 2023 – September 30, 2024

**POPULATION(S) SERVED**

Adult Substance Use and/or Substance Use and Co-Occurring Disorder. Pregnant and post-partum women, parents involved in the child welfare system, individuals who inject drugs, and people reentering communities from criminal justice settings. These funds will also be used to serve eligible individuals with opioid use disorders who do not fall into one of the above populations.

## **NARRATIVE**

BayCare Behavioral Health (BCBH) offers a robust service line menu in Hernando County for the treatment of substance use disorders. The current continuum of services includes Individual and Group Outpatient Counseling, Medication-Assisted Treatment, In-Patient Detoxification and Adult Residential Treatment.

In 2021, BCBH expanded the substance use service array in Hernando County to include Medication-Assisted Treatment services to address the opioid crisis. The program has added two (2) medical providers that specialize in treating individuals with substance use disorders.

In 2022, BCBH has assessed over 200 individuals with a substance use disorder and treated 120 individuals in the Hernando County Medication-Assisted Treatment (MAT) program. The MAT program treats individuals who are insured, indigent, uninsured or underinsured with an opioid use disorder ( or are misusing opioids) who are receiving buprenorphine or naltrexone maintenance treatment. Case Management and Recovery Support wrap around services, such as Peer Supports, are made available to individuals in the MAT program to build an individual's recovery capital and secure long term maintenance.

This funding request will enhance and expand the current MAT program by offering services to an additional fifty participants and improve individuals staying engaged in treatment, thus maintaining their recovery from opioid use.

- Transportation barriers to treatment will be mitigated with the use of Uber Health to assist with transportation to individual and group counseling sessions.
- A vehicle will provide the Peer and Case Manager access to assist patients in getting them to community meetings, i.e. NA, Celebrate Recovery and AA, in turn, improving their ability to create a community support network.
- Urine drug screens are necessary for randomized drug testing in the treatment of opioid use disorder.
- Detera disposal bags are useful in eliminating unused or unwanted prescribed opioid medications in a safe manner.
- Recovery Oriented System of Care training for the BCBH MAT team members will provide the tools necessary to support a comprehensive, holistic approach to servicing individuals seeking recovery from Substance Use Disorder and/or a co-occurring Diagnosis.

## **GOAL**

BCBH projects to serve fifty additional patients through substance use disorder screenings and/or referrals into medication-assisted treatment services for opioid use disorder.

**BAYCARE BEHAVIORAL HEALTH, INC.**  
**HERNANDO COUNTY OPIOID PREVENTION GRANT PROGRAM**  
**PROGRAM - CATEGORY 1: ABATEMENT STRATEGIES**  
**(MEDICATION-ASSISTED TREATMENT, REVERSE DRUGS,**  
**NAS TREATMENT, RECOVERY SERVICES)**

| <b>FUNDING SOURCES &amp; REVENUES</b> | <b>Actual</b>   |
|---------------------------------------|-----------------|
| Program Funding                       | \$45,550        |
| <b>TOTAL</b>                          | <b>\$45,550</b> |
|                                       | =====           |

| <b>EXPENSE CATEGORIES</b> |                 |
|---------------------------|-----------------|
| Transportation            | \$30,000        |
| Participant Support Funds | \$1,250         |
| Other                     | \$14,300        |
| <b>SUB TOTAL</b>          | <b>\$45,550</b> |
|                           | =====           |

|                                 |                 |
|---------------------------------|-----------------|
| <b>TOTAL OPERATING EXPENSES</b> | <b>\$45,550</b> |
|---------------------------------|-----------------|





### **Hernando County Opioid Prevention Grant Program**

**Applicant:** Hernando County Community Anti-Drug Coalition, DBA Hernando Community Coalition

**Funding Request:** \$100,00.00 for 12-month period

The Hernando Community Coalition (HCC) is a data-driven, 501(c)(3) nonprofit organization operating since 2004. HCC is a countywide behavioral health partnership with a **mission to prevent and reduce substance use and associated problems among youth, families, and the community as a whole in Hernando County, Florida.** Hernando County has not escaped the current opioid epidemic, with high rates of overdoses, criminal behaviors, and family destruction. The Florida Medical Examiners Commissioners Report showed that in 2021 Florida's Circuit 5 (Hernando, Lake, Citrus, Marion, and Sumter Counties) there were 541 opioids identified at the time of death (either present or cause) in toxicology reports, an increase from 449 in 2020.<sup>1</sup> In Hernando County, 63 persons died from an opioid overdose in 2021, more than double the 24 individuals in 2020.<sup>2</sup> In 2022 in Hernando County, there were 427 Emergency Medical Service (EMS) Responses to a suspected opioid-involved overdose,<sup>3</sup> with naloxone administered 418 instances. In 2021 in Hernando, there were 188 non-fatal Emergency Department visits due to opioid-involved overdoses and 89 hospitalizations.<sup>4</sup> Naloxone training and distribution efforts in Hernando County continue to be a needed service to reduce opioid overdose deaths. Research indicates that naloxone distribution can reduce community-level overdose mortality by as much as 37% to 90%.

The FDA recently stated, "Today's drug overdose crisis is multifaceted and has evolved beyond prescription opioids. Illicit opioids, largely driven by fentanyl and its analogues, have become key contributors, (August 2022, FDA). In 2021 Florida's Circuit 5, there 312 fentanyl-involved overdose deaths (up from 213 in 2020) and 37 from fentanyl analogs. Data available from 2019 and 2020 for Hernando County showed fentanyl being the most common opioid identified in toxicology reports.<sup>3</sup> The FDA also stated, "Other controlled substances, including benzodiazepines and stimulants (particularly methamphetamine), also are being used in combination with opioids" (August 2022, FDA). Education and awareness surrounding the dangerous and deadly use of fentanyl is needed among Hernando residents as the use of the opioid alone and "mixed in" with other drugs continues to spread.

Opioid use is impacting Hernando County adolescents, including babies, children, and teens. In 2021, there were 871 investigations conducted by Child Welfare for substance misuse in Hernando County, of which 80 were for substance exposed newborns.<sup>5</sup> An average of 58 children ages 0-5 per year (3-year average 2018-2020) in Hernando County were removed from



their home by Child welfare for a parent's drug abuse (excluding alcohol). Among all residents under 18, the average was 102 youth per year. In 2022 among Hernando high school aged students, 33.6% reported there is substance abuse in their household.<sup>6</sup> Additionally, though the cause is not identified, 33.6% of high school ages students reported they have a household member who is incarcerated. In 2022 among Hernando County 11- to 17-year-old students, 3.4% report they have misused a prescription pain reliever in their lifetime. The risk of untreated trauma and mental illness leading to "self-medicating" is a real threat in the fight against the opioid epidemic. Gaps in our system of care and the related impact stretch across our most vulnerable populations and opioid dependency has disrupted public safety increasing the burden on law enforcement as well as the healthcare, child welfare, and juvenile and criminal justice system here in Hernando County.

To prevent opioid addiction among our younger population and reduce the numbers of babies born addicted in Hernando County, a multi-tiered approach is needed that includes educating youth and child-bearing age adults on the dangers of opioid use, the risks for overdose, what happens to babies born addicted, and working with professionals and families who care for children of substance using parents to help break the cycle of addiction.

**Timeframe:** The project would begin and end upon the start and end date determined by the BOCC for a 12-month period that includes annual project reach. The completion date, If allowable, would be the end of a 5-year period where the goal, objectives, strategies, activities, budget, proposed reach/targets would repeat annually.

**Purpose: To Reduce and Prevent Opioid Use and Associated Problems among Hernando County residents.** Preventing and reducing opioid use and opioid overdose in Hernando County requires a comprehensive mix of evidenced-based prevention approaches including family-based and community-based interventions that address the dangers of opioid use as well as associated problems. The proposed project will reduce and prevent opioid use disorder, opioid overdose, opioid addicted babies, and work to break the cycle of addiction among our most vulnerable populations through outreach, education, and support, and will increase healthy norms and behaviors among area youth, young adults, families, and professionals.

**Goal 1: Increase awareness of the risks and dangers of opioid use and associated problems through countywide public education campaigns, messaging, and information dissemination.**

- Objective 1: Increase awareness of the dangers associated with fentanyl among youth and adults, including the dangers of fentanyl mixed with other drug types that are leading to overdose and death.
- Objective 2: Increase awareness on the impact of opioid addiction on babies (neo-natal abstinence syndrome) including risks for pregnancy and substance exposed babies across the lifespan through countywide messaging and information dissemination.



- Objective 3: Increase awareness of how to safely dispose of unused or expired opioid medications such as medication disposal systems, drug drop off sites, drug take back days, and the importance of keeping medications secure in the home.
- Objective 4: Increase awareness of how to identify and help if someone is experiencing an opioid overdose and what to do (call 911 immediately, how to use naloxone) through countywide messaging and information dissemination.

**Description of Strategies/Activities:**

- Develop/share PSAs, Ads, signage, and messaging with awareness info via media outlets such as TV, radio, print, social media, and other on-line and community sources.
- Develop/share a series of infographics for coalition members and committees to share via online and print with local data on rates of use, consequences, and community factors to increase awareness of current issues.
- Provide presentations to community agencies, local groups, schools, churches, etc.
- Share information at community and school-based events.

**Goal 2: Provide education on opioids and associated problems to reduce and prevent opioid misuse and enhance the skills of residents to address opioid misuse and overdose.**

- Objective 1: Develop, coordinate, and implement a Hernando County Opioid Training Institute for community members to increase the knowledge on opioid dangers and opioid-related problems.
- Objective 2: Provide topic-specific education using best practices and evidenced-based approaches through the Hernando County Opioid Training Institute for different subsets of the workforce.
- Objective 3: Provide topic-specific education using best practices and evidenced-based approaches through the Hernando County Opioid Training Institute for different subsets of the population including youth and families.

**Description of Strategies/Activities:**

- Provide quarterly trainings for area professionals and community members on opioid-related topics. Examples include:
  - Presentations to local leaders on the estimated financial costs of NAS and substance exposed newborns in both NICU and on-going care
  - Workshops for childcare providers/centers serving children 5 and under on caring for babies and children that were substance exposed/suffering from Neo-natal Abstinence Syndrome.
  - Prescriber/Treatment provider training on Addiction Free Pain Management.
  - Best practices for opioid prescribing and PDMP use for area prescribers.
  - Awareness of naloxone/Narcan training
  - Classroom education for middle and high school aged students on opioid use dangers and the impact of opioids on babies including latest available research.
  - Education for criminally involved females on opioids impact on babies and families.

- Safe needle disposal and what to do if you see a discarded needle.
- Rx bootcamp for Seniors (risks, safe disposal, etc.)
- Host an annual opioid-related conference/summit provided through the Hernando Substance Exposed Newborn and/or HCC that is currently impacting Hernando.

**Goal 3: Implement community-level environmental change strategies that will reduce access to opioids, decrease barriers to treatment, reduce risk factors and increase protective factors surrounding opioids.**

- Objective 1: Implement safe disposal strategies that reduce access to opioids that are misused.
- Objective 2: Implement strategies that enhance access to opioid treatment and treatment of other behavioral health issues that can lead to “self-medicating”.
- Objective 3: Implement strategies that reduce death from opioids and reverse overdose.
- Objective 4: Implement strategies that decrease stigma surrounding opioid addiction.

**Description of Strategies/Activities:**

- Disseminate safe medication disposal systems (Dispose Rx, Safe Rx).
- Engage new healthcare offices to provide safe disposal systems/info to patients.
- Disseminate Narcan kits.
- Support law enforcement drug take back days.
- Provide local resource lists for behavioral health treatment
  - Substance Exposed Newborn resource guide (New Mom Toolkit)
  - Substance Exposed Newborn resource maps
  - Substance Exposed Newborn resource cards
  - Hernando Cares Behavioral Health resource guide
- Develop/implement social norming messaging/programming to change the negative perceptions of individuals and families who have been impacted by opioid addiction and encourage support.
- Conduct research with Hernando residents who have been addicted to or impacted by opioid misuse and addiction to determine gaps in system of care, possible enforcement needs, policy issues, etc.

**Population Served:** Activities will include initiatives that span across Hernando County reaching large portions of the population each year as well as targeted strategies for different subsets of the population and will include addressing risk factors that can lead to opioid addiction such as untreated mental illnesses, trauma, and multi-generational substance use, and include a focus on substance exposed newborns and high-risk populations. This includes:

- Wide range of Hernando residents with universal prevention efforts
- Youth ages 11-17
- Parents, caregivers, grandparents
- Healthcare providers, Childcare staff, and other professionals
- Persons ages 15 to 44 who are of child-bearing age or sexually active



- Economically disadvantaged youth and families
- Minority populations

**Annual Project Targets – 12-month period from start date**

1. 50,000 reached via public awareness info/media outreach
2. 2,000 persons reached in-person (events, presentations)
3. 300 persons attend trainings
4. 500 persons reached with resource information
5. 1,000 persons reached with safe disposal kits, Narcan kits

**Organization Capacity:** HCC has extensive experience providing prevention services to targeted populations and residents countywide. HCC has successfully managed numerous State, Federal, and local grants and contracts focused on substance use prevention and related problems, including serving as mentors across the State for other prevention collaborations addressing youth substance use. We are lucky to have a diverse Board and membership that allows us to represent the different demographics in the County. The HCC is inclusive of all residents, no matter the age, races and ethnicities, genders, sexual preference, and socio-economic status. In 2016 the HCC was awarded its second 5-year award from SAMHSA to address youth substance use and included prescription drugs in the award. Through various projects/programs addressing youth opioid use implemented with coalition partners, we have seen reductions in youth opiate use, but all ages of residents in Hernando County are impacted by the current opioid epidemic. Challenges such as socioeconomic factors, policies, family addiction, norms supportive of use, and the rise and availability of fentanyl remain, leaving much work still to do.

**Project Monitoring/Evaluation Efforts:** To ensure all programmatic efforts are monitored and tracked, HCC will ensure all project participants provide needed information by providing service activity logs that collect activities conducted, numbers reached, activity type, etc., and will be entered into the HCC's data management warehouse tool. Supporting information collected will include, for example, activity sign-in-sheets, numbers of materials disseminated, in person and on-line reach; pre/posttests; and training evaluation forms. This will allow for the HCC to provide reports and information as requested by the funder. In addition to the performance measures captured, the project goal and objectives will compare baseline data sets to project end data sets to determine rates of change. This includes the Florida Youth Substance Abuse Survey (FYSAS), administered every other year at the county-level (2018 baseline, 2020, 2022, 2024, 2026) among middle and high school students (ages 11 to 17), will be used to monitor and evaluate changes to opioid use and related measures such as perceived availability of drugs and ACEs. Goals related to behavioral health disparities and substance-related problems will be continually monitored and measured by a series of data sets including School district data on violations for substance use and other behavioral incidents, investigations conducted by Child Protective, and data regarding opioid overdose including EMS, ER, hospital stays and the Florida Medical Examiners data.

**DATA SOURCES:**

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<sup>1</sup> Florida Medical Examiners Commission

<sup>2</sup> Florida Department of Law Enforcement via Florida Charts/Florida Department of Health

<sup>3</sup> Florida EMSTARS via Florida Charts/Florida Department of Health

<sup>4</sup> Florida Agency for Health Care Administration/ Florida Department of Health

<sup>5</sup> Florida Department of Children and Families

<sup>6</sup> Florida Youth Substance Abuse Survey

**Budget Request:** \$100,000 for 12-month period

| Category Overview  | Amount              |
|--------------------|---------------------|
| Salaries/Fringe    | \$57,520            |
| Travel             | \$1,167             |
| Operating/Supplies | \$4,586             |
| Subcontractors     | \$21,900            |
| Other              | \$14,827            |
| <b>TOTAL:</b>      | <b>\$100,000.00</b> |

**Budget Detail:**

**Personnel - \$57,520.00**

**Executive Director/Program Director: \$14,892**

- 5 hours per week - \$52 an hour = \$13,520
- Fringe - 10.15% = \$1,372

The HCC's Executive Director will oversee all projects including collaboration with partner agencies and local participants such as healthcare professionals, educators, and media outlets, reporting to funders, and agency day-to-day operations needed for award implementation. HCC fringe includes only SS, FICA, and Workmans Comp.

**Project Coordinator: \$34,367**

- 20 hours per week - \$35.00 an hour = \$39,888
- Fringe - 10.15% = \$3,488

A Project Coordinator, under the supervision of the Director, will coordinate the strategies and activities in the proposed plan including trainings, events, material development, material dissemination, and related duties. HCC fringe includes only SS, FICA, and Workmans Comp.

**Evaluator/Epidemiologist - \$8,261**

- \$7,500 per year
- Fringe - 10.15% = \$761

The HCC's Evaluator and Epidemiologist will assist with reporting on project outcomes including reports to funder, data collection and analysis, and infographic development.

**Travel - \$1,167.00**

Local mileage for Project Staff to complete the project plan.  
\$0.50 per mile x 2,334 per year (approx. 194.5 miles per month)

**Operating/Supplies - \$4,586.00**

Office rent: 10% of total cost per month = \$83 x 12 months = \$996  
Office Utilities/Maintenance/Communications = 10% of annual costs = \$1,190  
General Office Supplies: \$200 per month x 12 months = \$2,400

- items such as postage, binders, copies, toner



**Subcontractors- \$21,900.00****Bookkeeper – \$900**

\$75 per month x 12 months

**Expert Speakers/Trainers - \$10,000**

Topic experts for the Hernando County Opioid Training Institute will be utilized at quarterly trainings and/or annual conference.

**Material Development/Designer – \$5,000**

Graphic design, training materials, and other needed development.

**Social Media – \$6,000**

\$500 per month for 12 months for Lyfe Marketing -Ads/PSAs targeting Hernando County residents with opioid awareness info.

**Other – \$14,827.00 - Project Specific Supplies, Materials, Fees****Printed Public Awareness Materials - \$5,577**

- Professional Printing- Informational handouts/Educational materials, Resource lists (Rack Cards, Palm Cards, brochures) \$1.00 per item x 2000 items = \$2,000
- Print Ads – 2 to 4 ads in local papers, magazines - \$500 to \$1000 per ad = \$2,000
- Indoor Floor Decals - 24"x24" full-color floor decals printed on a lightweight slip-resistant fabric with a textured matte vinyl coating = 25 for \$550
- Stall Sign Inserts - 8.5"x11" full-color on 100 lb. gloss cover = 300 for \$540
- Static Clings - 4"x4" full-color static clings with static on back = 500 for \$487

**Audio/Visual PSAs/Ads- \$4,500**

- Video PSA Development \$25 per video clip via bitable = \$500
- Radio PSA Airings - Hits 106 = \$4,000

**Training Institute Materials/Event Space - \$3,250**

- 5 days of room rental for trainings and conference 250x5 = \$1,250
- Materials needed such as poster boards, printing, markers, etc. as described by speakers- \$250 per training x 4 trainings = \$1,000
- Conference supplies/materials needed such as poster boards, printing, markers, etc. as described by speakers = \$1,000

**Safe Disposal Supplies - \$1,500**

- Detera Drug Deactivation Systems- 90 pill disposal bags – sold in sets of 350 bags for \$500 – 3 sets x \$500 = \$1,500





## Hernando County Opioid Prevention Grant Program

The opioid crisis is one of the most significant public health challenges in the United States. Hernando County has not been spared from this epidemic, as the usage of opioids has increased rapidly in recent years. The medical need for Naloxone/Narcan has become imperative in the county, as it serves as a lifesaving medicine that can reverse an opioid overdose. Due to the opioid crisis, there has been an enormous increase with the amount of Naloxone that has been dispensed by our Emergency Medical Service personnel. There are times multiple doses are required to awaken an individual that may have overdosed, and the cost of the drug has steadily increased with the availability becoming increasingly harder to acquire. Hernando County Fire Rescue services a current population of 199,207 and has 262 personnel that are Advanced Life Support (ALS) certified and medically trained to assist. With the limitations of availability and the cost of the drug currently at \$211.00 for a box of 10 doses there is a financial strain placed on the department. The usage of Naloxone/Narcan has surged in Hernando County over the past few years due to the rising opioid usage. In 2020, the county used 374 doses of Narcan, which rose to 542 doses in 2021. For 2022, the number of Narcan doses used was 509 and in the first quarter of 2023 we have used 99 doses- with the peak of the year still to come.

Hernando County Fire Rescue with the aid of our Community Risk Reduction Team assists the community and schools to help educate on drug dependency. Currently there is a budget of \$3,500.00 for promotional activities and printing. With additional funding of \$20,000.00 we would assist in community awareness with billboards and pamphlets on the long-term effects of opioid abuse as well as the purchase of additional doses of naloxone/narcan to combat the increase in doses administered.



Jericho Road  
Ministries, Inc  
PO Box 864  
Brooksville, FL 34601  
(352) 799-2912  
www.jericho-road.net

# Jericho Road Ministries



*helping the hungry, homeless, and hurting in the name of Jesus*

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Rev. Andrew Chamberlin  
**Ministry Chaplain**  
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To Whom It May Concern,

On behalf of Jericho Road Ministries, we are honored to be considered as a recipient of the Hernando County Opioid Prevention Grant Program. Below, we have provided the requested information, along with several attached documents expounding in more detail our program overviews, financial reports, reference letters, and a testimony from our program graduate. Because of the resources we provide to the county in helping shelter and care for those recovering from opioid addiction and other substance abuse issues, we are requesting \$60,000 to continue our work by helping elevate some of the cost it takes to run our shelters and recovery program. These funds will help people facing addiction in Hernando County get the adequate recovery that they need, so together, we can provide our community with a safer place to call "home".

Sincerely,

Andrew Chamberlin  
CEO and Ministry Chaplain



## AGENCY INFORMATION

Jericho Road Ministries, Inc.  
Established in Hernando County in 1998

## MISSION OF JERICO ROAD MINISTRIES

Our mission is to create a Christ-centered, sustainable ministry to serve the hungry, homeless, and hurting in West Central Florida.

We fulfill this mission by providing shelter to men and women who face homelessness, offering a five-month recovery program free of charge to those hurting from the effects of addiction, and distributing food to local families in need.

## OUR SERVICES

Jericho Road shelters are the only designated emergency and cold weather shelters in Hernando County. We offer our facilities as a resource to our community by providing a place to shelter those in need. We work very hard to maintain a clean and safe environment, so that everyone who enters our facility is not only protected from cold nights, but feels the warmth and love extended during their stay. Our doors are open to individuals in immediate need of shelter as long as they are alcohol and drug free (for the safety and protection of all). We provide access to shower facilities and basic toiletry needs. Upon arrival, guests receive a meal, change of clothes, a bed for the night, and an invitation to take part in the evening's chapel services. No program commitment is necessary for these short-term stays. However, guests who need further help can apply for our five-month REbuilt recovery program free of charge.

## AGENCY CAPACITY

- 40-bed Men's Shelter
- 7-bed Women's Shelter
- New 30-bed Women's Shelter coming soon
- 12-bed Women and Children Shelter currently under construction

## STAFFING

- There are 6 full time staff members that serve at our men's shelter and an onsite VP over all programs.
- There are 2 full time staff members that serve at our women's shelter.
- The CEO and Ministry Chaplain, Andrew Chamberlin teaches three times a week and oversees the entire REbuilt recovery program.



## SHELTER AND PROGRAM DATA FROM 2022

- Total Shelter Nights **17,963**
- Shelter Occupancy **85.4%**
- Shelter Meals Served **48,718**
- Individuals served **753**
- Total Classes attended **1187**
- Program Graduates **26**

## REBUILT RECOVERY PROGRAM OVERVIEW

REbuilt is a five-month recovery program hosted in our shelters that offers men and women a safe place to overcome addiction, while taking part in several classes, trainings, and therapy hours. The goal is that each resident will re-enter society stronger and wiser. The recovery program is completely voluntary and free of charge to those who meet the requirements and are accepted.

## PROGRAM GOALS

- Expand partnership with drug court (more participants)
- Expand more spots for women in our program
- Partner with other churches and ministries to provide aftercare and mentorship to our graduates
- Continue to update database to provide accurate statistical data in relation to demographics and substance choice for residents

(See attachment for further objectives of program)

## NEHEMIAH PROGRAM

Upon completion of the REbuilt recovery program, graduates have an opportunity to apply for our Nehemiah Program, where they continue to take classes and advance their skills while working and moving forward in finding housing and stability. This time of transition provides continued accountability and mentorship.

## NEHEMIAH PROGRAM GOALS

- Maintain employment
- Save money earned to budget toward the residents' financial plan
- Attend off-site weekly meetings
- Attend on-site weekly meetings/chapel services
- Attend recovery meetings
- Seek and secure permanent housing
- Get involved in a local church

(See attachment for further objectives of program)

## DRUG COURT PARTNERSHIP

The Hernando County Adult Drug Court Program is a court supervised intensive and highly structured program consisting of both comprehensive out-patient treatment and case management supervision for non-violent offenders. The program includes, but is not limited to, regular court appearances, random drug screens, group/individual substance abuse counseling and frequent substance abuse peer support group meeting attendance. The length of this four-phase program is normally 15-24 months.

Jericho Road has a great relationship with those who work within drug court. We are very grateful for that partnership and would like to continue serving there for many years to come.

(Please see attached reference letter)

## DRUG COURT TESTIMONY

"I was arrested on drug charges and spent seven months in jail. When I was released, I was assigned to drug court and went through the REbuilt recovery program at Jericho Road Ministries. Jericho helped me get through the entire drug court process with no sanctions. After I graduated the program, I became a staff member at the men's shelter and now I help people get through what I went through." - Todd Mullins

(See Todd's full testimony in attachments)

## HOW WE CAN HELP

- When someone who is homeless gets arrested on a drug charge, the result is usually a sentence to jail or prison, which can be an ongoing cycle until they get further help. At Jericho Road Ministries, our program is designed to help those individuals by keeping them off the streets and out of detention centers, so they can get the appropriate recovery that is needed before returning back to society.

- As a local program, we provide a resource to our county for those in need of shelter and recovery for trauma-informed care.
- Jericho Road can provide individuals with an address which allows them to participate in drug court and get the help they need.
- Jericho Road has already helped 8 men and 3 women from drug court, by having them go through the REbuilt recovery program. It is our hope and desire to continue being a resource so that many more can receive restorative justice through getting the help that they need.
- We provide all our residents from drug court with transportation and supervision to ensure they arrive when needed and on time.

## POPULATION SERVED

- Men and women who face substance/alcohol abuse
- Residents with low to no income and/or are homeless
- Drug court participants
- Veterans
- Individuals seeking for a free recovery program
- Previous inmates

We serve a wide variety of those in need. Our shelters offer a safe place for those who are homeless or on low income and can no longer afford housing. Our REbuilt recovery program serves those facing addiction and substance abuse.

## DEMOGRAPHICS

In the past 20 months, 339 individuals have stayed at our shelters. 231 of them have been from Hernando and surrounding counties. (68%)

- 130 individuals from Hernando County
- 70 individuals from Pasco County
- 23 individuals from Citrus County
- 8 individuals from Sumter County

These records show that financial contributions to the ministry are not only serving individuals in need, but also providing specific value to our county.

## ADDITIONAL GOALS AND OBJECTIVES

- Eliminate the drug crisis in Hernando County  
Through the REbuilt recovery program at Jericho Road, we see individuals set free from addiction, reuniting with their families and reentering back into society wiser and stronger. We want that same result for everyone who finds themselves in need of recovery, so their homes and our streets are safer.
- Create additional partnership with local community groups  
We would not be able to do all that we do without the partnerships of local businesses, churches, other ministries, and community leaders. We hope to continue creating lasting partnerships for the sake of those we are serving and our community at large.
- Improve statistical data management  
We make it a great effort to track our information well. One of our goals is to keep advancing in this way to develop stronger strategies. Our data systems and management software programs provide us with important information through detailed records and reports. This allows us to see the areas of success and provides insight in areas of needed growth. We strongly believe in data driven decision making in all avenues within our ministry and hope to provide stronger statistics to inform the community as well.

## CONCLUSION

If we were to receive the requested \$60,000, the funds would be used to supplement our current operating expenses. This year's projected monthly cost to operate our shelters and recovery program is roughly \$44,000. We have seen increases in expenses such as utility bills, gas prices, and insurance. The funds from this grant would help offset some of these unavoidable rises from inflation and our shelters being at max capacity, and allow us to invest directly into our programs and services to the community.



## JERICO ROAD REBUILT RECOVERY PROGRAM DETAILS



REbuilt is a 5 month recovery program where residents take part in **classes, work therapy, recreation, job search activities, and Bible study**. (As listed down below)

### ● CLASSES

Each resident is required to participate in the Rebuilt program classes. These classes are designed to prepare residents to trust God as they find a job, manage personal finances, relate with other people appropriately, and live self-sufficiently. The Rebuilt program classes consist of 22 sessions covering various topics. Residents will participate in 2 classes per week and a group discussion session for each class. The classes are broken down into four units: Faith, Self-Assessment, Life Plan, and Recap of the Program. The faith classes help residents learn about God and faith. They also encourage residents to make new commitments to God and His church. They are designed to help residents recognize the importance of their spiritual growth and participation in a local church as the foundation for a successful future in recovery. The assessment classes address communication skills, decision making, problem-solving, and developing a new way of thinking. Personal life issues are discussed, and the power of God's presence in their lives focuses on self-control and mature personal growth. The life plan classes assist residents in developing skills for living self-sufficiently. Residents will create a life vision plan and go over financial planning and housing topics. And finally, the recap of the program classes is designed to guide residents on how to live out all they have learned throughout their program and apply it to their lives. The life plan classes close our class series by addressing the importance of setting goals and markers in their lives, having a determined focus on life changes, getting involved and staying involved in a church, giving back as the Lord leads, the foundation of God's Word, and the lifelong impact of hard work.

### ● WORK THERAPY

Each resident is assigned chores to assist in the shelter's overall upkeep and contribute to their own support and self-respect while receiving treatment. Personal chore time is

allotted daily for residents to attend to their rooms, personal hygiene, or study. Residents will also participate in work therapy at our shelter, thrift stores, food barn, or other assigned sites. Work therapy is an important part of their program as it helps residents develop better attitudes and skills for a new life outside of Jericho.

- RECREATION

Recreation is also considered an important part of the residents' recovery program. An exercise area, pool table, library, and other activities are provided. Recreation also includes weekly outings to local approved sites. On occasion, outside agencies speak to residents about services available upon graduation from the program. House meetings are conducted weekly to give residents time to discuss their group living arrangement matters. A shelter staff member leads this meeting.

- JOB SEARCH

Once Rebuilt classes and group discussions are completed, residents will shift toward an employment focus. Residents will be assigned designated times per week to seek employment, work on additional personal assignments, and continue to develop their life plan, including housing and financial plans. The measurable goal for each resident served is to have them leave our facility self-sufficient with a sustainable job and having obtained permanent housing.

- BIBLE STUDY

Worship and Bible study are foundational to Rebuilt. Morning devotions consist of spending time in prayer, reading, and reflecting on a daily devotional. Evening chapel is conducted by an outside guest pastor or volunteer and is designed to glorify God and edify our guests and residents. Shelter staff attend both the morning devotions and evening chapels. Residents attend a local church on Sunday mornings for worship and at other times as directed by the Vice President of Programs. Since we believe that the local church is an integral part of residents' re-entry into the community, we permit residents to participate in an area church of their choice towards the end of the program. Residents will be encouraged to become regular in attendance. Church participation will help residents develop friendships and accountability partners to support their recovery. We believe that a key part of each residents' recovery will be establishing a Christian support group for when they graduate.

## **WHAT SETS REBUILT APART?**

- We are the only inhouse recovery program in all of Hernando County
- We specialize in helping addicts find recovery so they can be reunified with their families.
- We provide transportation and personal support to all residents for appointments and employment until they are capable on their own.
- It is completely free of charge

## NEHEMIAH PROGRAM OVERVIEW

An additional 5-month program that residents may enter upon completion of the Rebuilt Recovery Program. The Nehemiah Program is designed to provide transitional housing for residents as they work toward permanent housing. Residents may reside at Jericho facilities while working their job and seeking permanent housing options. Minimal program responsibilities and scheduled meetings will be expected to be attended.

### NEHEMIAH PROGRAM GOALS

- Maintain employment.
- Save money earned to budget toward the residents' financial plan.
- Attend off-site weekly meetings.
  - Celebrate Recovery meetings or their equivalency (AA, NA, approved bible-based recovery meetings)
  - Mid-week Bible Study at their home church.
  - Peer Recovery Coaching/Support Meetings
- Minimum monthly 1 to1 meetings with the Jericho shelter staff
- Weekly JRM group meetings
- Home Church attendance
- Lead a chapel service - single or group (testimony, Bible study or readings)
- Meet with sponsor/mentor on a regular basis
- Seek and secure permanent housing
- Be reunited with family

Many people ask how long someone is able to stay at Jericho Road and our response is, "It's a case by case basis." We don't want to allow rules or restrictions to limit someone from receiving the help they truly need, while at the same time we know every individual and circumstance is different. The Nehemiah program is not designed to enable individuals in being reliant, but quite the contrary. In allowing these residents extra time to keep working hard, continue getting educated and equipped, we find they enter back into society stronger with confidence and stability. As they leave our care, our hope is that these individuals will continue to be involved in a local community of faith that will help support their recovery journey and give them a place to connect and grow!



WALTER A. FORGIE  
CHIEF ASSISTANT STATE ATTORNEY

BRIDGET B. KIEFER  
EXECUTIVE DIRECTOR



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WILLIAM M. GLADSON  
STATE ATTORNEY  
FIFTH JUDICIAL CIRCUIT OF FLORIDA  
CITRUS, HERNANDO, LAKE, MARION, AND SUMTER COUNTIES

March 20, 2023

**Re: Recommendation for Opioid Prevention Grant**

To whom it may concern:

It is with great pleasure that I recommend Jericho Road Ministries in their application for the Opioid Prevention Grant. As an Assistant State Attorney working with the Hernando Drug and Mental Health Courts since 2014, I have had the opportunity to witness the community partnership between Jericho and the participants over the past few years. The ministry provides not only housing and basic needs at the shelter, but the ministry offers wrap around support to help empower the clients as they navigate recovery in the Drug/Mental Health programs. In addition, Jericho provides an additional layer of accountability and screening. If you have any questions, please call me at (352) 754-4255. Thank you for your attention to this matter.

Sincerely,

CANDACE S. ECCLES  
Assistant State Attorney

## **TODD MULLINS DRUG COURT FULL TESTIMONY**

"I was arrested on drug charges and spent seven months in jail. When I was released, I was assigned to drug court. My sister did some research and found Jericho Road Ministries. I arrived after my release from jail and went through the REbuilt program...Jericho's long-term, faith-based recovery program. I didn't have a driver's license—I hadn't had one since 2007. Jericho helped me get through the entire drug court process with no sanctions. It was amazing that it was possible. At Jericho Road, I was able to save \$4,000 to reinstate my license and another \$4,100 for a car down payment. I never thought that driving would be possible for me again. After I graduated the REbuilt program, I became a staff member at the men's shelter. It's been an incredible adventure to be able to give back. I now help people get through what I went through when I first arrived. I am extremely grateful to God for this opportunity. It's been a blessing that I found a relationship with God for the first time in my life."

## 2022 Missions Operations Summary

| Days   | JAN<br>31 | FEB<br>28 | MAR<br>31 | APR<br>30 | MAY<br>31 | JUN<br>30 | JUL<br>31 | AUG<br>31 | SEP<br>30 | OCT<br>31 | NOV<br>30 | DEC<br>31 | QTR 1<br>90 | QTR 2<br>91 | QTR 3<br>92 | QTR 4<br>92 | 2022 YTD<br>365 | 2021<br>365 | 2020<br>366 |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|-------------|-----------------|-------------|-------------|
| <b>MEN'S SHELTER STATISTICS</b>                  |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| <b>SHELTER NIGHTS</b>                            |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Guest Nights Provided                            | 238       | 153       | 233       | 130       | 248       | 274       | 222       | 306       | 290       | 280       | 313       | 289       | 624         | 652         | 818         | 882         | 2976            | 4714        | 4719        |
| Program Nights Provided                          | 471       | 493       | 588       | 497       | 587       | 497       | 484       | 492       | 541       | 597       | 585       | 593       | 1552        | 1581        | 1517        | 1775        | 6425            | 1301        | 1246        |
| Work Program Nights Provided                     | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Solomon Track Nights Provided                    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Transitional Housing Nights Provided             | 164       | 168       | 155       | 327       | 333       | 368       | 362       | 354       | 360       | 329       | 286       | 319       | 487         | 1028        | 1076        | 934         | 3525            | 1236        | 732         |
| Total Shelter Nights                             | 873       | 814       | 976       | 954       | 1168      | 1139      | 1068      | 1152      | 1191      | 1206      | 1184      | 1201      | 2663        | 3261        | 3411        | 3591        | 12926           | 7251        | 6697        |
| Occupancy %                                      | 70.4%     | 72.7%     | 78.7%     | 79.5%     | 94.2%     | 94.9%     | 86.1%     | 92.9%     | 99.3%     | 97.3%     | 98.7%     | 96.9%     | 74.0%       | 89.6%       | 92.7%       | 97.6%       | 88.5%           | 49.7%       | 45.7%       |
| <b>UNIQUE INDIVIDUALS SERVED (FOR THE MONTH)</b> |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Guest  | 17        | 10        | 19        | 18        | 13        | 25        | 6         | 18        | 18        | 15        | 20        | 18        | 46          | 56          | 42          | 53          | 197             | 306         | 205         |
| Program  | 16        | 23        | 26        | 22        | 21        | 24        | 11        | 22        | 24        | 25        | 24        | 28        | 65          | 67          | 57          | 77          | 266             | 157         | 128         |
| Work Program                                     | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Solomon Track                                    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Transitional Housing                             | 7         | 6         | 13        | 11        | 14        | 13        | 1         | 14        | 14        | 12        | 9         | 10        | 26          | 38          | 29          | 31          | 124             | 43          | 24          |
| Total Men  | 40        | 39        | 58        | 51        | 48        | 62        | 18        | 54        | 56        | 52        | 53        | 56        | 137         | 161         | 128         | 161         | 587             | 506         | 357         |
| <b>SERVICES</b>                                  |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Shelter Meals Served                             | 2381      | 2289      | 2695      | 2732      | 3256      | 3143      | 2982      | 3150      | 3283      | 3338      | 3239      | 3314      | 7365        | 9131        | 9415        | 9891        | 35802           | 13331       | 13176       |
| Medical/Mental Health Appointments               | 17        | 18        | 13        | 21        | 16        | 19        | 13        | 15        | 34        | 25        | 35        | 25        | 48          | 56          | 62          | 85          | 251             |             |             |
| Dental Appointments                              | 2         | 0         | 0         | 2         | 2         | 2         | 0         | 0         | 1         | 2         | 0         | 0         | 2           | 6           | 1           | 2           | 11              |             |             |
| Eye Appointments                                 | 0         | 0         | 3         | 4         | 5         | 4         | 0         | 3         | 1         | 10        | 5         | 2         | 3           | 13          | 4           | 17          | 37              |             |             |
| Job Placements                                   | 1         | 0         | 5         | 0         | 2         | 1         | 2         | 1         | 0         | 3         | 2         | 4         | 6           | 3           | 3           | 9           | 21              |             |             |
| Referrals  | 20        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 20          | 0           | 0           | 0           | 20              | 2978        | 1734        |
| Volunteer Hours                                  | 24        | 1         | 8         | 8         | 8         | 3         | 4         | 7         | 3         | 9         | 10        | 3         | 33          | 19          | 14          | 22          | 88              |             |             |
| <b>PROGRAM</b>                                   |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| FIT Classes Attended                             | 135       | 13        | 79        | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 227         | 0           | 0           | 0           | 227             |             |             |
| STEPS Classes Attended                           | 12        | 19        | 0         | 0         |           |           |           |           |           |           |           |           | 31          | 0           |             |             | 31              |             |             |
| Transitions Classes Attended                     | 0         | 10        | 10        | 68        | 77        | 60        | 53        | 68        | 82        | 127       | 80        | 51        | 20          | 205         | 203         | 258         | 686             |             |             |
| Total Classes Attended                           | 154       | 42        | 89        | 68        | 77        | 60        | 53        | 68        | 82        | 127       | 80        | 51        | 285         | 205         | 203         | 258         | 951             |             |             |
| Counseling Sessions                              | 0         | 1         | 8         | 7         | 3         | 6         | 5         | 4         | 3         | 0         | 1         | 0         | 9           | 16          | 12          | 1           | 38              |             |             |
| Individuals Professing Faith                     | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Individuals Renewing Faith                       | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Individuals Voluntarily Leaving Program          | 2         | 2         | 5         | 2         | 1         | 4         | 4         | 7         | 1         | 1         | 5         | 7         | 9           | 7           | 12          | 13          | 41              | 64          | 55          |
| Individuals Dismissed for Violation              | 2         | 0         | 2         | 4         | 1         | 4         | 2         | 2         | 2         | 5         | 0         | 1         | 4           | 9           | 6           | 6           | 25              |             |             |
| Individuals Graduating Phase 1                   | 4         | 2         | 3         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 9           | 0           | 0           | 0           | 9               | 12          | 6           |
| Individuals Graduating Phase 2                   | 0         | 0         | 7         | 0         | 0         | 2         | 2         | 1         | 1         | 1         | 1         | 2         | 7           | 2           | 4           | 4           | 17              | 7           | 4           |
| Resident Work Therapy Hours                      | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| <b>WOMEN AND FAMILY SHELTER STATISTICS</b>       |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| <b>WOMEN'S SHELTER NIGHTS</b>                    |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Guest Nights Provided                            | 2         | 0         | 6         | 1         | 5         | 1         | 0         | 0         | 0         | 23        | 31        | 0         | 8           | 7           | 0           | 54          | 69              | 379         | 235         |
| Program Nights Provided                          | 137       | 105       | 99        | 93        | 107       | 152       | 148       | 155       | 128       | 99        | 122       | 161       | 341         | 352         | 431         | 382         | 1506            | 1511        | 1551        |
| Work Program Nights Provided                     | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Solomon Track Nights Provided                    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Transitional Housing Nights Provided             | 62        | 56        | 63        | 74        | 73        | 30        | 48        | 62        | 82        | 93        | 30        | 55        | 181         | 177         | 192         | 178         | 728             | 425         | 366         |
| Total Shelter Nights                             | 201       | 161       | 168       | 168       | 185       | 183       | 196       | 217       | 210       | 215       | 183       | 216       | 530         | 536         | 623         | 614         | 2303            | 2315        | 2152        |
| Occupancy %                                      | 92.6%     | 82.1%     | 77.4%     | 80.0%     | 85.3%     | 87.1%     | 90.3%     | 100.0%    | 100.0%    | 99.1%     | 87.1%     | 99.5%     | 84.1%       | 84.1%       | 96.7%       | 95.3%       | 90.1%           | 90.6%       | 84.0%       |
| <b>WOMEN AND FAMILY SHELTER NIGHTS</b>           |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Wife/Mother Guest Nights Provided                | 62        | 64        | 80        | 40        | 40        | 31        | 63        | 81        | 83        | 81        | 84        | 57        | 206         | 111         | 227         | 222         | 764             | 608         | 192         |
| Child Guest Nights Provided                      | 62        | 64        | 116       | 85        | 102       | 94        | 157       | 161       | 189       | 127       | 127       | 76        | 242         | 281         | 507         | 330         | 1360            | 740         | 385         |
| Transitional Housing Nights Provided             | 62        | 56        | 62        | 64        | 48        | 30        | 47        | 31        | 30        | 31        | 90        | 57        | 180         | 142         | 108         | 178         | 608             | 601         | 382         |
| Rooms Occupied                                   | 125       | 126       | 131       | 88        | 108       | 127       | 122       | 113       | 112       | 122       | 144       | 95        | 382         | 323         | 347         | 361         |                 |             |             |
| Total Shelter Nights                             | 186       | 184       | 258       | 189       | 190       | 155       | 267       | 273       | 302       | 239       | 301       | 190       | 628         | 534         | 842         | 730         | 2734            | 1949        | 959         |
| Occupancy %                                      | 80.6%     | 90.0%     | 84.5%     | 58.7%     | 69.7%     | 84.7%     | 78.7%     | 72.9%     | 74.7%     | 78.7%     | 96.0%     | 61.29%    | 85.1%       | 71.0%       | 75.4%       | 78.7%       | 77.5%           | 38.1%       | 18.7%       |
| <b>UNIQUE INDIVIDUALS SERVED (FOR THE MONTH)</b> |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Guest Women                                      | 3         | 3         | 2         | 0         | 5         | 2         | 0         | 2         | 2         | 3         | 5         | 1         | 8           | 7           | 4           | 9           | 28              | 65          | 35          |
| Program  | 5         | 5         | 3         | 3         | 4         | 7         | 13        | 5         | 4         | 6         | 5         | 6         | 13          | 14          | 22          | 17          | 66              | 56          | 51          |
| Work Program                                     | 0         | 0         | 0         | 0         | 0         | 0         | 3         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 3           | 0           | 3               |             |             |
| Solomon Track                                    | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0           | 0           | 0           | 0           | 0               |             |             |
| Transitional Housing                             | 4         | 4         | 5         | 0         | 6         | 4         | 19        | 2         | 3         | 3         | 4         | 4         | 13          | 10          | 24          | 11          | 58              | 32          | 27          |
| Total Women                                      | 12        | 12        | 10        | 3         | 15        | 13        | 35        | 9         | 9         | 12        | 14        | 11        | 34          | 31          | 53          | 37          | 155             | 153         | 113         |
| Children   | 2         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 0         | 5         | 4         | 2           | 0           | 0           | 9           | 11              | 34          | 21          |
| Total Women and Children                         | 14        | 12        | 10        | 3         | 15        | 13        | 35        | 9         | 9         | 12        | 19        | 21        | 36          | 31          | 53          | 52          | 172             | 187         | 134         |
| <b>SERVICES</b>                                  |           |           |           |           |           |           |           |           |           |           |           |           |             |             |             |             |                 |             |             |
| Shelter Meals Served                             | 1035      | 907       | 1076      | 945       | 978       | 888       | 1169      | 1228      | 1264      | 1131      | 1210      | 1085      | 3018        | 2811        | 3661        | 3426        | 12916           | 11065       | 8521        |
| Medical/Mental Health Appointments               | 0         | 4         | 0         | 0         | 0         | 3         | 3         | 2         | 8         | 4         | 10        | 10        | 4           | 3           | 13          | 24          | 44              |             |             |
| Dental Appointments                              | 0         | 0         | 1         | 1         | 0         | 0         | 0         | 0         | 1         | 2         | 3         | 0         | 1           | 1           | 1           | 5           | 8               |             |             |





## SUBSTANCE STATISTICS

### OPIOID CRISIS

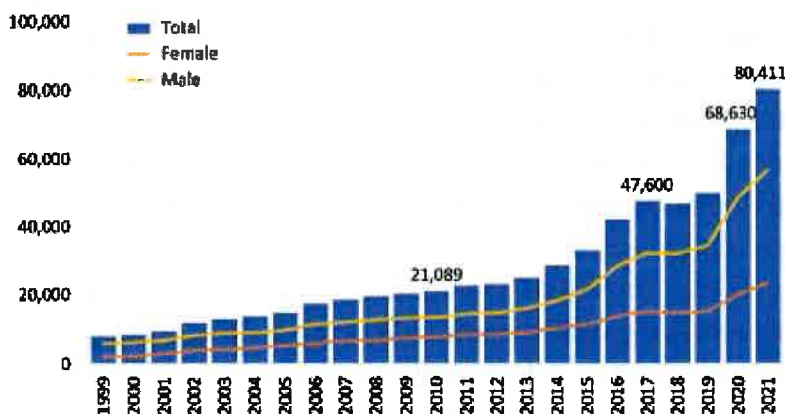
According to the AddictionCenter, Opioids are a class of drugs which block sensations of pain and cause euphoria. They are dangerous because they pose very high risks for addiction and overdose. Opioids are an ingredient in many pain-relieving medications. Since they are controlled substances, drug traffickers also sell them illegally. Opioids, both illegal and prescribed, have caused a surge of deaths in the US in the past 2 decades.

- About 130 Americans die every day from an Opioid overdose.
- Since 1999, the sale of Opioid Painkillers has skyrocketed by 300%.
- About 20% to 30% of people who take prescription Opioids misuse them.
- About 10% of people who misuse prescription Opioids become addicted to Opioids.
- Approximately 2.1 million Americans have an Opioid use disorder.
- About 5% of people with an Opioid use disorder will try Heroin.

(To read the full article, please visit,  
<https://www.addictioncenter.com/addiction/addiction-statistics/>)

According to the National Institute on Drug Abuse, In 2021 there were 80,411 reported overdose deaths involving opioids.

**Figure 3. National Overdose Deaths Involving Any Opioid\*, Number Among All Ages, by Gender, 1999-2021**



\*Among deaths with drug overdose as the underlying cause, the "any opioid" subcategory was determined by the following ICD-10 multiple cause of death codes: natural and semi-synthetic opioids (T40.2), methadone (T40.3), other synthetic opioids (other than methadone) (T40.4), or heroin (T40.5). Source: Centers for Disease Control and Prevention, National Center for Health Statistics. Multiple Cause of Death 1999-2021 on CDC WONDER Online Database, released 1/2022.

## SUBSTANCE USE RELATED TO CRIME

According to the research from the National Institute of Drug Abuse, The substantial prison population in the United States is strongly connected to drug-related offenses. While the exact rates of inmates with Substance Use Disorders (SUDs) is difficult to measure, some research shows that an estimated 65% percent of the United States prison population has an active SUD.

20% percent of those arrested at the time of their crime are under the influence of drugs or alcohol.

Only a small percentage of those who need treatment while behind bars actually receive it, and often the treatment provided is inadequate. To be effective for this population, treatment must begin in prison and be sustained after release through participation in community treatment programs. By engaging in a continuing therapeutic process, people can learn how to avoid relapse and withdraw from a life of crime.

The REbuilt recovery program at Jericho Road Ministries can help people who have been incarcerated on SUD charges get the proper recovery that they need, so they don't have to enter back into a life of addiction and crime. Recovery is a choice and when it's chosen, it not only helps the individual, but society as a whole.

## BREAKING GENERATIONAL CYCLES

At Jericho Road, we value our recovery program, not just because of the life it changes for the individual going through it, but also for the effects it can leave on that family and the generations to follow. According to the National Library of Medicine, a report from the National Center for Biotechnology Information states, "Substance use disorders are a significant public health concern and rank among the most common psychiatric disorders beginning in young adulthood. These disorders are highly disabling, frequently co-occur with and even exacerbate other mental and physical health problems, and show a strong familial pattern. For example, in studies of community samples, children of substance abusing parents are more than twice as likely to have an alcohol and/or drug use disorder themselves by young adulthood as compared to their peers.

Moreover, children of substance abusing parents are at risk for a wide variety of other negative outcomes, including emotional, social, and behavioral adjustment problems as well as challenges in cognitive and academic functioning. Risk for poor emotional and behavioral outcomes among children living with a parent who has a substance abuse history are reported among those as young as 2 to 3 years of age.

Not surprisingly, these elevated rates of disturbance increase the use of public health services for children of substance abusing parents, with these children and their families over-represented in welfare, mental health, and special education services. Moreover,

recent estimates indicate that 11% of all children live in families where one or more parents abuse alcohol or other drugs. Thus, children of substance abusing parents are both a large and multi-risk population deserving of effective services. For these reasons, the need to target these children and their families as a vulnerable group is among the top health priorities identified by the Surgeon General in his 2007 report on underage drinking. Despite this clear need, few empirically-supported prevention programs target this at-risk population.” (website:

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3676900/>)

The REbuilt recovery program at Jericho Road is designed to help those who struggle with opioids and other substance use disorders get the help they need, so the effects of addiction don't continue on. will produce closer families, happier homes, and stronger communities for generations to come.

# Jericho Road Ministries, Inc.

## Profit and Loss

January - December 2022

|   | TOTAL             |
|---|-------------------|
| Income                                      |                   |
| <b>Total Income</b>                         |                   |
| GROSS PROFIT                                | <b>\$0.00</b>     |
| Expenses                                    |                   |
| 7170000 PROGRAMS TOTAL                      |                   |
| 7171000 PROGRAMS OVERHEAD                   |                   |
| 7171003 Miscellaneous Expense               | 19.71             |
| <b>Total 7171000 PROGRAMS OVERHEAD</b>      | <b>19.71</b>      |
| 7172000 MEN'S SHELTER                       |                   |
| 7172100 MEN'S SHELTER OVERHEAD              |                   |
| 7190001 SALARY & WAGES - MEN'S SHELTER      | <b>192,020.07</b> |
| 7190002 Cleaning Supplies                   | 5,305.77          |
| 7190005 Drug Testing Expense                | 1,579.63          |
| 7190008 Food & Food Supplies Expense        | 2,668.01          |
| 7190013 Medical Expense                     | 679.09            |
| 7190014 Office Supplies                     | 1,213.03          |
| 7190016 Program Expense                     | 3,120.78          |
| 7190019 Phone                               | 137.76            |
| 7190022 Vehicle - Gas & Oil                 | 15,522.32         |
| 7190023 Vehicle - Insurance & License       | 3,828.58          |
| 7190024 Vehicle - Repairs                   | 67.22             |
| 7190027 Gift in Kind Expense                | 16,396.28         |
| <b>Total 7172100 MEN'S SHELTER OVERHEAD</b> | <b>242,538.54</b> |
| 7190000 SHELTER - JOSHUA'S HOUSE            |                   |
| 7190006 Electric Expense                    | 15,484.02         |
| 7190007 Taxes & Licenses                    | 457.56            |
| 7190009 Garbage Expense                     | 7,091.15          |
| 7190010 Interest Expense                    | 2,910.84          |
| 7190011 Liability Insurance                 | 20,200.66         |
| 7190015 Pest/Lawn - JH                      | 1,065.00          |
| 7190017 Equipment & Maintenance             | 6,755.61          |
| 7190018 Sewer & Water                       | 6,828.55          |
| 7190021 Phone/Internet                      | 5,020.07          |



|   | TOTAL             |
|---|-------------------|
| <b>Total 7190000 SHELTER - JOSHUA'S HOUSE</b> | <b>65,813.46</b>  |
| 7200000 SHELTER - MONDON HILL                 |                   |
| 7200833 Pest/Lawn - Mondon Hill               | 585.00            |
| 7200835 Equipment & Maintenance               | 4,615.77          |
| 7200853 Electric Expense                      | 3,145.50          |
| 7200855 Taxes & Licenses                      | 322.44            |
| 7200871 Sewer & Water                         | 1,667.43          |
| 7200875 Phone/Internet                        | 1,146.34          |
| 7200930 Liability Insurance                   | 4,342.55          |
| 7200949 Interest Expense                      | 5,889.07          |
| <b>Total 7200000 SHELTER - MONDON HILL</b>    | <b>21,714.10</b>  |
| <b>Total 7172000 MEN'S SHELTER</b>            | <b>330,066.10</b> |
| 7173000 WOMEN'S SHELTER                       |                   |
| 7173100 WOMEN'S SHELTER OVERHEAD              |                   |
| 7200022 SALARY & WAGES -WOMEN'S SHELTER       | <b>40,612.82</b>  |
| 7200840 Cleaning Supplies                     | 2,484.82          |
| 7200845 Telephone                             | 78.68             |
| 7200876 Food Expense                          | 474.18            |
| 7200878 Drug Testing Expense                  | 329.81            |
| 7200879 Medical Expense                       | 355.05            |
| 7200880 Office Supplies                       | 472.84            |
| 7200902 Program Expense                       | 478.70            |
| 7200914 Vehicle - Gasoline                    | 2,820.30          |
| 7200915 Vehicle - Insurance & License         | 1,858.85          |
| 7200951 Gift in Kind Expense                  | 1,390.07          |
| <b>Total 7173100 WOMEN'S SHELTER OVERHEAD</b> | <b>51,356.12</b>  |
| 7200001 SHELTER - MARY'S HOUSE                |                   |
| 7200841 Electric Expense                      | 5,855.42          |
| 7200842 Taxes & Licenses                      | 870.77            |
| 7200843 Garbage Expense                       | 173.64            |
| 7200844 Liability Insurance Expense           | 6,719.47          |
| 7200846 Pest/Lawn - Mary's                    | 585.00            |
| 7200847 Equipment & Maintenance               | 5,155.30          |
| 7200848 Sewer & Water                         | 1,988.24          |
| 7200850 Phone/Internet                        | 1,915.55          |
| 7200957 Mortgage Interest Expense             | 8,305.08          |
| 7200960 Amortization Expense - Mary's House   | 652.56            |
| <b>Total 7200001 SHELTER - MARY'S HOUSE</b>   | <b>32,221.03</b>  |
| 7200002 SHELTER - MARTHA'S HOUSE              |                   |
| 7200885 Electric Expense                      | 4,101.62          |
| 7200886 Liability Insurance                   | 3,575.65          |
| 7200888 Equipment & Maintenance               | 1,696.53          |
| 7200889 Sewer & Water                         | 1,378.79          |
| 7200890 Pest/Lawn - Martha's                  | 585.00            |
| 7200891 Taxes & Licenses                      | 249.72            |
| 7200954 Interest                              | 911.40            |
| 7200958 Internet                              | 1,198.01          |

|   | TOTAL                 |
|---|-----------------------|
| <b>Total 7200002 SHELTER - MARTHA'S HOUSE</b> | <b>13,896.72</b>      |
| 7200003 SHELTER - ESTHER'S HOUSE              |                       |
| 7200907 Electric Expense                      | 1,475.74              |
| 7200911 Equipment & Maintenance               | 1,659.81              |
| 7200913 Taxes & Licenses                      | 5,249.05              |
| 7200931 Liability Insurance                   | 14,782.09             |
| 7200953 Mortgage Interest Expense             | 9,740.59              |
| <b>Total 7200003 SHELTER - ESTHER'S HOUSE</b> | <b>32,907.28</b>      |
| <b>Total 7173000 WOMEN'S SHELTER</b>          | <b>130,181.15</b>     |
| <b>Total 7170000 PROGRAMS TOTAL</b>           | <b>460,266.96</b>     |
| <b>Total Expenses</b>                         | <b>\$460,266.96</b>   |
| <b>NET OPERATING INCOME</b>                   | <b>\$ -460,266.96</b> |
| <b>NET INCOME</b>                             | <b>\$ -460,266.96</b> |

## Hernando County Opioid Prevention Grant

Agency Name: NAMI Hernando, Inc.

Mailing Address: 4030 Commercial Way Spring Hill, FL 34606

Project Name: Certified Recovery Peer Support (CRPS) Intern Program

### Project Description:

Peer support workers are people who have been successful in the recovery process who help others experiencing mental health and substance use disorders. Through shared understanding, respect, and mutual empowerment, peer support workers help people become and stay engaged in the recovery process and reduce the likelihood of relapse. Peer support services can effectively extend the reach of treatment beyond the clinical setting into the everyday environment of those seeking a successful, sustained recovery process. Our CRPS Intern Program will prepare participants to become Certified Recovery Peer Specialist by developing a behavioral health training site with peer to peer mentoring.

### Statement of need:

The Hernando County Community Health Assessment process launched in February of 2019 reported in the area of mental and behavioral health care, rates of professional's in Hernando County were markedly lower than state rates. At 28.7 per 100,000 the rate of licensed mental health counselors was near half that of the state rate of 53.8 and the Hernando County rate of psychologists at 3.2 was more than seven times lower than the state rate of 23.1 per 100,000. Certified Recovery Peer Specialists serve the community by filling the gaps in the continuum of care by providing nonclinical support services. Participants can be fully certified in as little as 6 months therefore meeting the increasing demands currently being experienced by our fragile behavioral health system.

### Project goals and objectives:

**Outcome Goals:** Participants in the CRPS Intern Program at our Beautiful Mind Center will be trained to successfully apply and show competency in the domains of Recovery Support, Advocacy, Mentoring and Professional Responsibilities. Professional endorsements of work experience will be provided to participants upon successful completion of the CRPS Intern Program per the credentialing requirements of the Florida Certification Board.

**Outcome Indicators:** Those that have successfully met all the requirements of the program will be prepared to pass the state exam and make application to the Florida Certification Board.

### Capacity:

NAMI, the National Alliance on Mental Illness, is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. What began in 1979 has blossomed into the nation's leading voice on mental health. NAMI Hernando has been providing peer support in Hernando county since 1985. Therefore, the most equipped organization to train and supervise peers through the certification process. Our Beautiful Mind Center

gives participants an environment to utilize the skills they learn while meeting the increasing demand of our community.

#### Project design:

The Peer Development Director will:

- Interviews program participants to ensure they meet the lived experience and recovery guidelines of the Florida Certification Board.
- Coordinate virtual training for each participant and monitor individual progress through the training modules.
- Develop plans with participants to attain all require documentation for the application process.
- Provide on-the-job training and supervision per the Florida Certification Board requirements.
- Assist participant in submitting application to the Florida Certification Board.

#### Existing Resources:

The resources consumed by our CRPS Intern Program include Executive Director, office space, utilities, supplies, resource materials, phone, internet, computers, software, evaluation tools, funding and program marketing.

#### New Resources:

Currently the Executive Director is filling the role of Peer Development Director to provide these much-needed services to our community. However, as the awareness grows so does the demand for services. Our goal is to hire a full time Peer Development Director. The funding from this grant would be used to help pay for the training material, peer supervision, DCF Level II Background screening, participant application and exam fees and a portion of the existing resources.

#### Tools for evaluation:

Our goal is 90% of program participants will successfully submit an application to the Florida Certification Board. This is measured by documentation of application submittal.

#### Time Frame: July 1, 2023- June 30, 2024

Quarter 1: Screen and select 10 program participants, initiate virtual training and begin monitoring progress and supervising peer support work experience.

Quarter 2: Screen and select 10 additional program participants, initiate virtual training and begin monitoring progress and supervising peer support work experience.

Quarter 3: Develop plans with participants to attain all require documentation for the application process, continue to provide on-the-job training and supervision, and assist 5 participants in submitting applications to the Florida Certification Board.

Quarter 4: Develop plans with participants to attain all require documentation for the application process, continue to provide on-the-job training and supervision, and assist 5 participants in submitting applications to the Florida Certification Board.



Target population:

Mental illness, including Substance Use Disorder, does not discriminate, people of all genders, races, ethnicities, ages, upbringings, and socioeconomic statuses are affected by mental health conditions. We serve the residents of Hernando County living with mental health and substance use disorders.

Site(s):

Our CRPS Intern program will be offered at our Beautiful Mind Center located at 4030 Commercial Way Spring Hill, FL 34606. However, while attaining their hour's program participants may work from home or in the community to provide services virtually and in-person.

Budget:

|                       | Requested Funding | Totals       |
|-----------------------|-------------------|--------------|
| Salaries              | \$25,000.00       | \$ 50,000.00 |
| Meeting Space         | \$3,500.00        | \$ 7,000.00  |
| Utilities             | \$250.00          | \$ 500.00    |
| Phone/Internet        | \$250.00          | \$ 500.00    |
| Training Material     | \$6,000.00        | \$ 12,000.00 |
| Supplies              | \$2,000.00        | \$ 4,000.00  |
| Resource Materials    | \$2,000.00        | \$ 5,000.00  |
| FCS Applications/Exam | \$1,350.00        | \$ 2,700.00  |
| Background checks     | \$150.00          | \$ 300.00    |
|                       | \$40,500.00       | \$ 82,000.00 |
|                       |                   |              |
|                       |                   |              |

Contact Person: Tina Kinney    Title: Executive Director    Phone: 352-600-9631

Mailing address: 4030 Commercial Way Spring Hill, FL 34606

## Hernando County Opioid Prevention Grant Program

**Name of Agency:** Premier Community HealthCare Group, Inc.

**Program Site Address:** 7551 Spring Hill Family Health Center, Spring Hill, FL 34606  
300 South Main Street, Brooksville, FL 34601

**Mailing Address:** P.O. Box 232, Dade City, FL 33526

**Project Category:** Expansion of Support Services - Behavioral Health/Substance Use Disorder

**Description of Services:** Premier Community HealthCare Group, Inc. (Premier) is requesting funding support to expand access to opioid prevention and treatment services care for Hernando County residents. The specific services to be expanded will include behavioral health therapy and medication management through substances like suboxone, vivitrol and naltrexone. Services will also include medication-assisted treatment, substance use disorder, and recovery services. Premier's integrated behavioral health and primary care model of care plays a critical role in addressing substance use disorders (SUD) as primary care providers are often the front line for patients' behavioral health concerns. The integrated model at the two-family health center locations in Hernando County enable Premier to increase access to screening for mental health and substance use disorders. It also ensures continuity of care for the provision of medication-assisted treatment (MAT) services and recovery support. Additionally, Premier's model includes telehealth access which increases access to care for community members.

**Start Date and Targeted Completion Date:** The start date will be contingent on a grant award date. Premier is positioned to implement expanded services within 30-45 days of an award date. Completion date is also contingent on the grant period. The services rendered will be aligned with the grant project period timeline.

### **Purpose, Goals, Objectives:**

There is a critical shortage of behavioral health and opioid prevention services in the community. As the world experienced the traumatic crisis of COVID-19 pandemic, the growing mental health and opioid addition worsened. The purpose of the project is to address and respond to the community needs as it relates to behavioral health support and substance use/opioid prevention. Based on the most recent Hernando County community health needs assessment conducted by WellFlorida Council, there were 24 opioid overdose deaths in 2020 whereas the opioid involved non-fatal overdose emergency department visits were 188 in 2021. Furthermore, the opioid involved non-fatal overdose hospitalizations were 92. A series of additional indicators in the

## Hernando County Opioid Prevention Grant Program

community health needs assessment convey the staggering challenges that community members face and the critical needs for behavioral health services.

The primary program goal of the proposed program is to expand the Substance Use Disorder and Behavioral Health (SUD-BH) services to address the lack of integrated SUD-BH services available in Hernando County. The target number of clinic visits and patients to be benefit from services through this proposed project will be determined based on the funding allocation. Typically, a full-time provider will see on average 6-8 patients a day for therapy and an average of 15-20 for medication management. The allocation of the provider for this grant will be contingent on the funding amount.

Behavioral Health and Substance Use Disorder problems constitute a unique health care need of the target population and a fundamental problem in health care. Within the community Premier serves, health behavior death rates for drug overdoses, drug poisonings and motor vehicle crashes have increased and reflects the statewide and national dilemma. Enhancing the integration of services and expanding access to prevention, treatment, and recovery services for SUD-BH will improve outcomes for patients and support the system of care for persons affected by SUD-BH.

The integrated model creates a team to provide primary care, psychiatry, therapy, nursing, and case management for persons with mental health and medical illnesses. Selected mental health conditions addressed at Behavioral Health sites include alcohol related disorders, other substance related disorders, depression & other mood disorders, and attention deficit & disruptive behavior disorders. In 2022, there were 11,212 Behavioral Health clinic visits along with 1,933 virtual visits. Additionally, for the same timeframe, there were 2,567 Substance Use Disorder service clinic visits. There is a correlation showing a significant percentage of patients seen for Behavioral Health/Substance Use Disorder services were also seen in Family Medicine, Pediatrics, and or Women's Health. This data speaks directly to the impact of SUD-BH Services along with integrated primary care services in treating the whole person.

**Agency Capacity to Manage Program:** Since 1979, Premier Community HealthCare Group, Inc. (Premier), a Federally Qualified Health Center, has provided comprehensive primary, preventative, and supplemental health services to the medically underserved community members of Pasco and Hernando counties. The mission of Premier is *“to provide accessible healthcare services for all.”* Accredited by the Association of Ambulatory Health Care and recognized as a Patient Centered Medical Home for using evidence-based, patient centered processes that focus on highly coordinated care and long-term participative relationships, Premier is a safety net for the medically underserved population and has the capacity to manage the proposed program expansion. In 2022, Premier provided healthcare services to over 44,000 community members through its six service lines. Premier also provides a Discount Fee Program based on the federal poverty level limits to determine financial responsibility for each

## Hernando County Opioid Prevention Grant Program

patient and has a 340B community benefit pharmacy program that ensures uninsured patients benefit from the lowest cost possible. Also, in accordance with Premier's policy, there is the capacity to care for patients that have no financial means, turning no one away regardless of inability to pay. The cost of care remains; thus, Premier's fundraising efforts have increased to support patient services and program costs that are not covered by existing federal funding. Premier has expanded on multiple levels over the past decade to meet the evolving needs of consumers and ensure that its mission is alive in all corners of the community.

### **Population(s) Serviced:**

The target population of medically underserved, uninsured and low-income persons in the Hernando county area is more likely to experience health disparities because of social determinants and the availability of daily needs such as safe housing, healthy foods, job opportunities, quality education and other social supports. Minorities, homeless and special populations have the greatest health disparities.

Premier will provide care for the community's most vulnerable population, uninsured, underinsured, and special populations (homeless, veterans, elderly, farmworkers, and public housing residents).

**Existing Resources:** Under the leadership of the Behavioral Health Service Line Manager, Premier established integrated substance use disorder (SUD) services in 2019. The expansion of services in Hernando County would enable more local residents to access the help they need to live safe, drug free and productive lives.

Premier is hopeful for a favorable reply to this funding request proposal as an investment from the Opioid Prevention Grant program administered through Hernando County Government. As described in the proposal, the funds requested will further serve Hernando County residents, especially to help address unmet needs and improve health outcomes for some of the most vulnerable and medically underserved community members of the community.

### **Contact Person:**

Cheryl A. Pollock, Chief Advancement &  
Community Engagement Officer

813-738-2309 (mobile); 352-518-2000 ext.  
9012; [cpollock@hcnetwork.org](mailto:cpollock@hcnetwork.org)

### **Mailing Address:**

P.O. Box 232, Dade City, FL 33526

### **Submission Date:**

March 24, 2023



### Hernando County Opioid Prevention Grant Program

|   | <b>Grant<br/>Funds<br/>Requested</b> | <b>Premier<br/>Matching<br/>Funds</b> | <b>Total</b>     | <b>Budget Narrative (Brief<br/>Description due to space<br/>limitations)</b>                            |
|---|--------------------------------------|---------------------------------------|------------------|---|
| Substance Use<br>Disorder Services                    | \$25,000                             | \$70,000                              | \$95,000         | Licensed provider salary,<br>benefits, and taxes.   |
| EHR User License                                      |                                      | \$3,000                               | \$3,000          | Telehealth/EHR User/Admin<br>licenses for provider 12 mos   |
| Computer/Telephone/<br>Office supplies &<br>equipment |                                      | \$5,000                               | \$5,000          | New provider start up costs -<br>Computer, Consumable<br>office supplies, Telephone,<br>other equipment |
| Provider Training                                     |                                      | \$1,500                               | \$1,500          | Annual training/professional<br>development/CEU   |
| <b>*Total</b>   | <b>\$25,000</b>                      | <b>\$79,500</b>                       | <b>\$104,500</b> |   |



## AGENDA ITEM

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### TITLE

Presentation Regarding Nature Coast Aquatic Preserve Management Plan

### BRIEF OVERVIEW

Aquatic Services and Waterways Manager Carla Burrmann will provide the Board with an update on the Nature Coast Aquatic Preserve Management Plan.

The Florida aquatic preserves are administered on behalf of the State by the Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection (ORCP). The Nature Coast Aquatic Preserve (NCAP) was designated in the summer of 2020 adding over 450,000 acres of submerged public resources to Florida's Aquatic Preserve Program. The Nature Coast Aquatic Preserve spans three counties of Florida's Gulf of Mexico coastline. The execution of this plan will guide managers to obtain a better understanding of the resources to ensure the preservation and protection of submerged communities and water resources that affect them.

### FINANCIAL IMPACT

No financial impact at time of discussion.

### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

For information purposes only; no recommendation from the Board is required.

### REVIEW PROCESS

|                      |           |            |          |
|----------------------|-----------|------------|----------|
| Christopher Linsbeck | Escalated | 05/05/2023 | 5:19 PM  |
| Robert Talmage       | Escalated | 05/08/2023 | 5:20 PM  |
| Christopher Linsbeck | Approved  | 05/09/2023 | 9:06 AM  |
| Toni Brady           | Approved  | 05/12/2023 | 8:36 AM  |
| Pamela Hare          | Delegated | 05/12/2023 | 8:36 AM  |
| Lisa Morgan          | Approved  | 05/12/2023 | 10:08 AM |
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| Colleen Conko        | Approved  | 05/15/2023 | 10:44 AM |



# Nature Coast Aquatic Preserve Management Plan



Florida Department of Environmental Protection  
Office of Resilience and Coastal Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, FL 32399  
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## Mission Statement

The Office of Resilience and Coastal Protection's mission statement is: Conserving, protecting, restoring, and improving the resilience of Florida's coastal and aquatic resources for the benefit of people and the environment.

The four long-term goals of the Office of Resilience and Coastal Protection's Aquatic Preserve Program are to:

1. protect and enhance the ecological integrity of the aquatic preserves;
2. restore areas to their natural condition;
3. encourage sustainable use and foster active stewardship by engaging local communities in the protection of aquatic preserves; and
4. improve management effectiveness through a process based on sound science, consistent evaluation, and continual reassessment.



## Land management Plan Compliance Checklist: Required for State-owned conservation lands over 160 acres

### Section A: Acquisition Information Items

| Item # | Requirement  | Statute/Rule        | Page Numbers and/or Appendix |
|--------|--|---------------------|------------------------------|
| 1      | The common name of the property.   | 18-2.018 & 18-2.021 | Executive Summary            |
| 2      | The land acquisition program, if any, under which the property was acquired.   | 18-2.018 & 18-2.021 | 1                            |
| 3      | Degree of title interest held by the Board, including reservations and encumbrances such as leases.  | 18-2.021            | 1, 7-9                       |
| 4      | The legal description and acreage of the property.   | 18-2.018 & 18-2.021 | Executive Summary            |
| 5      | A map showing the approximate location and boundaries of the property, and the location of any structures or improvements to the property.   | 18-2.018 & 18-2.021 | 14                           |
| 6      | An <b>assessment</b> as to whether the property, or any portion, should be declared surplus. <i>Provide Information regarding <b>assessment and analysis</b> in the plan, and provide <b>corresponding map</b>.</i>        | 18-2.021            | N/A                          |
| 7      | Identification of other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property. <i>Please clearly indicate parcels on a map.</i> | 18-2.021            | N/A                          |
| 8      | Identification of adjacent land uses that conflict with the planned use of the property, if any.   | 18-2.021            | 59-71                        |
| 9      | A statement of the purpose for which the lands were acquired, the projected use or uses as defined in 253.034 and the statutory authority for such use or uses.  | 259.032(10)         | 7-8                          |
| 10     | Proximity of property to other significant State, local or federal land or water resources.  | 18-2.021            | 2, 13-14, 61                 |

### Section B: Use Items

| Item # | Requirement  | Statute/Rule        | Page Numbers and/or Appendix        |
|--------|--|---------------------|-------------------------------------|
| 11     | The designated single use or multiple use management for the property, including use by other managing entities.   | 18-2.018 & 18-2.021 | 3                                   |
| 12     | A description of past and existing uses, including any unauthorized uses of the property.  | 18-2.018 & 18-2.021 | 11-13, 74-80, 86-88, 93-98, 101-108 |
| 13     | A description of alternative or multiple uses of the property considered by the lessee and a statement detailing why such uses were not adopted.   | 18-2.018            | N/A                                 |
| 14     | A description of the management responsibilities of each entity involved in the property's management and how such responsibilities will be coordinated.   | 18-2.018            | 3                                   |
| 15     | Include a provision that requires that the managing agency consult with the Division of Historical Resources, Department of State before taking actions that may adversely affect archeological or historical resources. | 18-2.021            | 54-55                               |

|    |  |                     |         |
|----|--|---------------------|---------|
| 16 | Analysis/description of other managing agencies and private land managers, if any, which could facilitate the restoration or management of the land.   | 18-2.021            | 74-111  |
| 17 | A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.   | 259.032(10)         | 101-111 |
| 18 | A finding regarding whether each planned use complies with the 1981 State Lands Management Plan, particularly whether such uses represent “balanced public utilization,” specific agency statutory authority and any other legislative or executive directives that constrain the use of such property.  | 18-2.021            | 7-9     |
| 19 | Letter of compliance from the local government stating that the LMP is in compliance with the Local Government Comprehensive Plan.   | BOT requirement     |         |
| 20 | An assessment of the impact of planned uses on the renewable and non-renewable resources of the property, including soil and water resources, and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to compensate/mitigate damage caused by such uses, including a description of how the manager plans to control and prevent soil erosion and soil or water contamination.  | 18-2.018 & 18-2.021 | 101-111 |
| 21 | *For managed areas larger than 1,000 acres, an analysis of the multiple-use potential of the property which shall include the potential of the property to generate revenues to enhance the management of the property provided that no lease, easement, or license for such revenue-generating use shall be entered into if the granting of such lease, easement or license would adversely affect the tax exemption of the interest on any revenue bonds issued to fund the acquisition of the affected lands from gross income for federal income tax purposes, pursuant to Internal Revenue Service regulations. | 18-2.021 & 253.036  | N/A     |
| 22 | If the lead managing agency determines that timber resource management is not in conflict with the primary management objectives of the managed area, a component or section, prepared by a qualified professional forester, that assesses the feasibility of managing timber resources pursuant to section 253.036, F.S.  | 18-021              | N/A     |
| 23 | A statement regarding incompatible use in reference to Ch. 253.034(10).  | 253.034(10)         |         |

\*The following taken from 253.034(10) is not a land management plan requirement; however, it should be considered when developing a land management plan: The following additional uses of conservation lands acquired pursuant to the Florida Forever program and other state-funded conservation land purchase programs shall be authorized, upon a finding by the Board of Trustees, if they meet the criteria specified in paragraphs (a)-(e): water resource development projects, water supply development projects, storm-water management projects, linear facilities and sustainable agriculture and forestry. Such additional uses are authorized where: (a) Not inconsistent with the management plan for such lands; (b) Compatible with the natural ecosystem and resource values of such lands; (c) The proposed use is appropriately located on such lands and where due consideration is given to the use of other available lands; (d) The using entity reasonably compensates the titleholder for such use based upon an appropriate measure of value; and (e) The use is consistent with the public interest.

### Section C: Public Involvement Items

| Item # | Requirement | Statute/Rule | Page Numbers and/or Appendix |
|--------|-------------|--------------|------------------------------|
|--------|-------------|--------------|------------------------------|

|    |   |                          |            |
|----|---|--------------------------|------------|
| 24 | A statement concerning the extent of public involvement and local government participation in the development of the plan, if any.  | 18-2.021                 | Appendix C |
| 25 | The management prospectus required pursuant to paragraph (9)(d) shall be available to the public for a period of 30 days prior to the public hearing.   | 259.032(10)              | N/A        |
| 26 | LMPs and LMP updates for parcels over 160 acres shall be developed with input from an advisory group who must conduct at least one public hearing within the county in which the parcel or project is located. <i>Include the advisory group members and their affiliations, as well as the date and location of the advisory group meeting.</i>  | 259.032(10)              | Appendix C |
| 27 | Summary of comments and concerns expressed by the advisory group for parcels over 160 acres   | 18-2.021                 | Appendix C |
| 28 | During plan development, at least one public hearing shall be held in each affected county. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing. <i>Include a copy of each County's advertisements and announcements (meeting minutes will suffice to indicate an announcement) in the management plan.</i> | 253.034(5) & 259.032(10) | Appendix C |
| 29 | The manager shall consider the findings and recommendations of the land management review team in finalizing the required 10-year update of its management plan. <i>Include manager's replies to the team's findings and recommendations.</i>   | 259.036                  | N/A        |
| 30 | Summary of comments and concerns expressed by the management review team, if required by Section 259.036, F.S.  | 18-2.021                 | N/A        |
| 31 | If manager is not in agreement with the management review team's findings and recommendations in finalizing the required 10-year update of its management plan, the managing agency should explain why they disagree with the findings or recommendations.  | 259.036                  | N/A        |

#### Section D: Natural Resources

| Item # | Requirement   | Statute/Rule        | Page Numbers and/or Appendix |
|--------|---|---------------------|------------------------------|
| 32     | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding soil types. <i>Use brief descriptions and include USDA maps when available.</i>   | 18-2.021            | 20-28                        |
| 33     | Insert FNAI based natural community maps when available.  | ARC consensus       | 40                           |
| 34     | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding outstanding native landscapes containing relatively unaltered flora, fauna and geological conditions.   | 18-2.021            | Executive Summary            |
| 35     | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding unique natural features and/or resources including but not limited to virgin timber stands, scenic vistas, natural rivers and streams, coral reefs, natural springs, caverns and large sinkholes. | 18-2.018 & 18-2.021 | 15-42                        |

|       |  |                                    |   |
|-------|--|------------------------------------|---|
| 36    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding beaches and dunes.   | 18-2.021                           | N/A   |
| 37    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding mineral resources, such as oil, gas and phosphate, etc.  | 18-2.018 & 18-2.021                | 20  |
| 38    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding fish and wildlife, both game and non-game, and their habitat.  | 18-2.018 & 18-2.021                | 42-46, Appendix B.3                         |
| 39    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding State and Federally listed endangered or threatened species and their habitat.   | 18-2.021                           | 46-51, Appendix B.3                         |
| 40    | The identification or resources on the property that are listed in the Natural Areas Inventory. <i>Include letter from FNAI or consultant where appropriate.</i>   | 18-2.021                           | 29-42                                       |
| 41    | Specific description of how the managing agency plans to identify, locate, protect and preserve or otherwise use fragile, nonrenewable natural and cultural resources.   | 259.032(10)                        | 74, 82, 85-86, 90, 92, 100-101, 109         |
| 42    | <b>Habitat Restoration and Improvement</b>   | 259.032(10) & 253.034(5)           |   |
| 42-A. | Describe management needs, problems and a desired outcome and the key management activities necessary to achieve the enhancement, protection and preservation of restored habitats and enhance the natural, historical and archeological resources and their values for which the lands were acquired. | 259.032(10) & 253.034(5)           | 73-111                                      |
| 42-B. | Provide a detailed description of both short (2-year planning period) and long-term (10-year planning period) management goals, and a priority schedule based on the purposes for which the lands were acquired and include a timeline for completion.   | 259.032(10) & 253.034(5)           | Appendix D.1                                |
| 42-C. | The associated measurable objectives to achieve the goals.   | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 42-D. | The related activities that are to be performed to meet the land management objectives and their associated measures. <i>Include fire management plans - they can be in plan body or an appendix.</i>  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 42-E. | A detailed expense and manpower budget in order to provide a management tool that facilitates development of performance measures, including recommendations for cost-effective methods of accomplishing those activities.   | 259.032(10) & 253.034(5)           | Appendix D.2                                |
| 43    | ***Quantitative data description of the land regarding an inventory of forest and other natural resources and associated acreage. <i>See footnote.</i>   | 253.034(5)                         |   |
| 44    | <b>Sustainable Forest Management, including implementation of prescribed fire management</b>   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-C. | Measurable objectives (see requirement for #42-C).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |



|       |  |                                    |   |
|-------|--|------------------------------------|---|
| 44-D. | Related activities (see requirement for #42-D).  | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-E. | Budgets (see requirement for #42-E).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 45    | Imperiled species, habitat maintenance, enhancement, restoration or population restoration   | 259.032(10) & 253.034(5)           |   |
| 45-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)           | 73-111                                      |
| 45-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5)           | Appendix D.2                                |
| 46    | ***Quantitative data description of the land regarding an inventory of exotic and invasive plants and associated acreage. <i>See footnote.</i>   | 253.034(5)                         |   |
| 47    | Place the Arthropod Control Plan in an appendix. If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the management unit. | BOT requirement via lease language | Appendix B.4                                |
| 48    | Exotic and invasive species maintenance and control  | 259.032(10) & 253.034(5)           |   |
| 48-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5)           | Appendix D.2                                |

## Section E: Water Resources

| Item # | Requirement  | Statute/Rule        | Page Numbers and/or Appendix |
|--------|--|---------------------|------------------------------|
| 49     | A statement as to whether the property is within and/or adjacent to an aquatic preserve or a designated area of critical state concern or an area under study for such designation. <i>If yes, provide a list of the appropriate managing agencies that have been notified of the proposed plan.</i> | 18-2.018 & 18-2.021 | N/A                          |

|       |  |                          |                               |
|-------|--|--------------------------|-------------------------------|
| 50    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding water resources, including water classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Water under Rule 62-302.700, F.A.C. | 18-2.021                 | 22-28                         |
| 51    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding swamps, marshes and other wetlands.  | 18-2.021                 | 29-33                         |
| 52    | ***Quantitative description of the land regarding an inventory of hydrological features and associated acreage. <i>See footnote.</i>   | 253.034(5)               | Map 7: page 27                |
| 53    | <b>Hydrological Preservation and Restoration</b>   | 259.032(10) & 253.034(5) |                               |
| 53-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 80-86, 89-93,<br>Appendix D.1 |
| 53-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5) | 80-86, 89-93,<br>Appendix D.1 |
| 53-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) | 80-86, 89-93,<br>Appendix D.1 |
| 53-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) | 80-86, 89-93,<br>Appendix D.1 |
| 53-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) | Appendix D.2                  |

## Section F: Historical Archaeological and Cultural Resources

| Item # | Requirement  | Statute/Rule                           | Page Numbers and/or Appendix  |
|--------|--|--|-------------------------------|
| 54     | **Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding archeological and historical resources. <i>Include maps of all cultural resources except Native American sites, unless such sites are major points of interest that are open to public visitation.</i> | 18-2.018, 18-2.021 & per DHR's request | Appendix B.5                  |
| 55     | ***Quantitative data description of the land regarding an inventory of significant land, cultural or historical features and associated acreage.   | 253.034(5)                             |                               |
| 56     | A description of actions the agency plans to take to locate and identify unknown resources such as surveys of unknown archeological and historical resources.  | 18-2.021                               | 92                            |
| 57     | <b>Cultural and Historical Resources</b>   | 259.032(10) & 253.034(5)               |                               |
| 57-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)               | 82-86, 90-92,<br>Appendix D.1 |
| 57-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)               | 82-86, 90-92,<br>Appendix D.1 |
| 57-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)               | 82-86, 90-92,<br>Appendix D.1 |
| 57-D.  | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5)               | 82-86, 90-92,<br>Appendix D.1 |
| 57-E.  | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5)               | Appendix D.2                  |

\*\*While maps of Native American sites should not be included in the body of the management plan, the DSL urges each managing agency to provide such information to the Division of Historical Resources for

inclusion in their proprietary database. This information should be available for access to new managers to assist them in developing, implementing and coordinating their management activities.

#### Section G: Facilities (Infrastructure, Access, Recreation)

| Item # | Requirement  | Statute/Rule             | Page Numbers and/or Appendix |
|--------|--|--------------------------|------------------------------|
| 58     | ***Quantitative data description of the land regarding an inventory of infrastructure and associated acreage. <i>See footnote.</i> | 253.034(5)               |                              |
| 59     | <b>Capital Facilities and Infrastructure</b>   | 259.032(10) & 253.034(5) |                              |
| 59-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 114-117                      |
| 59-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).                                    | 259.032(10) & 253.034(5) | 114-117                      |
| 59-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) |                              |
| 59-D.  | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) |                              |
| 59-E.  | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) |                              |
| 60     | *** Quantitative data description of the land regarding an inventory of recreational facilities and associated acreage.            | 253.034(5)               |                              |
| 61     | <b>Public Access and Recreational Opportunities</b>  | 259.032(10) & 253.034(5) |                              |
| 61-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1     |
| 61-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).                                    | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1     |
| 61-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1     |
| 61-D.  | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1     |
| 61-E.  | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) | Appendix D.2                 |

#### Section H: Other/ Managing Agency Tools

| Item # | Requirement  | Statute/Rule                      | Page Numbers and/or Appendix |
|--------|--|-----------------------------------|------------------------------|
| 62     | Place this LMP Compliance Checklist at the front of the plan.  | ARC and managing agency consensus | Before Executive Summary     |
| 63     | Place the Executive Summary at the front of the LMP. Include a physical description of the land.   | ARC and 253.034(5)                | Executive Summary            |
| 64     | If this LMP is a 10-year update, note the accomplishments since the drafting of the last LMP set forth in an organized (categories or bullets) format. | ARC consensus                     | N/A                          |
| 65     | Key management activities necessary to achieve the desired outcomes regarding other appropriate resource management.                                   | 259.032(10)                       | Appendix D.1                 |

|    |   |             |              |
|----|---|-------------|--------------|
| 66 | Summary budget for the scheduled land management activities of the LMP including any potential fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used to restore, manage, enhance, repopulate, or acquire imperiled species habitat for lands that have or are anticipated to have imperiled species or such habitat onsite. The summary budget shall be prepared in such a manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3) which are resource management, administration, support, capital improvements, recreation visitor services, law enforcement activities. | 253.034(5)  | Appendix D.2 |
| 67 | Cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired, include recommendations for cost-effective methods in accomplishing those activities.   | 259.032(10) | Appendix D.2 |
| 68 | A statement of gross income generated, net income and expenses.   | 18-2.018    |              |

\*\*\* = The referenced inventories shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the DEP pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.



## Executive Summary

### Nature Coast Aquatic Preserve Management Plan

**Lead Agency:** Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection (ORCP)

**Common Name of Property:** Nature Coast Aquatic Preserve

**Location:** Citrus Hernando, and Pasco counties, Florida

**Acreage:** 454,786 acres

**Management Agency:** DEP's ORCP

**Designation:** Aquatic Preserve

**Unique Features:** large expanses of seagrasses, mangrove islands, shell middens, shallow bathymetry

**Archaeological/Historical Sites:** Over 1300 archaeological and cultural sites in Citrus County alone. Many in need of rapid assessment and study of impacts from sea level rise and other environmental conditions.

| FNAI Natural Communities | Acreage according to GIS |
|--------------------------|--------------------------|
| Hydric Hammock           | N/A                      |
| Coastal Hydric Hammock   | 12 acres                 |
| Shell Mounds             | N/A                      |
| Salt Marsh               | 9,608 acres              |
| Salt Flat                | N/A                      |
| Mangrove Swamp           | 121 acres                |
| Consolidated Substrate   | 30 acres                 |
| Unconsolidated Substrate | 2,906 acres              |
| Mollusk Reef             | 127 acres                |
| Octocoral Bed            | N/A                      |
| Sponge Bed               | N/A                      |
| Algal Bed                | N/A                      |
| Seagrass Bed             | 355,537 acres            |
| Aquatic Caves            | N/A                      |
| Total Acreage:           | 454,786 acres            |

**Management Needs:** Seagrasses, water quality, and endangered species habitats.

**Ecosystem Science:** Project COAST, seagrass, fisheries, climate change impacts

**Resource Management:** Fisheries (scallops, blue crabs, stone crabs, oysters, etc.), endangered species (manatees, green sea turtles, Gulf sturgeon, etc.), and natural communities (sponges, seagrasses, mangroves, etc.).

**Education and Outreach:** Coordination with relevant programs from surrounding agencies (FWC, SWFWMD, Florida Sea Grant, etc.)

**Public Use:** Commercial and recreational fishing, boating, eco-tourism, and citizen science

**Public Involvement:** Public support is vital to the success of conservation programs. The goal is to foster understanding of the problems facing these fragile ecosystems and the steps needed to adequately manage this important habitat. Nature Coast Aquatic Preserve staff held a series of online public meetings and advisory committee meetings to gather input during the drafting of the plan. After completion of the draft, a public meeting and advisory committee meeting were held at Crystal River,

Florida, on May 24, 2022, and May 26, 2022 to receive input on the draft management plan. An additional public meeting will be held in Tallahassee when the Acquisition and Restoration Council reviews the management plan.

### **Coastal Zone Management Issues:**

The Nature Coast Aquatic Preserve (NCAP) was designated in the summer of 2020 adding over 450,000 acres of submerged public resources to Florida's Aquatic Preserve Program. The Nature Coast Aquatic Preserve spans three counties of Florida's Gulf of Mexico coastline. While historically these waters were not formally managed by a single entity, work has been done by local stakeholders and researchers to gain knowledge on the unique features this area has to offer. This plan serves to expand on these efforts and outlines ambitious goals for the years ahead to preserve these waters for future generations. The execution of this plan will guide managers to obtain a better understanding of the resources to ensure the preservation and protection of submerged communities and water resources that affect them. Special attention to intertidal communities and shifts in weather patterns will steer management decision making to promote coastal resilience of the Nature Coast Aquatic Preserve.

Through partnerships and science-based monitoring, comprehensive data collection will be used to draft impactful solutions and disseminate accurate data to the Nature Coast community on both the natural communities and human related activities impacting the NCAP. By working with a wide variety of influencers such as universities, subject matter experts, area stakeholders and the public, minimizing impacts to the resources while promoting sustainable use is a primary focus of this plan.

Through a series of meetings, a group of subject matter experts identified four primary management issues that will be addressed over the next ten years of this plan: Water Resources, Protection and Management of Submerged Resources, Climate Change and Human Dimensions. These issues prove to be interconnected; interpreting and managing them as such will aid in the success of maintaining and improving the almost pristine nature of this area.

### **Issue One: Water Resources**

**Goal One:** Assess and define water quality and quantity monitoring needs.

**Objective One:** Identify existing water quality monitoring programs, catalog the parameters being recorded and identify essential data gaps within the NCAP and its contributing tributaries.

**Objective Two:** Identify and formulate options relating to historical programs and data gaps associated with water resources within the aquatic preserve boundaries and its contributing tributaries.

**Goal Two:** Expand strategic long-term continuous water quality monitoring efforts within NCAP to assist in the identification and future management of issues relating to the aquatic preserve's submerged resources.

**Objective One:** Establish a reliable baseline dataset to assess and monitor water quality within the Nature Coast Aquatic Preserve.

**Goal Three:** Ensure that NCAP waters meet or exceed water quality standards associated with their designated use as Class II and III waters, and that those that currently exceed the designated use are not degraded below their ambient condition pursuant to NCAP's status as an Outstanding Florida Water

**Objective One:** Identify trends, changes, and needs within the NCAP's waters.

**Goal Four:** Emphasize upland connections to NCAP's submerged resources.

**Objective One:** Identify influencing factors outside the aquatic preserve boundary contributing to resource degradation and provide support and collaboration to prevent degradation and improve conditions when possible.

**Objective Two:** Partner with nearby landowners to protect and improve conditions of the Nature Coast Aquatic Preserve.

**Objective Three:** Partner with government agencies and committees including but not limited to federal, state and local government agencies and stakeholders.

## **Issue Two: Protection and Management of Submerged Resources**

**Goal One:** Assess historical and present condition of submerged resources to guide management decisions within the Nature Coast Aquatic Preserve.

**Objective One:** Identify and formulate monitoring programs to assess status and trends associated with submerged resources within NCAP.

**Objective Two:** Determine the status of intertidal natural resource communities within NCAP.

**Objective Three:** Identify current and potential future threats and impacts to the natural communities within NCAP.

**Goal Two:** To understand, protect and maintain existing seagrass resources, and restore and enhance degraded seagrass resources where these occur.

**Objective One:** Manage seagrass communities through research and monitoring, education and outreach, and collaborative mapping efforts with other state agencies to effectively protect and maintain this habitat as a valuable habitat throughout NCAP.

**Goal Three:** To understand, protect and maintain hardbottom (coral/sponge bed) resources.

**Objective One:** Protect and manage hardbottom communities to ensure long term survivorship and ecological functions continue within the NCAP.

**Goal Four:** Monitor the distribution and abundance of macroalgae within NCAP.

**Objective One:** Establish a baseline understanding of macroalgae components of the NCAP ecosystem.

**Goal Five:** Preserve the conditions of Nature Coast Aquatic Preserve's submerged resources.

**Objective One:** Work towards establishing minimum thresholds/monitoring criteria/benchmarks for NCAP's submerged resources in coordination with scientists and managers from other agencies and institutions.

**Objective Two:** Identify and protect submerged and intertidal cultural resources.

**Goal Six:** Provide scientific data and information on the current and projected status of submerged resources to Nature Coast communities, businesses, and officials to improve stewardship of the NCAP in decision-making for coastal development and conservation.

**Objective One:** Improve community understanding of submerged resources and factors that impact the Nature Coast Aquatic Preserve by improving data dissemination and accuracy.

## **Issue Three: Climate Change**

**Goal One:** Ensure that the NCAP remains resilient to expected impacts from climate change, including tropicalization and climate-induced habitat migration.

**Objective One:** Track and predict climate factors such as sea level rise, increases in sea surface temperature, storm frequency and intensity and alterations in drought/flood cycles as they pertain to all NCAP's submerged and coastal resources.

**Objective Two:** Establish processes to track and predict climate-driven changes to all NCAP's submerged resources to guide adaptive management approaches.

## **Issue Four: Human Dimensions**

**Goal One:** Identify the impacts of, remove, and reduce the presence of marine debris (litter, derelict vessels, ghost traps, aquaculture and discarded fishing gear) within the Aquatic Preserve.

**Objective One:** Identify implications to the natural resources of the various types of marine debris occurring within the Aquatic Preserve.

**Objective Two:** Remove marine debris from the resource by physical means.

**Objective Three:** Reduce marine debris at the source.

**Objective Four:** Promote community education regarding implications of marine debris in the Aquatic Preserve and of solutions/impactful debris reduction actions that can take.

**Goal Two:** Support community engagement to foster sustainable stewardship of NCAP's resources.

**Objective One:** Improve community understanding of the Nature Coast Aquatic Preserve's water quality and submerged and intertidal resources including factors that impact the Aquatic Preserve.

**Objective Two:** Engage with law enforcement to maintain and improve conditions of NCAP's water quality and submerged resources.

**Objective Three:** Improve community education regarding implications of climate change in the aquatic preserve and of adaptation/resilience efforts.

**Goal Three:** Promote diverse, sustainable use of the Nature Coast Aquatic Preserve's submerged natural resources.

**Objective One:** Anticipate impacts related to increased use and identify potential conflicts/impacts (environmental) like construction, pipelines, development and roadways, etc. and collaborate to mitigate or prevent habitat damage related to increased use/development.

**Objective Two:** Coordinate and support law enforcement to reduce or prevent impacts to natural and cultural resources.

**Goal Four:** Identify impacted areas, assess impact severity, and begin to implement reduction and restoration efforts relating to propeller damage, vessel grounding and anchoring related activities occurring to submerged resources within the Nature Coast Aquatic Preserve.

**Objective One:** Assess and identify areas of impact within the Aquatic Preserve.

**Objective Two:** Reduce physical damage (e.g., propeller scarring, anchor drags) to the NCAP's submerged resources.

**ORCP approval date:** August 31, 2022

**ARC approval date:**

**Trustees approval date:**



## Acronym List

| Abbreviation  | Meaning   |
|---------------|---|
| A.D.          | Anno Domini   |
| B.C.          | Before Christ   |
| BMAP          | Basin Management Action Plan                                      |
| cfs           | Cubic feet per second   |
| CSO           | Citizen Support Organization                                      |
| CWMA          | Chassahowitzka Wildlife Management Area                           |
| DEP           | Florida Department of Environmental Protection                    |
| DNR           | Florida Department of Natural Resources                           |
| DOH           | Florida Department of Health                                      |
| F.A.C.        | Florida Administrative Code                                       |
| F.A.R.        | Florida Administrative Register                                   |
| FDACS         | Florida Department of Agriculture and Consumer Services           |
| FNAI          | Florida Natural Areas Inventory                                   |
| F.S.          | Florida Statutes  |
| FWC           | Florida Fish and Wildlife Conservation Commission                 |
| FWRI          | (FWC) Fish and Wildlife Research Institute                        |
| GIS           | Geographic Information System                                     |
| lb-N/yr       | Pounds of nitrogen per year                                       |
| MFLs          | Minimum flows and levels  |
| n.d.          | No date   |
| NCAP          | Nature Coast Aquatic Preserve                                     |
| NERR          | National Estuarine Research Reserve                               |
| NRHP          | National Register of Historic Places                              |
| NSILT         | Nitrogen Source Inventory Loading Tool                            |
| NOAA          | National Oceanic and Atmospheric Administration                   |
| NWR           | National Wildlife Refuge  |
| OFW           | Outstanding Florida Water   |
| ORCP          | Office of Resilience and Coastal Protection                       |
| Project COAST | COastal ASsessment Team   |
| SMMAP         | St Martins Marsh Aquatic Preserve                                 |
| SWFWMD        | Southwest Florida Water Management District                       |
| TMDL          | Total Maximum Daily Load  |
| Trustees      | Board of Trustees of the Internal Improvement Trust Fund          |
| U.S.          | United States   |
| UF/IFAS       | University of Florida Institute of Food and Agricultural Sciences |
| USF           | University of South Florida                                       |
| USFWS         | U.S. Fish and Wildlife Service                                    |
| WMA           | Wildlife Management Area  |

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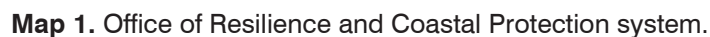
## Chapter 1 / Introduction

The Florida aquatic preserves are administered on behalf of the state by the Florida Department of Environmental Protection's (DEP) Office of Resilience and Coastal Protection (ORCP) as part of a network that includes 42 aquatic preserves, three National Estuarine Research Reserves (NERRs), a National Marine Sanctuary, Coral Reef Conservation Program, and the Kristin Jacobs Coral Reef Ecosystem Conservation Area (Map 1). This provides for a system of significant protections to ensure that our most popular and ecologically important underwater ecosystems are cared for in perpetuity. Each of these special places is managed with strategies based on local resources, issues and conditions.

Our extensive coastline and wealth of aquatic resources have defined Florida as a subtropical oasis, attracting millions of residents and visitors, and the businesses that serve them. Florida's submerged lands play important roles in maintaining good water quality, hosting a diversity of wildlife and habitats (including economically and ecologically valuable nursery areas), and supporting a treasured quality of life for all. In the 1960s, it became apparent that the ecosystems that had attracted so many people to Florida could not support rapid growth without science-based resource protection and management. To this end, state legislators provided extra protection for certain exceptional aquatic areas by designating them as aquatic preserves.

Title to submerged lands not conveyed to private landowners is held by the Board of Trustees of the Internal Improvement Trust Fund (the Trustees). The Governor and Cabinet, sitting as the Trustees, act as guardians for the people of the state of Florida (§253.03, Florida Statutes [F.S.]) and regulate the use of these public lands. Through statute, the Trustees have the authority to adopt rules related to the management of sovereignty submerged lands (Florida Aquatic Preserve Act of 1975, §258.36, F.S.). A higher layer of protection is afforded to aquatic preserves including areas of sovereignty lands that have been "set aside forever as aquatic preserves or sanctuaries for the benefit of future generations" due to

The tradition of concern and protection of these exceptional areas continues, and now includes the Rookery Bay NERR in Southwest Florida, designated in 1978; the Apalachicola NERR in Northwest Florida, designated in 1979; and the Guana Tolomato Matanzas NERR in Northeast Florida, designated in 1999. In addition, the Florida Oceans and Coastal Council was created in 2005 to develop Florida's ocean and coastal research priorities, and establish a statewide ocean research plan. The group also coordinates public and private ocean research for more effective coastal management. This dedication to the conservation of coastal and ocean resources is an investment in Florida's future.





### **1.1 / Management Plan Purpose and Scope**

Florida's aquatic resources are at risk for both direct and indirect impacts of increasing development and recreational use, as well as resulting economic pressures, such as energy generation and increased fish and shellfish harvesting to serve and support the growing population. These potential impacts to resources can reduce the health and viability of the ecosystems that contain them, requiring active management to ensure the long-term health of the entire network. Effective management plans for the aquatic preserves are essential to address this goal and each site's own set of unique challenges. The purpose of these plans is to incorporate, evaluate, and prioritize all relevant information about the site into a cohesive management strategy, allowing for appropriate access to the managed areas while protecting the long-term health of the ecosystems and their resources.

The mandate for developing aquatic preserve management plans is outlined in Section 18-20.013 and Subsection 18-18.013(2) of the Florida Administrative Code (F.A.C.). Management plan development and review begins with the collection of resource information from historical data, research and monitoring, and includes input from individual ORCP managers and staff, area stakeholders, and members of the general public. The statistical data, public comment, and cooperating agency information is then used to identify management issues and threats affecting the present and future integrity of the site, its boundaries, and adjacent areas. The information is used in the development and review of the management plan, which is examined for consistency with the statutory authority and intent of the Aquatic Preserve Program. Each management plan is evaluated periodically and revised as necessary to allow for strategic improvements. Intended to be used by site managers and other agencies or private groups involved with maintaining the natural integrity of these resources, the plan includes scientific information about the existing conditions of the site and the management strategies developed to respond to those conditions.

To aid in the analysis and development of the management strategies for the site plans, the ORCP identified four comprehensive management programs applicable to all aquatic preserves. To address the goals, objectives, integrated strategies and performance measures of the four programs, relevant information about the specific site has been collected, analyzed, and compiled to provide a foundation for development of the management plan. While it is expected that unique issues may arise regarding to resource or management needs of a particular site, the following management areas will remain constant across the resource protection network:

- Ecosystem Science
- Resource Management
- Education and Outreach
- Public Use

Each aquatic preserve management plan will identify unique local and regional issues and contain the goals, objectives, integrated strategies, and performance measures to address those issues. The plan will also identify the program and facility needs required to meet the goals, objectives, and strategies of the management plan. These components are key elements for achieving the resource protection mission of each aquatic preserve.

This is the first management plan for the Nature Coast Aquatic Preserve.

### **1.2 / Public Involvement**

ORCP recognizes the importance of stakeholder participation and encourages their involvement in the management plan development process. ORCP is also committed to meeting the requirements of Florida's Government-in-the-Sunshine Law (§286.011, F.S.), including:

- meetings of public boards or commissions must be open to the public;



- reasonable notice of such meetings must be given; and
- minutes of the meetings must be recorded.

Several key steps are to be taken during management plan development. First, staff compose a draft plan after gathering information of current and historic uses; resource, cultural and historic sites; and other valuable information regarding the property and surrounding area. Staff then organize an advisory committee comprised of key stakeholders, and conduct, in conjunction with the advisory committee, public meetings to engage the stakeholders for feedback on the draft plan and the development of the final draft of the management plan. Additional public meetings are held when the plan is reviewed by the Acquisition and Restoration Council and the Trustees for approval. For additional information about the advisory committee and the public meetings refer to Appendix C - Public Involvement.



## Chapter 2 / The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection

### 2.1 / Introduction

The Florida Department of Environmental Protection (DEP) protects, conserves and manages Florida's natural resources and enforces the state's environmental laws. DEP is the lead agency in state government for environmental management and stewardship and commands one of the broadest charges of all the state agencies, protecting Florida's air, water and land. DEP is divided into three primary areas: Regulatory Programs, Land and Recreation, and Ecosystem Restoration. Florida's environmental priorities include restoring America's Everglades; improving air quality; restoring and protecting the water quality in our springs, lakes, rivers and coastal waters; conserving environmentally-sensitive lands; and providing citizens and visitors with recreational opportunities, now and in the future.

The Office of Resilience and Coastal Protection (ORCP) is the unit within the DEP that manages more than five million acres of submerged lands and select coastal uplands. This includes 42 aquatic preserves, three National Estuarine Research Reserves (NERRs), the Florida Keys National Marine Sanctuary as well as providing management support through the Florida Coastal Management Program, the Outer Continental Shelf Program, the Coral Reef Conservation Program, the Clean Boating Program, the Florida Resilient Coastlines Program, and the Beach Management Programs. The three NERRs, the Florida Keys National Marine Sanctuary, and the Coral Reef Conservation Program are managed in cooperation with the National Oceanic and Atmospheric Administration (NOAA).

ORCP manages sites in Florida for the conservation and protection of natural and historical resources and resource-based public use that is compatible with the conservation and protection of these lands.

ORCP is a strong supporter of the NERR system and its approach to coastal ecosystem management. Florida has three designated NERR sites, each encompassing at least one aquatic preserve within its boundaries. Rookery Bay NERR includes Rookery Bay Aquatic Preserve and Cape Romano-Ten Thousand Islands Aquatic Preserve; Apalachicola NERR includes Apalachicola Bay Aquatic Preserve; and Guana Tolomato Matanzas NERR includes Guana River Marsh Aquatic Preserve and Pellicer Creek Aquatic Preserve. These aquatic preserves provide discrete areas designated for additional protection beyond that of the surrounding NERR and may afford a foundation for additional protective zoning in the future. Each of the Florida NERR managers serves as a regional manager overseeing multiple other aquatic preserves in their region. This management structure advances ORCP's ability to manage its sites as part of the larger statewide system.

The Florida Keys National Marine Sanctuary, established in 1990 by Congress, and confirmed by the Board of Trustees of the Internal Improvement Trust Fund, covers 2.3 million acres of state and federal submerged lands. The Florida Keys National Marine Sanctuary contains unique and nationally significant marine resources, including the southern portion of the Florida Reef Tract (the world's third largest barrier coral reef), extensive sea grass beds, mangrove-fringed islands and more than 6,000 species of marine life. ORCP leads state co-management efforts in the Sanctuary in partnership with the Florida Fish and Wildlife Conservation Commission and NOAA.

The Coral Reef Conservation Program coordinates research and monitoring, develops management strategies and promotes partnerships to protect the northern portion of the Florida Reef Tract along the southeast Florida coast, pursuant to the U.S. Coral Reef Task Force's National Action Plan. The Coral Reef Conservation Program also implements Florida's Local Action Strategy, the Southeast Florida Coral Reef Initiative. The program leads response, assessment and restoration efforts and jointly oversees enforcement efforts for non-permitted reef resource injuries (vessel groundings, anchor and cable drags, etc.) in southeast Florida pursuant to the Florida Coral Reef Protection Act (Section 403.93345, F.S.).

The Florida Coastal Management Program is based on a network of agencies implementing 24 statutes that protect and enhance the state's natural, cultural and economic coastal resources. The goal of the program is to coordinate local, state and federal government activities using existing laws to ensure that Florida's coast is as valuable to future generations as it is today. ORCP is responsible for directing the implementation of the statewide coastal management program. The Florida Coastal Management Program provides funding to promote the protection and effective management of Florida's coastal resources at the local level through the Coastal Partnership Initiative grant program.

The Outer Continental Shelf Program is responsible for coordinating the state's review, oversight, monitoring and response efforts related to activities that occur in federal waters on the Outer Continental Shelf to ensure consistency with state laws and policies and that these activities do not adversely affect state resources. Reviews are conducted under federal laws, including the Outer Continental Shelf Lands Act, Coastal Zone Management Act, National Environmental Policy Act, Deepwater Ports Act, Marine Protection, Research and Sanctuaries Act, Rivers and Harbors Act, Clean Air and Water Acts and the regulations that implement them.

The Clean Boating Program includes Clean Marina designations to bring awareness to marine facilities and boaters regarding environmentally friendly practices intended to protect and preserve Florida's natural environment. Marinas, boatyards and marine retailers receive clean designations by demonstrating a commitment to implementing and maintaining a host of best management practices. Via the Clean Boating Program, the Clean Vessel Act provides grants, with funding provided by the U.S. Fish and Wildlife Service, for construction and installation of sewage pumpout facilities and purchase of pumpout boats and educational programs for boaters.

The Florida Resilient Coastlines Program's mission is synergizing community resilience planning and natural resource protection tools and funding to prepare Florida's coastline for the effects of climate change, especially rising sea levels. This program is working to ensure Florida's coastal communities are resilient and prepared for the effects of rising sea levels, including coastal flooding, erosion, and ecosystem changes. The program is synergizing community resilience planning and natural resource

protection tools; providing funding and technical assistance to prepare Florida's coastal communities for sea level rise; and continuing to promote and ensure a coordinated approach to sea level rise planning among state, regional, and local agencies.

A healthy beach and dune system provide protection for upland development and critical infrastructure, preservation of critical wildlife habitat for threatened and endangered species, and a recreational space that drives the state's tourism industry and economy. In order to protect, preserve and manage Florida's valuable sandy beaches and coastal systems, the Legislature adopted the Florida Beach and Shore Preservation Act, Chapter 161, Florida Statutes, in 1964. The Act provides for the creation of a statewide, comprehensive beach management program that integrates coastal data acquisition, coastal engineering and geology, biological resource protection and analyses, funding initiatives and regulatory programs designed to protect Florida's coastal system both above and below the mean high-water line. This comprehensive approach allows DEP's Beach Management Programs to collaborate with coastal communities to address critical erosion caused by altered and managed inlets, imprudent construction, rising seas and storm impacts. DEP's Beach Management Programs consist of the following: Beach Field Services, Coastal Engineering and Geology Group, the Coastal Construction Control Line Program, the Beaches and Inlets Ports Program and the Beaches Funding Group.

## **2.2 / Management Authority**

Established by law, aquatic preserves are exceptional areas of submerged lands and associated waters that are to be maintained in their natural or existing conditions. The intent was to forever set aside submerged lands with exceptional biological, aesthetic, and scientific values as sanctuaries, called aquatic preserves, for the benefit of future generations.

The laws supporting aquatic preserve management are the direct result of the public's awareness of and interest in protecting Florida's aquatic environment. The extensive dredge and fill activities that occurred in the late 1960s spawned this widespread public concern. In 1966, the Board of Trustees of the Internal Improvement Trust Fund (Trustees) created the first offshore reserve, Estero Bay, in Lee County.

In 1967, the Florida Legislature passed the Randall Act (Chapter 67-393, Laws of Florida), which established procedures regulating previously unrestricted dredge and fill activities on state-owned submerged lands. That same year, the Legislature provided the statutory authority (§253.03, Florida Statutes [F.S.]) for the Trustees to exercise proprietary control over state-owned lands. Also in 1967, government focus on protecting Florida's productive water bodies from degradation due to development led the Trustees to establish a moratorium on the sale of submerged lands to private interests. An Interagency Advisory Committee was created to develop strategies for the protection and management of state-owned submerged lands.

In 1968, the Florida Constitution was revised to declare in Article II, Section 7, the state's policy of conserving and protecting natural resources and areas of scenic beauty. That constitutional provision also established the authority for the Legislature to enact measures for the abatement of air and water pollution. Later that same year, the Interagency Advisory Committee issued a report recommending the establishment of 26 aquatic preserves.

The Trustees acted on this recommendation in 1969 by establishing 16 aquatic preserves and adopting a resolution for a statewide system of such preserves. In 1975, the state Legislature passed the Florida Aquatic Preserve Act of 1975 (Act) that was enacted as Chapter 75-172, Laws of Florida, and later became Chapter 258, Part II, F.S. This Act codified the already existing aquatic preserves and established standards and criteria for activities within those aquatic preserves. Additional aquatic preserves were individually adopted at subsequent times up through 1989.

In 1980, the Trustees adopted the first aquatic preserve rule, Chapter 18-18, Florida Administrative Code (F.A.C.), for the administration of the Biscayne Bay Aquatic Preserve. All other aquatic preserves are administered under Chapter 18-20, F.A.C., which was originally adopted in 1981. These rules apply standards and criteria for activities in the aquatic preserves, such as dredging, filling, building docks and



other structures that are stricter than those of Chapter 18-21, F.A.C., which apply to all sovereignty lands in the state.

This plan complies with the Conceptual State Lands Management Plan, adopted March 17, 1981 by the Board of Trustees of the Internal Improvement Trust Fund and represents balanced public utilization, specific agency statutory authority, and other legislative or executive constraints. The Conceptual State Lands Management Plan also provides essential guidance concerning the management of sovereignty lands and aquatic preserves and their important resources, including unique natural features, seagrasses, endangered species, and archaeological and historical resources.

Through delegation of authority from the Trustees, the DEP and ORCP have proprietary authority to manage the sovereignty lands, the water column, spoil islands (which are merely deposits of sovereignty lands), and some of the natural islands and select coastal uplands to which the Trustees hold title.

Enforcement of state statutes and rules relating to criminal violations and non-criminal infractions rests with the Florida Fish and Wildlife Conservation Commission law enforcement and local law enforcement agencies. Enforcement of administrative remedies rests with ORCP, the DEP Districts, and Water Management Districts.

### **2.3 / Statutory Authority**

The fundamental laws providing management authority for the aquatic preserves are contained in Chapters 258 and 253, F.S. These statutes establish the proprietary role of the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund, as Trustees over all sovereignty lands. In addition, these statutes empower the Trustees to adopt and enforce rules and regulations for managing all sovereignty lands, including aquatic preserves. The Florida Aquatic Preserve Act was enacted by the Florida Legislature in 1975 and is codified in Chapter 258, F.S.

The legislative intent for establishing aquatic preserves is stated in Section 258.36, F.S.: "It is the intent of the Legislature that the state-owned submerged lands in areas which have exceptional biological, aesthetic, and scientific value, as hereinafter described, be set aside forever as aquatic preserves or sanctuaries for the benefit of future generations." This statement, along with the other applicable laws, provides a foundation for the management of aquatic preserves. Management will emphasize the preservation of natural conditions and will include lands that are statutorily authorized for inclusion as part of an aquatic preserve.

Management responsibilities for aquatic preserves may be fulfilled directly by the Trustees or by staff of the DEP through delegation of authority. Other governmental bodies may also participate in the management of aquatic preserves under appropriate instruments of authority issued by the Trustees. ORCP staff serves as the primary managers who implement provisions of the management plans and rules applicable to the aquatic preserves. ORCP does not "regulate" the lands per se; rather, that is done primarily by the DEP Districts (in addition to the Water Management Districts) which grant regulatory permits. The Florida Department of Agriculture and Consumer Services through delegated authority from the Trustees, may issue proprietary authorizations for marine aquaculture within the aquatic preserves and regulates all aquaculture activities as authorized by Chapter 597, Florida Aquaculture Policy Act, F.S. Staff evaluates proposed uses or activities in the aquatic preserve and assesses the possible impacts on the natural resources. Project reviews are primarily evaluated in accordance with the criteria in the Act, Chapter 18-20, F.A.C., and this management plan.

Comments of ORCP staff, along with comments of other agencies and the public are submitted to the appropriate permitting staff for consideration in their issuance of any delegated authorizations in aquatic preserves or in developing recommendations to be presented to the Trustees. This mechanism provides a basis for the Trustees to evaluate public interest and the merits of any project while also considering potential environmental impacts to the aquatic preserves. Any activity located on sovereignty lands requires a letter of consent, a lease, an easement, or other approval from the Trustees.

Florida Statutes that authorize and empower non-ORCP programs within DEP or other agencies may also be important to the management of ORCP sites. For example, Chapter 403, F.S., authorizes DEP to adopt rules concerning the designation of “Outstanding Florida Waters” (OFWs), a program that provides aquatic preserves with additional regulatory protection. Chapter 379, F.S., regulates saltwater fisheries, and provides enforcement authority and powers for law enforcement officers. Additionally, it provides similar powers relating to wildlife conservation and management. The sheer number of statutes that affect aquatic preserve management prevents an exhaustive list of all such laws from being provided here.

## **2.4 / Administrative Rules**

Chapters 18-18, 18-20 and 18-21, F.A.C., are the three administrative rules directly applicable to the uses allowed in aquatic preserves specifically and sovereignty lands generally. These rules are intended to be cumulative, meaning that Chapter 18-21 should be read together with Chapter 18-18 or Chapter 18-20 to determine what activities are permissible within an aquatic preserve. If Chapter 18-18 or Chapter 18-20 are silent on an issue, Chapter 18-21 will control; if a conflict is perceived between the rules, the stricter standards of Chapter 18-18 or Chapter 18-20 supersede those of Chapter 18-21. Because Chapter 18-21 concerns all sovereignty lands, it is logical to discuss its provisions first.

Originally codified in 1982, Chapter 18-21, F.A.C., is meant “to aid in fulfilling the trust and fiduciary responsibilities of the Board of Trustees of the Internal Improvement Trust Fund for the administration, management and disposition of sovereignty lands; to ensure maximum benefit and use of sovereignty lands for all the citizens of Florida; to manage, protect and enhance sovereignty lands so that the public may continue to enjoy traditional uses including, but not limited to, navigation, fishing and swimming; to manage and provide maximum protection for all sovereignty lands, especially those important to public drinking water supply, shellfish harvesting, public recreation, and fish and wildlife propagation and management; to insure that all public and private activities on sovereignty lands which generate revenues or exclude traditional public uses provide just compensation for such privileges; and to aid in the implementation of the State Lands Management Plan.”

To that end, Chapter 18-21, F.A.C., contains provisions on general management policies, forms of authorization for activities on sovereignty lands, and fees applicable for those activities. In the context of the rule, the term “activity” includes “construction of docks, piers, boat ramps, boardwalks, mooring pilings, dredging of channels, filling, removal of logs, sand, silt, clay, gravel or shell, and the removal or planting of vegetation” (Rule 18-21.003, F.A.C.). In addition, activities on sovereignty submerged lands must be not contrary to the public interest (Rule 18-21.004, F.A.C.). Chapter 18-21 also sets policies on aquaculture, geophysical testing (using gravity, shock wave and other geological techniques to obtain data on oil, gas or other mineral resources), and special events related to boat shows and boat displays. Of particular importance to ORCP site management, the rule also addresses spoil islands, preventing their development in most cases.

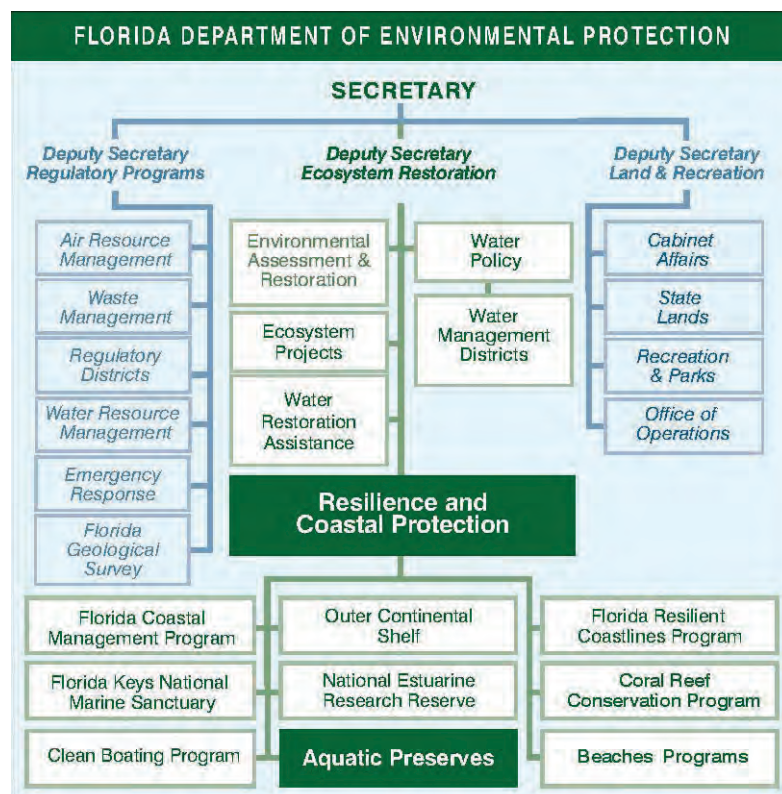
Chapters 18-18 and 18-20, F.A.C., apply standards and criteria for activities in the aquatic preserves that are stricter than those of Chapter 18-21. Chapter 18-18 is specific to the Biscayne Bay Aquatic Preserve and is more extensively described in that site’s management plan. Chapter 18-20 is applicable to all other aquatic preserves. It further restricts the type of activities for which authorizations may be granted for use of sovereignty lands and requires that structures that are authorized be limited to those necessary to conduct water dependent activities. Moreover, for certain activities to be authorized, “it must be demonstrated that no other reasonable alternative exists which would allow the proposed activity to be constructed or undertaken outside the preserve” (Paragraph 18-20.004(1)(g), F.A.C.).

Chapter 18-20, F.A.C., expands on the definition of “public interest” by outlining a balancing test that is to be used to determine whether benefits exceed costs in the evaluation of requests for sale, lease, or transfer of interest of sovereignty lands within an aquatic preserve. The rule also provides for the analysis of the cumulative impacts of a request in the context of prior, existing, and pending uses within the

aquatic preserve, including both direct and indirect effects. The rule directs management plans and resource inventories to be developed for every aquatic preserve. Further, the rule provides provisions specific to certain aquatic preserves and indicates the means by which the Trustees can establish new or expand existing aquatic preserves.

Aquatic preserve management relies on the application of many other DEP and outside agency rules. Perhaps most notably, Chapter 62-302, F.A.C., concerns the classification of surface waters, including criteria for OFW, a designation that provides for the state's highest level of protection for water quality. All aquatic preserves contain OFW designations. No activity may be permitted within an OFW that degrades ambient water quality unless the activity is determined to be in the public interest. Once again, the list of other administrative rules that do not directly address ORCP's responsibilities but do affect ORCP-managed areas is too long to include within the context of this management plan.

**Figure 1.** State management structure.







## Chapter 3 / Nature Coast Aquatic Preserve

### 3.1 / Historical Background

Archaeological evidence from the northern Gulf Coast of the Florida Peninsula suggests that humans have inhabited the area for the past 12,000 years. Indigenous people in the region are believed to have lived in small temporary camps located nearby river crossings and other strategic sites to easily access small game and plants. Around the year 7500 B.C., the ways early humans accessed resources began to change. The environment shifted toward a warmer, wetter climate, and there is less evidence of human use of megafauna — such as the Pleistocene horse and mammoth. Sea level was lower on the Gulf Coast compared to Florida's modern-day coastline, revealing a wide coastal plain. As the environment became wetter after 7500 B.C., exposed land area declined, reducing the abundance of interior grasslands while increasing the likelihood of upland hardwood hammocks (Norman et al., 2018a).

Between 7500 and 5000 B.C (known as the Early Archaic Period), the climate shifted toward drier conditions, and human populations in the Florida peninsula began to increase. Oyster middens — mounds of discarded oyster shells previously used as a waste dumping ground by early civilizations — from this period have been frequently found offshore and along the Gulf Coast. During this period, human settlement sizes increased, and a greater variety of tool types were made, suggesting differences in tool use between different cultural groups (Norman et al., 2018a). Tools and jewelry made by early indigenous people from shells found in the Crystal River region have been discovered across the country, suggesting that the area was an important trade and distribution hub (personal communication, Jeff Moates, February 2, 2021). As the climate shifted again toward wetter conditions after 4000 B.C.,



former pine forests were displaced by oaks and hickory trees in the plains and upland interior (Norman et al., 2018a).

The Late Archaic (3000-500 B.C.) brought the presence of fired ceramics, especially for projectile points, to the area. During this period, early humans consistently occupied coastal areas and relied on coastal resources like oyster, coquina, and small fishes. Reliance on marine resources became even greater from 500 B.C. to 1700 A.D., when fishing, hunting and gathering practices became more common. Sea level rose intermittently during this period, covering areas of the coastal plain and changing the cultural landscape. This shift may have led to an increased focus on food production. Ceremonial practices such as temple and burial mound building have been found during this period as well (Norman et al., 2018a).

Historians have marked prehistoric cultural shifts by categorizing them as periods such as the Deptford Period (500 B.C.-500 A.D.) and the Safety Harbor Period (A.D. 1200-1600). The links of these early humans to current indigenous communities is not always clear (personal communication, Jeff Moates, February 2, 2021), however by the 18<sup>th</sup> century, evidence of the Seminole tribe occupying inland portions of the region is apparent. Though some evidence suggests Seminole occupation near the Gulf Coast, the extent of their use of the area is not well understood (Norman et al., 2018a).

By the 1830s, farm-based settlements and pioneers entered the region, producing crops such as corn, sorghum, and sugar cane. Native hardwoods were felled for lumber, pinesap, and turpentine. Pencil manufacturing was also a major industry in the area — both Crystal River and Cedar Key harvested large cedars for pencil manufacturing. Aerial photographs from the 1940s show obvious evidence of land clearing, primarily documenting the removal of large pine trees (Norman et al., 2018a).

In 1843, Hernando County was created from the southern portion of Alachua County, as well as portions of Hillsborough and Mosquito Counties. The county's name changed to Benton in 1844 and then back to Hernando in 1850 (Historic Hernando Preservation Society, n.d.). In 1887, lands from the Hernando Territory were divided into Citrus, Hernando, and Pasco Counties. In Citrus, the county seat was originally the town of Mannfield. By 1891, Inverness became the county seat. Phosphate was discovered on the east side of Citrus County in 1889 and a mining industry grew there until 1913. The railroad extended to the town of Crystal River in 1888, making the county more accessible to tourists and sport fishermen from the north (City of Crystal River, n.d. a). Pasco County was named after U.S. Senator Samuel Pasco. The county's first census was undertaken in 1890, accounting for 3,872 white people, 376 black people, and one Native American resident. Between 1889 and 1925, the six municipalities of Pasco County were established (Pasco County Genealogical Society, 1994).

Hernando County supported a thriving bootlegger industry during the Prohibition Era. The dense forests, winding inlets of the West Central Florida coastline, and proximity to Cuba and the West Indies, made this region well suited to the illegal trade of liquor. State authorities were known to work alongside rumrunners, with only a small number of federal authorities enforcing prohibition laws (Cofer, 1979). The names of natural landmarks in Hernando County still allude to the area's rumrunner roots, such as Beacon Rock, Lantern Rack, and Drunkard's Rest, a marsh island along the coast where Cuban fishing boats would hide (Cofer, 1979).

Major modifications to the landscape, such as the construction of the Inglis Lock and Dam in 1909, have occurred in more recent years. This project created the now popular 3,400-acre Lake Rousseau. Construction of the Cross Florida Barge Canal project began in 1964, which included modification of the Lower Withlacoochee River with the addition of the Inglis Lock; a bypass channel constructed to reconnect the final 9 miles of the Withlacoochee River. Construction was halted on the canal in 1971 and current flow control only occurs to the Lower Withlacoochee River during periods of high flow, due to proximity to Lake Rousseau and the canal's construction. Additionally, the Lower Withlacoochee River has experienced dredge related activity further altering the rivers natural composition. The Crystal River Energy Complex, which opened in 1966 with a coal-fueled power station, is another major industry in the area. The station previously included a nuclear unit that relied on intake and discharge canals that pumped water from the Gulf for cooling. The nuclear unit has now been discontinued, and the complex is currently operated by Duke Energy (personal communication, Enrique Latimer, April 5, 2021). Other

regional industries include mining operations, cattle ranching, silviculture, and commercial fishing (Norman et al., 2018a).

Today, the Nature Coast region is heralded as an interface between the urban areas of South Florida and the undeveloped natural areas of the Big Bend region. Ecotourism is a major economic driver, with recreational opportunities like kayaking, boating, fishing, scalloping, snorkeling, birding, and hiking.

### **3.2 / General Description**

#### **International/National/State/Regional Significance**

The Nature Coast Aquatic Preserve (NCAP) supports approximately 450,000 acres of submerged lands, including abundant seagrass meadows and many other important coastal ecosystems such as saltmarsh, sponge beds, oyster reefs, mangrove islands, marine springs, and hard bottom habitats. A variety of wildlife rely on these ecosystems, including endangered and threatened species such as manatees, green sea turtles, and the Gulf sturgeon. The shallow topography of the region combined with the estuarine conditions make the region a haven for a variety of juvenile marine species (Gandy et al., 2011; Manson et al., 2005). The karstic geology and spring-fed rivers of this region are important and unique influencers in the ecosystems, hydrology, and wildlife that characterize the Springs Coast and the NCAP area.

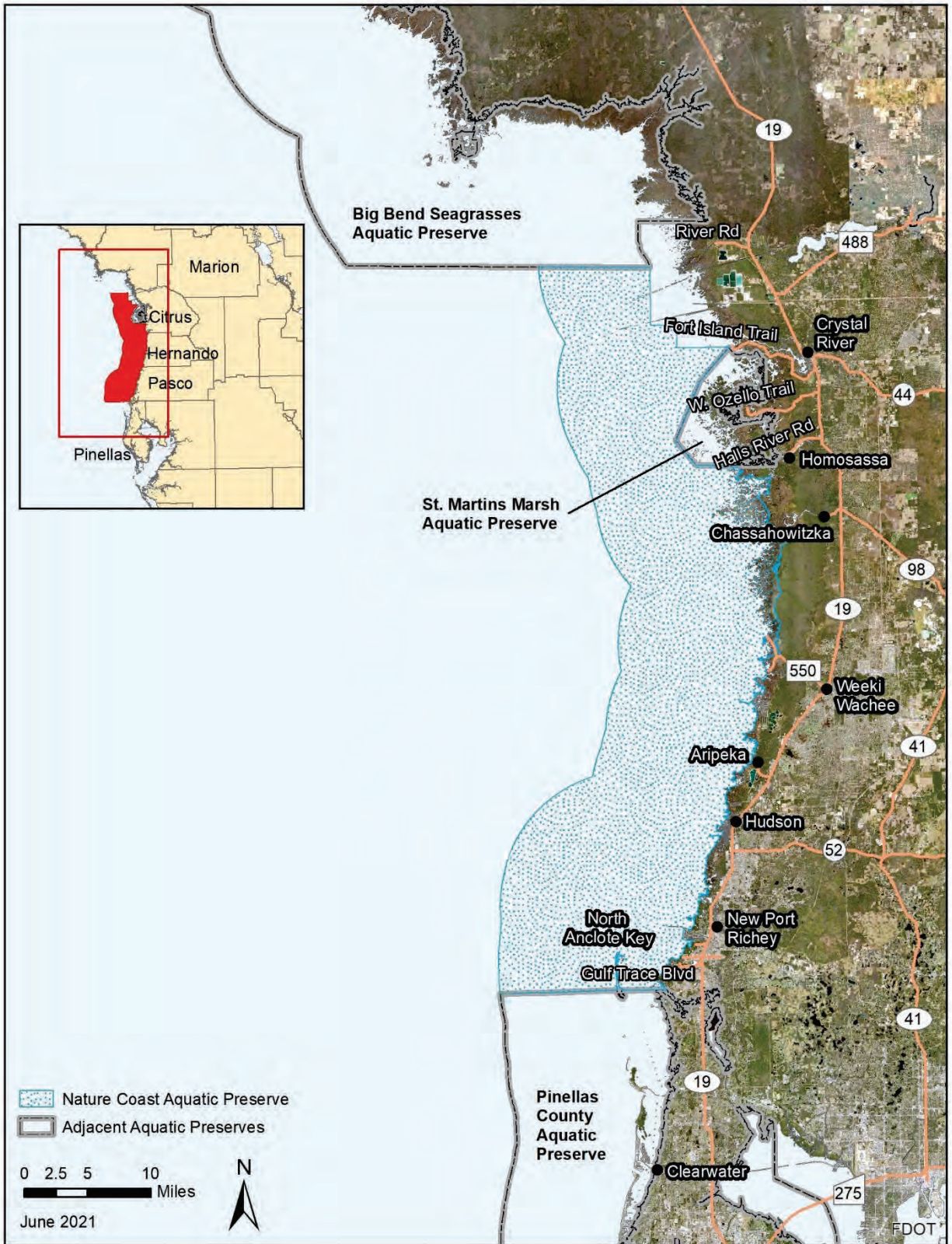
The Florida manatee is a major international draw for tourists and recreational snorkelers in the NCAP. The city of Crystal River is commonly referred to as the Manatee Capital of the World. Manatees utilize the warmer spring fed waters of Citrus County, particularly Kings Bay in Crystal River, during winter months when Gulf waters slip below 20°C (SMMA, 2017). Kings Bay forms the headwaters of Crystal River in Citrus County and hosts the largest number of Florida manatees at a natural warm-water site. During flyover surveys in the winter of 2020, over 750 manatees were viewed in the Crystal River vicinity with more than 550 manatees observed in Kings Bay. USFWS, n.d. b). The annual average rate of increase of manatees in Kings Bay over the past 30 years was 7% or 4.81 animals each year (Sattelberger et al., 2017). Though Kings Bay is not included within the boundaries of the NCAP, manatees that rely on wintertime refugia interact with natural resources contained within the NCAP, especially seagrass.

An abundance of seagrass makes the NCAP particularly significant, especially as global seagrass abundance decreases by 1.5% each year (Binns, 2019). Seagrass meadows are ranked the third-most valuable ecosystems globally, after estuaries and wetlands (Reynolds et al., 2018). One acre of seagrass can support nearly 40,000 fish and 50 million small invertebrates (Reynolds et al., 2018). Seagrasses also help to prevent erosion, reducing wave action and stabilizing sediments by 20% (Spalding et al., 2016). They are an important factor in climate mitigation strategies as one acre of seagrass can sequester more than 1,200 pounds of carbon every year (McLeod et al., 2011).

Fishing, boating, and ecotourism industries in the area rely on these aquatic habitats. Recreationally important sport fish, such as gag grouper, spotted seatrout, snook, redfish, tarpon, and gray snapper rely on the estuaries of the NCAP throughout their lifecycles. Benthic animals like stone crabs, blue crabs, bay scallops, sponges, and oysters are also prevalent in the area, as are forage species like pinfish and shrimp. Commercial fisheries that depend on the NCAP's seagrass generate more than \$12 million annually (FWC, 1999 - 2022). Coastal tourism and recreation in the NCAP generate more than \$250 million per year, supporting nearly 8,000 jobs and 500 businesses (NOAA, n.d. d). Recreational scalloping alone has contributed nearly \$2 million in both Citrus and Hernando counties each year since 2003 (Blass, 2018).

#### **Location/Boundaries**

The NCAP is located off the coast of Citrus, Hernando, and Pasco counties on the Gulf Coast of the Florida Peninsula. The aquatic preserve encompasses over 450,000 acres of submerged lands. Crystal River borders the aquatic preserve to the north, and the Anclote River borders the southern boundary. The eastern boundary of the preserve runs along the mean high-water line in all three counties. In Citrus



**Map 2.** Nature Coast Aquatic Preserve.



County, the northeastern boundary of the preserve turns farther offshore, bordering St. Martins Marsh Aquatic Preserve (SMMAP) as well as marine areas adjacent to industrial facilities. The western boundary of the NCAP is defined by the extent of state-owned submerged lands in the Gulf of Mexico (nine nautical miles offshore). The northern and southern boundaries are defined by adjacent aquatic preserves: the Big Bend Seagrasses Aquatic Preserve to the north and the Pinellas County Aquatic Preserve to the south. The St. Martins Marsh and Big Bend Seagrasses Aquatic Preserves are managed alongside the NCAP but are separate preserves with their own distinct boundaries and management plans. Monitoring, research, and other field operations for the NCAP are coordinated through a collaboration with the University of Florida Institute of Food and Agricultural Science (UF/IFAS) Nature Coast Biological Station and UF/IFAS Soil, Water and Ecosystem Sciences Department. Management of the preserve is undertaken through the DEP Office of Resilience and Coastal Protection in Tallahassee.

### **3.3 / Resource Description**

#### **Surrounding Population Data and Future Projected Changes**

Florida is the third most populous state in the United States, with over 21.5 million people. The state's population is expected to grow to 26 million people by 2040. Between April 2019 and April 2020, the state's population grew by 387,479 residents (1.83%). Between April 2018 and April 2019, it grew 368,021 residents (1.77%). Population growth is expected to slow to 1.38% in 2021. Future population growth is forecast to remain at about this level of annual growth until 2025. Tourism brings millions of visitors to the state each year: 130 million people visited from 2018-2019 and 108 million from 2019-2020, a decreased number because of the COVID-19 pandemic (Florida Legislature, 2020).

The Florida 2070 Project forecasts land and water use trends based on current data, predicting a future based on current trends and an alternative future with more compact development and increased conservation. In the Florida 2070 report, Central Florida is described as facing "the perfect storm" of expansive development and increased population growth. Based on current trends, overall water demand is expected to increase by 55% and would increase by 33% in the alternative scenario. Water use related to development is forecasted to increase by 112% in the trend scenario and 62% in the alternative scenario. Agricultural water demand is projected to decline by 31% in the trend and 12% in the alternative scenario (Florida 2070, 2017).

#### **Citrus County**

Citrus County is Florida's 33<sup>rd</sup> most populous county, with 0.7% of Florida's population residing there. In 2020, Citrus County's population estimate was 149,383 people. Based on this estimate, 157,062 are forecasted to live in the county by 2025 and 177,346 by 2045. The largest number of people are employed by education and health services (22.3%) in the county, then trade, transportation, and utilities (21.8%), leisure and hospitality (14%), and government (13.5%) (Florida Legislature, 2021a). In the Crystal River area, land use of the watershed has turned toward large-scale urbanization in the past 70 years. Other spring systems show about a range of 24-37% coverage from urban and residential land uses (Yarbro & Carlson, 2018).

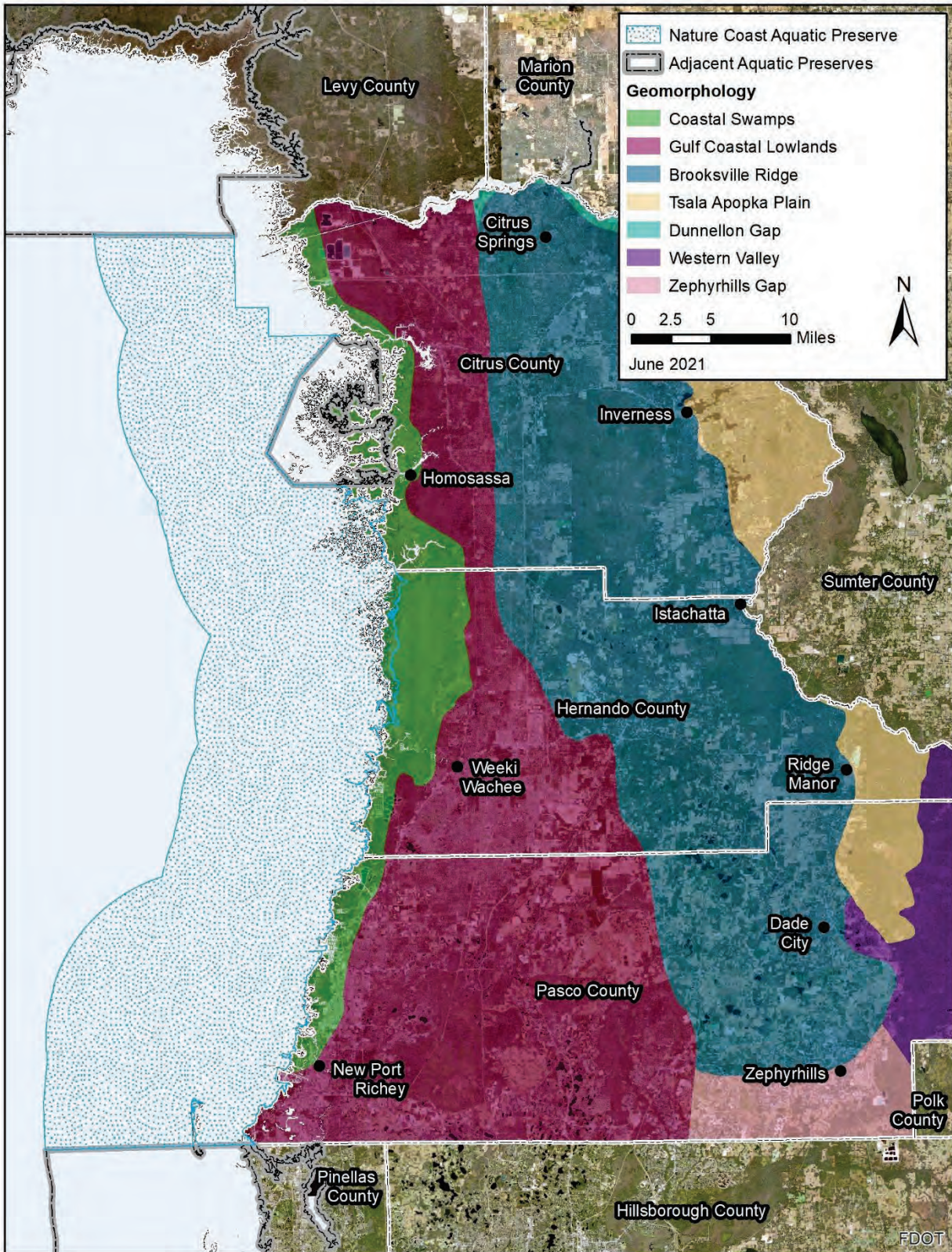
#### **Hernando County**

Hernando County is Florida's 27<sup>th</sup> most populous county, with 0.9% of Florida's population. In 2020, the population estimate for the county was 192,186. By 2025, it is estimated that 206,124 people will live there. By 2045, 244,387 people will call Hernando County home. Trade, transportation, and utilities employ the largest number of people in the county (22.3%), followed by education and health services (20.6%), leisure and hospitality (13.6%), government (12.9%), and professional and business services (11.1%) (Florida Legislature, 2021b).

#### **Pasco County**

Pasco County is Florida's 12<sup>th</sup> most populous county, providing homes to 2.5% of Florida's population (Florida Legislature, 2021c). The population of Pasco County grew from 525,643 to 539,630 people





**Map 3.** Geomorphology of the Nature Coast Aquatic Preserve.

(2.66%) from 2017 to 2018 (Pasco County, N.D.). By 2025, it is estimated that 586,071 people will live in the county. By 2045, 710,997 people are predicted to live there — 2.6% of Florida's estimated population. Trade, transportation, and utilities account for 22.5% of employment in the county, educational and health services account for 20.5%, government is 14%, and leisure and hospitality are at 13.4% (Florida Legislature, 2021c)

### **Topography and Geomorphology**

The five main topographic features of the counties surrounding the NCAP are the Tsala Apopka Plain, the Brooksville Ridges, the Gulf Coast Lowlands, the Western Valley, and the Zephyrhills Gap. All these features fall outside of the NCAP boundaries except the Gulf Coast Lowlands — the NCAP includes submerged portions of this feature (White, 1970). The Gulf Coastal Lowlands are described as a low, flat seaward sloping plain extending westward and coastward from the Central Highlands. The Gulf Coastal Lowlands are located on the Pamlico Terrace. The land surface is characterized as flat and sandy with a surface slope of two to three feet per mile. This slope continues down the submarine plain offshore for more than 20 miles (Rupert, 1987). The Gulf Coastal Lowlands and the associated submarine plain are underlain by the soluble marine Ocala Group limestone of the Eocene. Dissolution of the area's limestone has developed various karstic morphologies. These morphologies include depressions, fissures, sinks, and caverns that give a more complex structure to an otherwise flat landscape (DEP, 2017).

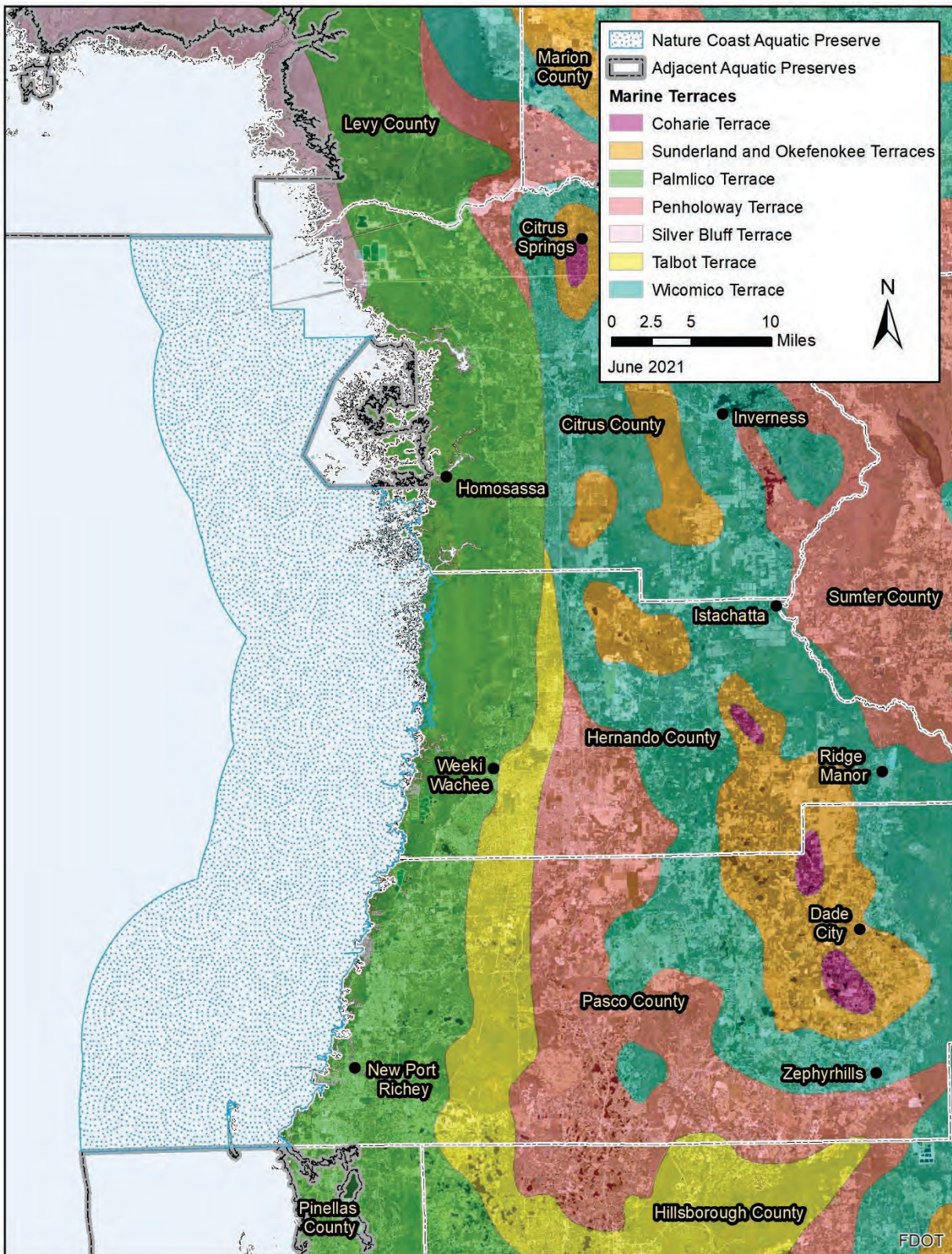
The west-central coastline of Florida is considered a sediment-starved, low-wave-energy and tide-dominated coastline. This region is considered morphologically complex because it contains both wave-dominated and tide-dominated coastal features, which are typically widely separated. It is also unusual because the sediment of the region is rich in carbonate components, likely from mollusk shells (Hine et al., 2003). The lands surrounding the NCAP have a small slope and low elevation. These lands have historically seen extensive shoreline fluctuations, brought on by even modest sea level fluctuations in the Gulf of Mexico. Marine terraces of the area provide a general depiction of major sea level fluctuations (DEP, 2017). Four marine terraces make up Citrus, Hernando, and Pasco Counties: the Pamlico Terrace, Penholoway Terrace, Talbot Terrace, and Wicomico Terrace.

An analysis of aerial photographs and sediment samples from the northern islands of west-central Florida, which make up the southern edge of the NCAP, revealed that sand movement has been dictated by the presence or absence of seagrass beds in the region. A large seagrass bed near Anclote Key disappeared between 1957 and 1967, resulting in a sudden transport of sand along Anclote Key. During this period, the island saw a 30% increase in length. Though the reason for the seagrass die-off is not conclusive, possible reasons include storm damage, pathogen infection, water quality decline due to human development, and overgrazing by sea urchins (Hine et al., 1987).

The section of the Gulf Coastal Lowlands along the western edge of Citrus County are the Coastal Swamps. The Coastal Swamp area is defined as the full extent of freshwater swamps and salt marshes along the coast (Puri & Vernon, 1964; White, 1970). The coastline itself is part of the Coastal Marsh Belt subprovince (Puri & Vernon, 1964) and is described as a low-energy system with a net sand deficiency (Price, 1954; Tanner, 1960). Elevation in the Coastal Swamps is generally lower than 10 feet above sea level (Spencer, 1984). This area is described as a drowned karst coastline as the various marshes and underlying sediment layers cover the karstic features in the submerged limestone (DEP, 2017).

The waterways surrounding the NCAP provide for more intricate features given the close interaction between surface and groundwater systems. This tight interaction has helped to form many of the karstic features in the area. The seven major rivers that influence the waters of NCAP are the Withlacoochee, Crystal, Homosassa, Chassahowitzka, Weeki Wachee, Pithlachascotee, and Anclote. Many of these rivers discharge waters derived, in large part, from groundwater-fed springs.





**Map 4.** Marine terraces of the Nature Coast Aquatic Preserve.





## Geology

The Florida Platform is a geologic formation that separates the Gulf of Mexico from the Atlantic Ocean, comprising the Florida Peninsula, which represents about half the size of the Florida Platform (Upchurch, 2014). The karst terrain that makes up Florida creates conditions favorable for sinkholes, which are common throughout the state. The primary cause of sinkholes is dissolving underground limestone due to acidic water that reacts with organic matter and becomes more acidic as it dissolves carbon dioxide. The acidic water breaks down limestone, leading to the formation of cavities. The number of sinkholes within the state has increased since the 1970s because of increased demand on the Florida aquifer system due to population growth and the occurrence of droughts. In a study of three South Florida counties (Pasco, Hillsborough, and Pinellas), Pasco County was found to have a relatively high danger from sinkholes to property owners. The large karst platforms in the area were deemed responsible for the increased risk in the area (Scheidt et al., 2005).

Citrus County is located within the Avon Park Formation, which is characterized by several types of limestone and dolomite that lie beneath the Upper Eocene Ocala Limestone and above the Lower Eocene Oldsmar Formation (Scott et al., 2014). Citrus County belongs within the Ocala Karst District, an area characterized as a dry landscape with little surface water that leads to a breakup of limestone and other similar strata in the area. Karst features seen within Citrus County include sinkholes, conical hills, caverns, pinnacles, and fractures. Springs are part of the karst landscape. First magnitude springs, or springs that have a mean discharge of more than 100 cubic feet per second, are located within the Kings Bay, Homosassa, and Chassahowitzka springs groups (Upchurch, 2014). Nearly half of Citrus County is composed of Ocala Limestone. The Hawthorn Group makes up another 21% of the county, an undifferentiated geologic unit that occurs at the southern end of the Ocala Platform and reaches southward to Pasco County (USGS, n.d.).



A quarter of Hernando County is made up of the Hawthorn Group. The sediments of this unit are light olive gray to blue gray in unweathered sections and reddish brown in weathered areas. Hard rock phosphate deposits are found on the eastern edge of the Brooksville Ridge. Another quarter of the county is covered by Suwannee Limestone, which can be found on the northwestern, northeastern, and southwestern portions of the Ocala Platform. This area is composed of white to cream colored limestone containing fossils of mollusks, corals, foraminifers, and echinoids. Ocala Limestone composes about 14% of the county and is made up of pure limestone and dolostones. This feature has extensive karst features, sometimes exhibiting tens of feet of relief. This area is permeable and is characterized by multiple streams and springs that flow in and out of the permeable rock. Other major geologic features in the county include beach ridges and dunes, which are composed of siliciclastics, organics, and freshwater carbonates (USGS, n.d.).

Like Hernando County, Pasco County is primarily composed of the Hawthorn Group, Suwannee Limestone, Ocala Limestone, and beach ridges and dunes. A small portion of the county (2%) includes the Tampa Member of the Arcadia Formation, an area composed of white to yellowish gray mudstone, wackestone, and packstone that commonly includes fossils of mollusks and corals. Sand and clay beds are also characteristic of this area (USGS, n.d.).

### **Minerals**

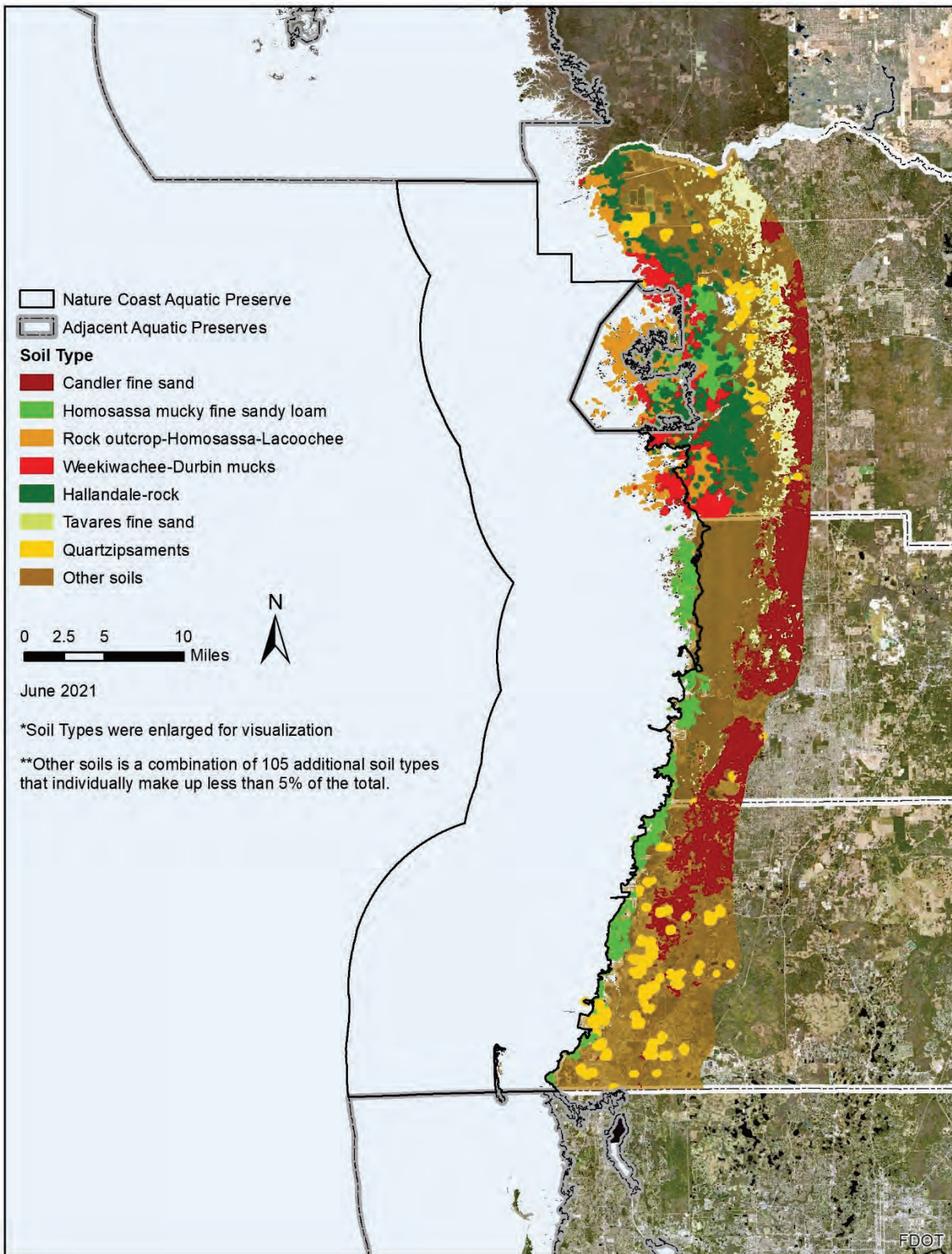
While there are no mining operations immediately within the NCAP boundaries, historically there have been four mineral resources mined in the uplands of Citrus County: stone, sand, clay, and phosphate. Stone mining in Citrus County focuses on limestone and dolomite (DEP, 2017). Stone mining occurs in the northwestern portion of Citrus County, just south of the town of Inglis, as well as the Lecanto area due east of Crystal River. Formations from which limestone is extracted include late Middle Eocene age Avon Park Limestone, late Eocene Ocala Group Limestone, and the Oligocene Suwannee Limestone. The primary uses of limestone are road base, fertilizer, soil conditioner, rip rap, and concrete and asphalt aggregate (Spencer, 1984).

Sand and clay mining occurs in the central portion of Citrus County just east of Homosassa Springs. The mined sand deposits of Citrus County are largely limited to the Brooksville Ridge, as deposits in the Gulf Coastal Lowlands are too fine grained for economic feasibility. The sands of the Brooksville Ridge range in age from Miocene to Holocene and are a poorly sorted mix of fine to medium grain quartz. Phosphate was the major mineral mined in the area until it reached levels of economic infeasibility in 1966. The origin of phosphate in the area is believed to come from phosphoric acid in water that replaced the carbonate of limestone to form calcium phosphate, otherwise known as hard rock phosphate. Phosphatic clays were discarded as waste materials from the height of the industry and were often left in previously mined pits. These clays have been processed in recent years for use as animal feed and direct application fertilizer (Spencer, 1984).

### **Soils**

The four main soil complexes of significance in NCAP are Homosassa Mucky Fine Sandy Loam, Rock Outcrop-Homosassa-Lacoochee, Weekiwachee-Durbin Mucks, and Hallandale-Rock Outcrop.

The Homosassa Mucky Fine Sandy Loam complex is the most common soil complex in NCAP and is found in tidal marshes where it experiences daily tidal flooding. The complex is marked by its high water capacity near the soil surface and medium capacity in lower layers, as well as its slightly acidic to mildly alkaline pH (USDA, 1988). The surface layer of the soil is a dark gray mucky fine sandy loam, measuring about 10 inches thick. This layer is followed by another eight inches of dark grayish brown mucky fine sandy loam. This is underlain by a grayish brown loamy fine sand which runs about 31 inches deep and is followed by four inches of soft limestone bedrock and a hard limestone bedrock (USDA, 1988).



**Map 5.** Soils of the Nature Coast Aquatic Preserve.

The Rock Outcrop-Homosassa-Lacoochee Complex and Weekiwachee-Durbin Mucks are also well represented. Found in tidal marshes and some offshore islands, most of the soil in the Rock Outcrop-Homosassa-Lacoochee Complex is flooded with island soil during extreme high tides and storm tides (USDA, 1988). The primary component of this complex are the rock outcrops which are largely flat surfaces pitted with solution holes. The second major component of the complex is Homosassa soil. The surface of the Homosassa soil is black, murky fine sandy loam which is about five inches thick. The next layer is a dark grayish brown fine sand which runs to about 21 inches deep and is underlain by a hard limestone bedrock. The third major component of this complex is Lacoochee soil, which has a light gray fine sandy loam surface layer of about five inches in thickness. This is underlain by a grayish brown fine loamy sand to a depth of about eight inches followed by a yellowish brown fine loamy sand, which is approximately 21 inches deep. The bottom layers consist of a soft white limestone bedrock, measuring at a depth of about 21 inches, and hard white limestone bedrock underneath. The water capacity for the Homosassa and Lacoochee soils ranges from high to moderate with decreasing depth (USDA, 1988).

The Weekiwachee-Durbin Mucks are characterized by their well decomposed soils, which contain sulfur, as well as a high capacity for water and moderately rapid permeability. The complex is found in salt marshes and is flooded on average of twice daily by high tides (USDA, 1988). There are two main soil types in the complex: Weekiwachee and Durbin. Weekiwachee soil is the dominant component of the complex and is often found adjacent to mineral soils or rock outcroppings. The surface layer of this soil is a black muck that is about 34 inches thick. This is underlain by about four inches of gray fine sand, followed by a layer of soft white limestone bedrock, running about 41 inches deep. Underneath is a hard limestone bedrock. Durbin soil is exposed to open water and has a surface layer of dark gray muck, about seven inches thick. This is underlain by a black muck which runs about 80 inches deep (USDA, 1988).

The Hallandale-Rock Outcrop Complex is the fourth most common soil complex in NCAP. The complex is marked by its high water table, moderate to moderately slow permeability, and strongly acidic to mildly alkaline surface and medium acidic to moderately alkaline underlying layers (USDA, 1988). The major component of this complex is Hallandale soil and is found along the coastline, adjacent to fresh and saltwater swamps. The soil is also found on some offshore islands. The surface layer of this soil is a black fine sand that is two inches thick and is followed by a grayish brown fine sand, which runs to about six inches in depth. The underlying layer is a yellowish-brown fine sand which runs about 10 inches deep, followed by a hard limestone bedrock. The rock outcrop of this complex is randomly scattered but can measure up to 50 feet long (USDA, 1988).

A small amount of quartzipsamments can also be found in the NCAP. Quartzipsamments are commonly found near urban lands but can occur throughout the area (USDA, 1988). The soil is characterized by its variable but generally rapid permeability and its generally low water capacity. The surface layer is a mottled brownish yellow and pale brown fine sand which runs about 54 inches in thickness, followed by a layer of thick dark grey fine sand and a brownish yellow fine sand, running 80 inches deep (USDA, 1988).

### **Hydrology and Watershed**

The hydrology and watershed of the NCAP area is regulated by several state-led programs. Basin Management Action Plans (BMAP) have been established by DEP for the Crystal River/Kings Bay Basin, Homosassa/Chassahowitzka Basin, and Weeki Wachee Basin. The SWFWMD establishes minimum flows and levels (MFLs) for spring and river systems to protect systems from significant harm caused by ground and surface water withdrawals. MFLs have been established for the Anclote, Chassahowitzka, Crystal, Homosassa, Pithlachascotee, Weeki Wachee rivers. Minimum flows and levels are currently being established for the Withlacoochee River. Reports can be accessed through the SWFWMD website.

### **Surface Water**

The NCAP is a complex system of inlet bays, salt marshes, tidal creeks, and rivers that form an expansive estuarine system along the coast of Citrus, Hernando, and Pasco counties. The seven major



ivers that influence the waters of the NCAP are the Withlacoochee, Crystal, Homosassa, Chassahowitzka, Weeki Wachee, Pithlachascotee, and Anclote. These rivers are incorporated into two main watersheds and four sub-basins that impact the NCAP. The main watersheds are the Withlacoochee River and Springs Coast, and the sub-basins include the Crystal River, Homosassa River, Hillsborough River, and Tampa Bay/Anclote River watersheds. Portions of these watersheds drain into local estuaries and bays before flowing into the Gulf of Mexico.

An analysis of annual hydroclimate data from eight rivers in the Big Bend area found that flow changes across all rivers were associated with changes in precipitation and groundwater level. Increased drought and groundwater withdrawal will likely lead to further flow reductions. Significant negative trends were seen in Suwannee, Lower Withlacoochee, and Rainbow Rivers. This research suggests a need for improved regional modeling in the Big Bend area to account for decreases in discharges and growing water consumption (Glodzik, 2018).

### **Ground Water**

The karst geology of west central Florida plays an important role in the hydrological framework of the area. The ground water system of west central Florida is composed of three units: the Surficial Aquifer System, the Intermediate Aquifer System, and the Floridan Aquifer System. The primary aquifer system for the NCAP is the Floridan System, with small portions of the Surficial Aquifer System found in the Brooksville Ridge, and the Intermediate Aquifer System being almost absent (SWFWMD, 2001a).

The Surficial Aquifer System is the uppermost aquifer system. The aquifer is unconfined and composed primarily of clay and unconsolidated sands. The Surficial Aquifer System is found mostly in the Brooksville Ridge as this province still possesses the Hawthorn Group clay layer. This layer, given its low permeability, slows the movement of water into the Floridan Aquifer System and acts as the base of the Surficial Aquifer System and the upper confining layer of the Floridan Aquifer System.

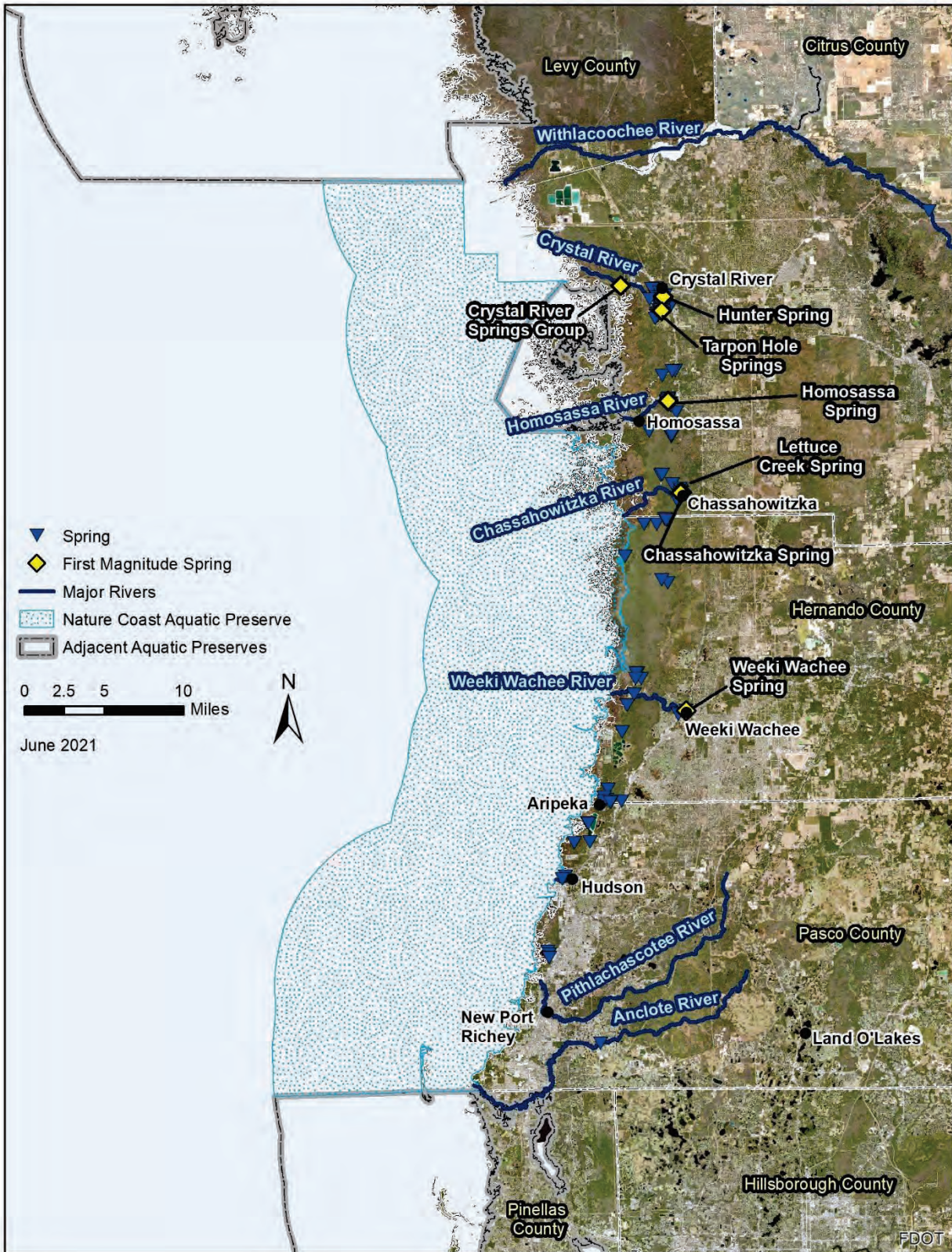
The Floridan Aquifer System is the principal aquifer system of the NCAP. The aquifer is further divided into the Upper Floridan Aquifer and Lower Floridan Aquifer. The Upper Floridan Aquifer contains potable water used for direct consumption as well as agriculture and industrial purposes. The thickness of the Upper Floridan Aquifer varies from 600 to 1,800 feet. Throughout much of the Springs Coast and Withlacoochee watersheds, the Upper Floridan Aquifer is present at or near the land surface (SWFWMD, 2001a; SWFWMD, 2001b). The Middle Confining Unit of west-central Florida is that of dolomite and dolomitic limestone in the Avon Park Formation. The unit has a low permeability that acts as a confining unit for the bottom of the Upper Floridan Aquifer (Miller, 1986). The Lower Floridan Aquifer lies below the Middle Confining Unit and extends down to Paleocene and Cretaceous formations, containing largely non potable water (Miller, 1986).

Groundwater recharge in Citrus, Hernando, and Pasco counties varies across geomorphic provinces. The Gulf Coastal Lowlands province and Coastal Swamps sub-province are categorized as none to moderate recharge (Stewart, 1980; Copeland, et al., 1991), with rates ranging from a net loss of nine inches per year to a gain of 12 inches per year. Recharge rates are generally higher in the Tsala Apopka Plain, which is classified as low to moderate (Copeland et al., 1991), with rates ranging from 10 to 25 inches per 21 year (SWFWMD, 2015). The Brooksville Ridge is classified as moderate to high, with annual recharge rates range from 14 to 22 inches per year. The high recharge rate of the province is tied to the combination of the province's abundant karst features, generally well drained surface, deep water table, and lack of permanent surface waters (streams, wetlands, creeks, etc.) (SWFWMD, 2000)

### **Freshwater Springs**

Four first magnitude springs can be found in the NCAP region, supplying more than 800 million gallons of freshwater a day. These spring groups are Crystal River/Kings Bay, Homosassa, Chassahowitzka, and Weeki Wachee. These spring systems are at risk of nitrogen enrichment, particularly from various non-point sources including agriculture, residential and urban landscapes, and septic systems. Increased nitrogen concentrations have been linked to ecological degradation such as the stimulation of algal growth in aquatic systems and estuaries (Yarbro & Carlson, 2018).





**Map 6.** Springs of the Nature Coast Aquatic Preserve.

### **Withlacoochee River Drainage Basin**

The Withlacoochee River is a coastal river that begins in the Green Swamp of northern Polk County, flowing northwest 157 miles to Withlacoochee Bay and the Gulf of Mexico. The river is one of only two that flows north in the state of Florida. The river's flow is derived from runoff, seepage, and springs discharge. The Withlacoochee Bay drainage area covers approximately 2,067 square miles and includes portions of Levy, Citrus, Sumter, Marion, Hernando, Pasco, Polk, and Lake counties. The major tributaries to the Withlacoochee River include Gator Creek, Little Withlacoochee River, Jumper Creek, Gum Creek, Pond Creek, Grass Creek, Mattress Drain, Cumbee Drain, Cross Creek, Devils Creek, Gum Slough, Rainbow River, Turner Creek, and Bell Branch. The river also receives flow from Lake Panasoffkee and the Tsala-Apopka Lake Complex. Little Jones Creek and Shady Brook discharge into Lake Panasoffkee and the outlet river on Lake Panasoffkee discharges into the South Withlacoochee.

The Withlacoochee River discharges at the mouth of the river in Yankeetown and the western portion of the Cross Florida Barge Canal, an important hydrologic alteration of the river that changed the pattern of outflow. Lake Rousseau, an impoundment 11 miles upstream formed in 1909 by the original Inglis Lock and Dam, provides flow to the Lower Withlacoochee River and Barge Canal which both discharge into the Gulf of Mexico. The current operating schedule allows flows around 1,400 cubic feet per second (cfs) to go through the bypass canal to the Lower Withlacoochee River. Outflows above 1,540 cfs are discharged through the Inglis Dam to the barge canal (Amy H Remley Foundation, 2010). . The Withlacoochee Bay is a large and shallow estuary at the mouth of the Withlacoochee River with an area of 81 square miles (DeHaven, 2004). It has an average depth of 7.35 feet, ranging from about 3 feet in the bay to approximately 20 feet within the barge canal. Outside of the canal, the bay itself reaches a max depth of about 10 feet. Tides are semidiurnal with two unequal high and low tides daily and an average tide height of 3.6 feet. The basin opens to the southwest and mixing occurs with tidal exchange and near shore currents resulting in exchange of more than 50% of the bay's volume twice daily. The average salinity of the bay is 19 parts per thousand (ppt) and the temperature averages 23°C (DEP, 2017).

### **Crystal River Drainage Basin**

The Crystal River Drainage Basin spans approximately 69 square miles, encompassing the Crystal River, Kings Bay, and the City of Crystal River. The eastern portion of the watershed is internally drained, limiting the surface water discharge into the Crystal River. Crystal River begins in Kings Bay and runs northwest through the town of Crystal River before terminating in Crystal Bay, spanning about seven miles in total length. Kings Bay includes a complex of 70 springs, which supply the river with fresh water from the Floridan Aquifer System. The surface area of the bay is approximately 600 acres with a combined spring discharge of about 450cfs, making the Crystal River Springs Group one of the largest springs systems in the state (SWFWMD, 2015). The most notable springs in the Crystal River/Kings Bay Springs Group include: Black Springs, Catfish Corner Spring, Hunters Spring, Idiot's Delight Spring, Jurassic Spring, Kings Bay Spring #1, King Spring, Little Hidden Spring, Little Spring, Millers Creek Spring, Manatee Sanctuary Spring Tarpon Hole Spring, and Three Sisters Springs among others (FGS, 2004).

In the Crystal River/Kings Bay area, onsite sewage treatment and disposal systems represent 42% of the estimated nitrogen loading to groundwater, agriculture (including farm fertilizer and livestock waste) 17%, and urban turfgrass fertilizer 15% of the total loading to groundwater based on DEP's analysis conducted using the Nitrogen Source Inventory Loading Tool. The total load reduction required to meet the Total Maximum Daily Loads (TMDLs) at the spring vents is 274,000 pounds of nitrogen per year (lb-N/yr). To measure progress towards achieving the necessary load reduction, DEP has established the following milestones: 1) initial reduction of 82,200 lb-N/yr (30%) within 5 years, 2) an additional 137,000 lb-N/yr (50%) within 10 years, 3) the remaining 54,800 lb-N/yr (20 %) within 15 years, and 4) a total of 274,000 lb-N/yr within 20 years (DEP, 2018b).



### **Homosassa River Drainage Basin**

The Homosassa River Drainage Basin spans approximately 56 square miles and encompasses the Homosassa River and the town of Homosassa Springs. The Homosassa River is headed by the Homosassa Springs Group and continues approximately six miles west before terminating in Homosassa Bay. The most notable springs in the Homosassa Springs Group include: Abdoney Springs, Alligator Spring, Banana Spring, Bear Spring, Belcher Spring, Bluebird Springs, Blue Hole Spring, Hidden River Springs, Homosassa Spring #1, Homosassa Spring #2, Homosassa Spring #3, Trotter Main Spring, and Trotter Spring #1 among others (FGS, 2004). The Halls River Springs also supply the Halls River, a tributary of the Homosassa River (FGS, 2004).

In the Homosassa/Chassahowitzka area, agricultural sources in the BMAP area (farm fertilizer and livestock waste) represent 39% of the nitrogen loading to groundwater, urban turfgrass fertilizer (UTF) represents 22%, and onsite sewage treatment and disposal systems account for 16% of the total loading to groundwater based on the DEP analysis conducted using the Nitrogen Source Inventory Loading Tool. The total load reduction required to meet the TMDLs at the spring vents is 272,833 pounds of nitrogen per year (lb-N/yr) – 157,132 lb-N/yr in Homosassa and 115,701 lb-N/yr in Chassahowitzka. To measure progress towards achieving the necessary load reduction, DEP has established the following milestones: 1) initial reduction of 81,850 lb-N/yr (30 %) within 5 years, 2) an additional 136,417 lb-N/yr (50 %) within 10 years, 3) the remaining 54,567 lb-N/yr (20%) within 15 years, and 4) for a total of 272,833 lb-N/yr within 20 years (DEP 2018c).

### **Chassahowitzka River Drainage Basin**

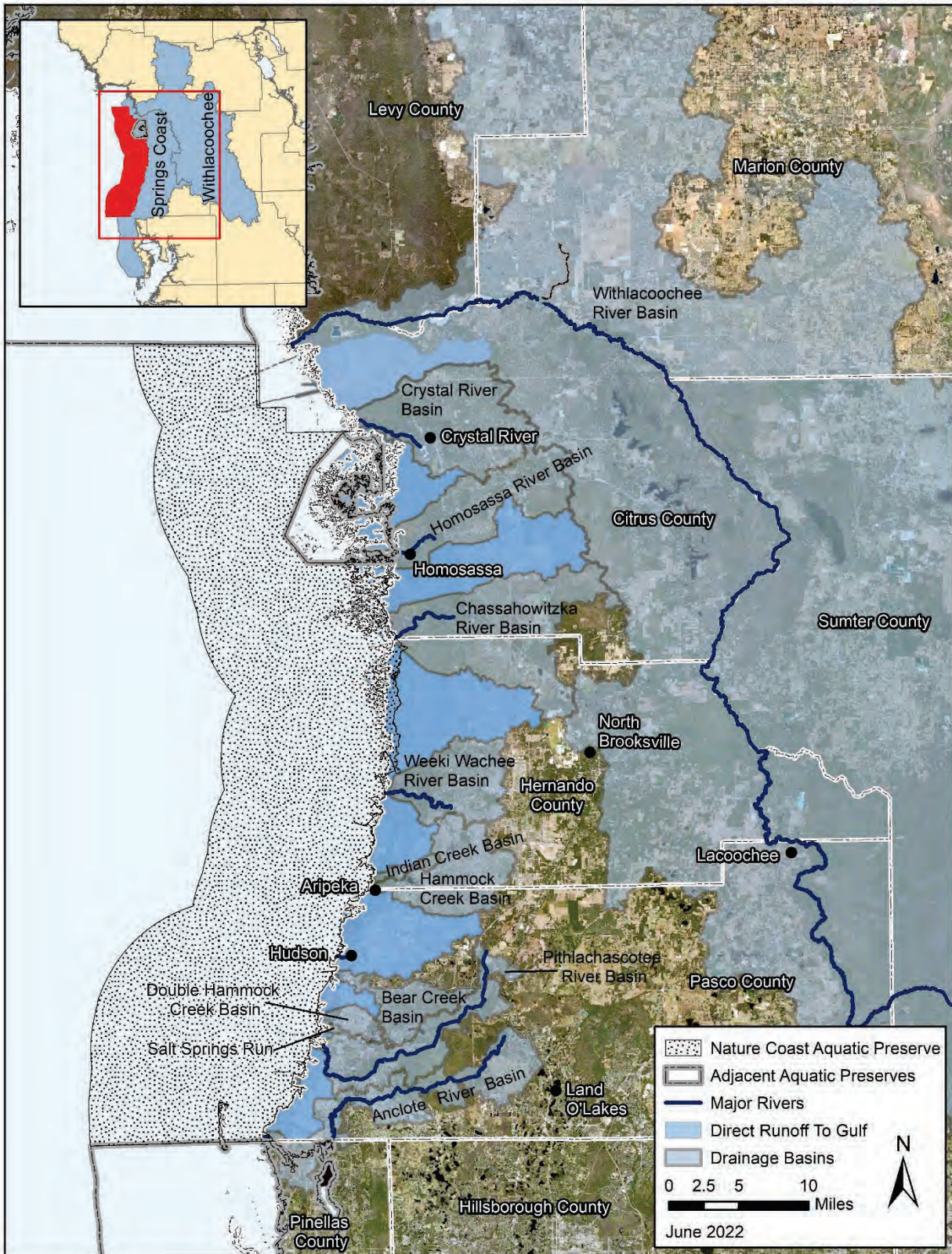
The Chassahowitzka springshed, which contributes groundwater to the Chassahowitzka Springs, is approximately 190 square miles of upland forests, urbanization, agricultural, and wetland forests. This springshed covers portions of Citrus and Hernando counties. Chassahowitzka Springs is made up of a dozen springs that form the headwaters for the Chassahowitzka River, which flows 5.6 miles from the headsprings to the Gulf of Mexico at Chassahowitzka Bay in Citrus and Hernando Counties of Florida. The Chassahowitzka River is a designated Outstanding Florida Water. The lower half of the river is part of the more than 31,000-acre Chassahowitzka National Wildlife Refuge. The Chassahowitzka River is considered one of the most ecologically healthy rivers in west-central Florida. Most of the river is dominated by submerged aquatic vegetation and is surrounded by undeveloped land. The tidal river is in good condition with a submerged aquatic vegetation community that can fluctuate in response to salinity changes, (SWFWMD, 2018b).

### **Weeki Wachee River Drainage Basin**

The Weeki Wachee springshed, which contributes groundwater to Weeki Wachee Springs, is approximately 260 square miles of urbanized areas, agricultural lands, and forested uplands. This springshed covers portions of Hernando and Pasco counties. Weeki Wachee Springs are the headwaters of the Weeki Wachee River, which flows 7.4 miles from the headspring to the Gulf of Mexico at Bayport in Hernando County, Florida. The lower section of the river has been dredged and channelized with canals for riverfront homes and businesses. The slightly brackish canals and lower portion of the river are tidally influenced by the Gulf of Mexico. Weeki Wachee Springs has an elaborate underwater cave system that reaches a depth of more than 400 feet (SWFWMD, 2018e).

In the Weeki Wachee region, onsite sewage treatment and disposal systems represent 30% of the nitrogen loading to groundwater, agriculture (including farm fertilizer and livestock waste) 27%, and urban turfgrass fertilizer 22 % of the total loading to groundwater based on the DEP analysis conducted using the Nitrogen Source Inventory Loading Tool (NSILT). The total load reduction required to meet the TMDLs at the vents is 195,200 pounds of nitrogen per year (lb-N/yr). To measure progress towards achieving the necessary load reduction, DEP has established the following milestones: 1) initial reduction of 58,560 lb-N/yr (30%) within 5 years, 2) an additional 97,600 lb-N/yr (50%) within 10 years, 3) the remaining 39,040 lb-N/yr (20 %) within 15 years, and 4) for a total of 195,200 lb-N/yr within 20 years (DEP, 2018e).





**Map 7.** Drainage basins of the Nature Coast Aquatic Preserve.



### **Double Hammock Creek Drainage Basin**

The Double Hammock watershed in western Pasco County is approximately 13 square miles in size. It is a relatively flat, highly urbanized area and features many closed-basin systems. The watershed is generally aligned from southeast to northwest and is bounded by US 19 to the west, Port Richey and Lower Coastal Watersheds to the south, and Bear Creek/Pithlachascotee River Watershed to the north and east. The central portion of the watershed is drained by a network of storm sewers and ditches, which convey water to a single large ditch which passes under U.S. Highway 19 immediately north of Regency Park Boulevard. The ditch continues west under Scenic Drive and empties into a large freshwater wetland system, which overflows to Double Hammock Creek. Double Hammock Creek is a tidal creek that discharges to the Gulf of Mexico approximately 1.5 miles north of the mouth of the Pithlachascotee River. A similar system discharges to Salt Springs Run, which is a tidal creek located south of Double Hammock Creek. Drainage from the northern and southern portions of the study area is through various storm sewers, roadside swales, and out fall ditches which convey stormwater runoff directly to the coastal wetlands (Pasco County, n.d. c).

### **Bear Creek/Pithlachascotee River Drainage Basin**

The Bear Creek portion of the watershed is in western Pasco County, north and west of the Pithlachascotee River. Except for the Beacon Woods Outfall Canal, the entire watershed lies east of US 19. This portion of the watershed has sub-basins. The first two basins are Bear Creek and Buckhorn Creek, which are considered Open Basins as they have an outfall via the Bear Creek and the Beacon Woods Outfall Canal to the Gulf of Mexico. The remaining basins are Frierson Lakes, Moon Lake, and Rocky Sink/Boggy Creek. These basins are considered Closed Basins as they have no outfall and depend on the water percolating into the soils or evaporation. The Pithlachascotee River portion of the watershed begins from its headwaters in northern Pasco and southern Hernando Counties to its point of discharge to the Gulf of Mexico. This portion of the watershed is divided into three parts, referred to as upper, middle, and lower basins. The upper basin extends downstream from the basin boundary to Crews Lake outlet; the middle part, or basin, extends downstream from Crews Lake outlet to Five Mile Creek; and the lower basin, from Five Mile Creek to the Gulf of Mexico (Pasco County, n.d. a).

### **Tampa Bay/Anclote River Drainage Basin**

The Anclote River Watershed encompasses over 120 square miles. The lower and westernmost portion of this watershed lies within Pinellas County. The Anclote River originates in south-central Pasco County, near US 41 and north of State Road 54. The river flows to the west where it traverses the Jay B. Starkey Wilderness Park before crossing under Starkey Boulevard and flowing through the residential areas of Seven Springs, Elfers, and Holiday in Pasco County. The river then enters Pinellas County just west of East Fern Lake Road where the main channel becomes tidally influenced. In Pinellas County, the river flows by Salt Lake, Tarpon, and Kreamer Bayous before discharging to the northernmost portion of Saint Joseph Sound (Atkins, 2017).

### **Climate**

The NCAP is in a sub-tropical area with high mean annual temperatures and precipitation. The three counties that make up the preserve show moderate variation in average temperature and rainfall.

In Citrus County, the average monthly temperature ranged from 56 to 80 degrees Fahrenheit in 2020. The maximum temperature was recorded in July at 90.6 degrees. The minimum temperature was recorded in January at 42.6 degrees. Average precipitation varied throughout the year. In 2020, monthly precipitation ranged from 2.69 inches in February to 8.69 inches in July. In Hernando County, average temperature ranged from 57.5 to 81.3 degrees. The maximum temperature for 2020 was recorded at 90.9 degrees in August, and the minimum was 44.3 degrees in January. Average monthly precipitation ranged from 2.18 inches in April to 9.41 inches in July. In Pasco County, the average monthly temperature ranged from 58.5 to 83.6 degrees Fahrenheit in 2020. The maximum temperature for 2020 was 92.3 degrees in August and the minimum was 52.3 degrees in January. Annual monthly



precipitation ranged from 1.76 inches in November to 9.93 inches in August (NOAA, 2021).

El Niño and La Niña are large scale climate interactions that are linked to periodic changes in sea surface temperatures and precipitation. El Niño leads to wetter and colder conditions along the Gulf, while La Niña results in the opposite effect in the Gulf. During the months of June through November, extreme weather events such as hurricanes and tropical storms can also have a pronounced effect on weather. Florida is a region that is highly prone to hurricane threats (DEP, 2017). The 2020 hurricane season was deemed the most active in history with a total of 29 tropical storms and hurricanes in the Atlantic Basin (Randall & Ballard, 2020).

### **Natural Communities**

The natural community classification system used in this plan was developed by the Florida Natural Areas Inventory (FNAI) and the Florida Department of Natural Resources, now the Florida Department of Environmental Protection (DEP) and updated in 2010. The community types are defined by a variety of factors, such as vegetation structure and composition, hydrology, fire regime, topography, and soil type. The community types are named for the most characteristic biological or physical feature (FNAI, 2010). FNAI also assigns Global (G) and State (S) ranks to each natural community and species that FNAI tracks. These ranks reflect the status of the natural community or species worldwide (G) and in Florida (S). Lower numbers reflect a higher degree of imperilment (e.g., G1 represents the most imperiled natural communities worldwide, S1 represents the most imperiled natural communities in Florida).

Natural communities present in NCAP are described below. A primary goal of the NCAP management plan is to assess the current condition of these natural communities and their associated resources, with particular focus on aquatic (submerged) resources. Their status will be updated in future management plans.

## Hydric Hammock

(Synonyms: wet hammock, Gulf hammock) Hydric hammock is an evergreen and/or palm closed-canopy forest where palms and ferns are commonly found in moist soils and occur in low, flat, wet sites. Limestone is often found near the surface of the soil. High soil moisture is maintained throughout the year due to rainfall accumulation and periodic flooding from rivers, springs, and seepage on poorly drained soils. The canopy generally consists of swamp laurel oak (*Quercus laurifolia*) and live oak (*Q. virginiana*). Cabbage palm (*Sabal palmetto*), American elm (*Ulmus americana*), sweetbay (*Magnolia virginiana*), red cedar (*Juniperus virginiana*), red maple (*Acer rubrum*), sugarberry (*Celtis laevigata*), sweetgum (*Liquidambar styraciflua*), and water oak (*Q. nigra*) are also commonly found. The open understory is composed of numerous small trees and shrubs, including American hornbeam (*Carpinus caroliniana*), swamp dogwood (*Cornus foemina*), small-leaf viburnum (*Viburnum obovatum*), common persimmon (*Diospyros virginiana*), swamp bay (*Persea palustris*), wax myrtle (*Myrica cerifera*), dwarf palmetto (*Sabal minor*), American beautyberry (*Callicarpa americana*), and needle palm (*Rhapidophyllum hystrix*). Vines are also typically found, with species such as eastern poison ivy (*Toxicodendron radicans*), peppervine (*Ampelopsis arborea*), rattan vine (*Berchemia scandens*), trumpet creeper (*Campsis radicans*), climbing hydrangea (*Decumaria barbara*), yellow jessamine (*Gelsemium sempervirens*), greenbriers (*Smilax spp.*), summer grape (*Vitis aestivalis*), and muscadine (*Vitis rotundifolia*). Graminoids and ferns are frequent and diverse; typical species are sedges (*Carex spp.*), woodoats (*Chasmanthium spp.*), smooth elephants foot (*Elephantopus nudatus*), Carolina scalystem (*Elytraria caroliniensis*), woodsgrass (*Oplismenus hirtellus*), maiden ferns (*Thelypteris spp.*), cinnamon fern (*Osmunda cinnamomea*), royal fern (*Osmunda regalis* var. *spectabilis*), toothed midsorus fern (*Blechnum serrulatum*), netted chain fern (*Woodwardia areolata*), and Virginia chain fern (*Woodwardia virginica*) (FNAI, 2010). Specific data on the location and abundance of hydric hammocks throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed. Though no acreage of hydric hammock occurs within the immediate boundaries of the aquatic preserve, this community is present on adjacent lands, thus is connected to the submerged resources.

### Variation: Coastal Hydric Hammock

Areas of hammock immediately bordering salt marsh or other coastal areas. Species composition is limited by salinity. Predominant species are cabbage palm, live oak, and red cedar. In the NCAP, coastal hydric hammocks, or maritime hammocks, cover just over 12 acres within Anclote Key Preserve State Park.

## Shell Mounds

(Synonyms: midden, Indian mound, tropical hammock, maritime hammock, coastal hammock.) Shell mounds are small hills elevated entirely by mollusk shells that were discarded by Native Americans several centuries ago. These mounds support a diverse hardwood, closed-canopy forest with the rich calcareous soil composed of shell fragments. If hammock vegetation is not available, a sparse shrubby community has been known to develop. Shell mounds tend to host tropical plant species, which are in constant flux. It is natural for species to be eliminated by freezes and re-colonized via bird dispersal. Typical plants include gumbo-limbo (*Bursera simaruba*), cabbage palm, false mastic (*Sideroxylon foetidissimum*), red cedar, snowberry (*Chiococca alba*), live oak, Florida swampprivet (*Forestiera segregata*), coral bean (*Erythrina herbacea*), marlberry (*Ardisia escallonioides*), saffron plum (*Sideroxylon celastrinum*), smallflower mock buckthorn (*Sageretia minutiflora*), and coontie (*Zamia pumila*), among others (FNAI, 2010). Specific data on the location and abundance of shell mounds throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.

## Salt Marsh

(Synonyms: salt marsh, brackish marsh, coastal wetlands, coastal marshes, tidal wetlands.) Salt marsh occurs in coastal zones that are greatly affected by tides and seawater. These herbaceous communities





are protected by large waves by the broad, gently sloping topography of the shore, by a barrier island, or by location along a bay or estuary. The width of the intertidal zone depends on the slope of the shore and the tidal range. It is not uncommon for salt marsh to have distinct zones of vegetation, with each zone dominated by a single plant species. Smooth cordgrass (*Spartina alterniflora*) dominates the areas that are most frequently flooded, the seaward edge and borders of tidal creeks. In recent years, there has been debate over the naming of the *Spartina* with some taxonomists renaming it with the genus *Sporobolus*. The iconic, conventional name *Spartina* will be used throughout this document (Bortolus et al., 2019). Black needle rush (*Juncus roemerianus*) dominates higher, less frequently flooded areas. Carolina sea lavender (*Limonium carolinianum*), perennial salt marsh aster (*Symphotrichum tenuifolium*), wand loosestrife (*Lythrum lineare*), marsh fimbry (*Fimbristylis spadicea*), and shoreline seapurslane (*Sesuvium portulacastrum*) can also be found in that zone.

The landward edge of the marsh is influenced by freshwater influx from the uplands and may be colonized by a mixture of high marsh and inland species, including black needle rush, sawgrass (*Cladium jamaicense*), saltmeadow cordgrass (*Spartina patens*), Gulf cordgrass (*Spartina spartinae*), and sand cordgrass, among others. A border of salt-tolerant shrubs, such as groundsel tree (*Baccharis halimifolia*), saltwater falsewillow (*B. angustifolia*), marshelder (*Iva frutescens*), and Christmas berry (*Lycium carolinianum*), often marks the transition to upland vegetation or low berms along the seaward marsh edge (FNAI, 2010). Over 9,607 acres of salt marsh can be found within the NCAP. Large stands of salt marsh can be found Werner-Boyce Salt Springs State Park, Anclote Key Preserve State Park, and just to the north and south of SMMAP. In the NCAP, salt marshes in some areas are being replaced by mangroves as temperature shifts allow mangroves to propagate coastal areas without the threat of die backs from annual freezes.

Salt marshes are one of the most biologically productive natural communities in the world due to the tidal fluctuations that cycle nutrients and allow marine and estuarine fauna to access the marsh. Salt marshes are also extremely important because of their storm buffering capacity and their pollutant



filtering actions. The dense roots and stems hold the destabilized soils together, reducing the impact of storm wave surge. The plants, animals, and soils filter, absorb, and neutralize many pollutants before they can reach adjacent marine and estuarine communities. These factors make salt marshes extremely valuable as a natural community (DEP, 2017).

#### **Variation: Salt Flat**

Salt flats are slightly elevated areas within the salt marsh. They flood only from storm tides or extreme high tides. Due to infrequent flushing from tidal events and isolation from freshwater, these communities experience high salt concentrations causing them to be dominated by species that can only tolerate increased salinities. This includes succulents such as saltwort (*Batis maritima*), perennial glasswort (*Sarcocornia ambigua*), southern glasswort (*Salicornia europaea*) annual glasswort (*Salicornia bigelovii*), and bushy seaside oxeye (*Borrchia frutescens*), or short grasses, such as saltgrass (*Distichlis spicata*), seashore paspalum (*Paspalum vaginatum*), and shoregrass (*Monanthochloe littoralis*). Some salt flats are too elevated and become too saline and are unable to sustain much plant life. Vegetation is limited to a very sparse and stunted cover of succulents and/or shoregrasses with much bare ground. Specific data on the location and abundance of salt flats throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.



#### **Mangrove Swamp**

(Synonyms: mangrove forest, mangrove swamp, and mangrove islands.) Mangrove swamp is a dense forest that can be found along flat marine and estuarine shorelines with low wave energy. These communities occur in flat coastal areas along saline or brackish portions of rivers, along the edges of low-energy estuaries, and along the seaward fringes of salt marshes and rockland hammocks. Soils are generally anaerobic and are often saturated with brackish water, becoming inundated during high tides. Mangrove swamps occur on a wide variety of soils, ranging from sands and mud to solid limestone rock.

Mangrove swamps predominately consist of red mangrove (*Rhizophora mangle*), black mangrove (*Avicennia germinans*), white mangrove (*Laguncularia racemosa*), and buttonwood (*Conocarpus erectus*). These species can be found together in mixed stands or separated in monospecific zones that reflect varying degrees of tidal influence, levels of salinity, and types of substrate. In the lowest, deep-water zone, red mangrove tends to dominate, black mangrove is most likely to be found in the intermediate zone, followed by white mangrove and buttonwood in the highest, least tidally influenced zone. Mangroves can range considerably within the mangrove swamp. Mangroves can typically be found in dense stands, but it is not uncommon to find them in sparse patches, especially in upper tidal zones where salt marsh species dominate. The range of the mangroves varies from 80-foot-tall trees to swamps often exist with no understory, although shrubs such as seaside oxeye and vines including gray nicker (*Caesalpinia bonduc*), coinvine (*Dalbergia ecastaphyllum*), and rubbervine (*Rhabdadenia biflora*), and herbaceous species such as saltwort, shoregrass, perennial glasswort, and giant leather fern (*Acrostichum danaeifolium*), where present, occur most commonly in openings and along swamp edges (FNAI, 2010). Mangrove swamp communities are important because they provide homes for Florida's commercially and recreationally significant fish and shellfish. These natural communities are also the breeding grounds for substantial populations of wading birds, shorebirds, and other animals. The continuous shedding of mangrove leaves and other plant components produce as much as 80% of the total organic material available in the aquatic food web. Additionally, mangrove swamps help protect other inland communities by absorbing the brunt of tropical storms and hurricanes (DEP, 2017). Over 121 acres of mangrove swamps can be found within the NCAP. Most mangroves are found in the southern portion of the preserve, in coastal areas of Pasco County. Mangrove acreage within the NCAP is likely to increase as updated habitat mapping is conducted and as community migration continues with changing climate trends. .

### **Consolidated Substrate**

(Synonyms: hard bottom, rock bottom, limerock bottom, coquina bottom, relic reef.) Marine and estuarine consolidated substrates are mineral based natural communities generally characterized as expansive, relatively open areas of subtidal, intertidal, and supratidal zones, which lack dense populations of sessile plant and animal species. Consolidated substrates are solidified rock or shell conglomerates and include coquina, limerock, or relic reef materials. These communities may be sparsely inhabited by sessile, planktonic, epifaunal, and pelagic plants and animals but house few organisms within the substrate (DEP, 2017). In the NCAP, over 30 acres of consolidated substrate are present near the western boundary of the preserve near Hernando County. Additional acreage is expected, but not currently identified. Once accurate mapping is completed, total acreage will be updated within the management plan or otherwise published.

The three kinds of consolidated substrate communities occurring in Florida are of limited distribution. Coquina, which is a limestone composed of broken shells, corals, and other organic debris, occurs primarily along the east coast, in marine areas in the vicinity of St. Johns and Flagler counties. Limerock substrates occur as outcrops of bedded sedimentary deposits consisting primarily of calcium carbonate. This consolidated substrate is more widespread than coquina substrate and can be found in a patchy distribution under both marine and estuarine conditions from north Florida to the lower-most keys in Monroe County, including in NCAP. Relic reefs, the skeletal remains of formerly living reefs, are more limited in distribution than limerock outcrops but more common than coquina substrate (FNAI, 2010).

Consolidated substrates are important in that they form the foundation for the development of other marine and estuarine natural communities when conditions become appropriate. Consolidated substrate communities are easily destroyed through siltation or placement of fill, and deliberate removal by actions such as blasting or non-deliberate destruction by forces such as vehicular traffic (DEP, 2017).

### **Unconsolidated Substrate**

(Synonyms: beach, shore, sand bottom, shell bottom, sand bar, mud flat, tidal flat, soft bottom, corallgal substrate, marl, gravel, pebble, calcareous clay.) Marine and estuarine unconsolidated substrates are mineral based natural communities generally characterized as expansive, relatively open areas of

subtidal, intertidal, and supratidal zones which lack dense populations of sessile plant and animal species. Unconsolidated substrates are unconsolidified material and include coralgall, marl, mud, mud/sand, sand, or shell. This community may support a large population of infaunal organisms as well as a variety of transient planktonic and pelagic organisms (e.g., tube worms, sand dollars, mollusks, isopods, amphipods, burrowing shrimp, and an assortment of crabs). Within the NCAP, over 10 acres of estuarine unconsolidated substrate can be found in Werner-Boyce Salt Springs State Park. Marine unconsolidated substrate takes up a much larger area, with over 2,896 acres found throughout the preserve. Most of this area is found within Anclote Key Preserve State Park.

In general, marine and estuarine unconsolidated substrate communities are the most widespread communities in the world. However, unconsolidated substrates vary greatly throughout Florida, based on surrounding parent material. Unconsolidated sediments can originate from organic sources, such as decaying plant tissues (e.g., detritus) or from calcium carbonate depositions of plants or animals (e.g., coralgall, marl, and shell substrates). Marl and coralgall substrates are primarily restricted to the southern portion of the state. The remaining four kinds of unconsolidated substrate (mud, mud/sand, sand, and shell) are found throughout the coastal areas of Florida. While these areas may seem relatively barren, the densities of infaunal organisms in subtidal zones can reach the tens of thousands per meter square, making these areas important feeding grounds for many bottom feeding fish, such as red drum or redfish (*Sciaenops ocellatus*), spot (*Leiostomus xanthurus*), and sheepshead (*Archosargus probatocephalus*). The intertidal and supratidal zones are extremely important feeding grounds for many shorebirds and invertebrates (FNAI, 2010).

Unconsolidated substrates are important in that they form the foundation for the development of other marine and estuarine natural communities when conditions become appropriate. Unconsolidated substrate communities are associated with and often grade into beach dunes, salt marshes, mangrove swamps, seagrass beds, coral reefs, mollusk reefs, worm reefs, octocoral beds, sponge beds, and algal beds (DEP, 2017).

### **Mollusk Reef**

(Synonyms: oyster bar, oyster reef, oyster bed, oyster rock, oyster grounds, mussel reef, worm shell reef, Vermetid reef.) Marine and estuarine mollusk reefs are faunal based natural communities typically characterized as expansive concentrations of sessile mollusks occurring in intertidal and subtidal zones to a depth of 40 feet. In Florida, the most developed mollusk reefs are generally restricted to estuarine areas and are dominated by the Eastern oyster (*Crassostrea virginica*). Less common are mollusk reefs dominated by mussels and others dominated by Vermetid worm shells. Numerous other sessile and benthic invertebrates live among, attached to, or within the collage of mollusk shells. Most common are burrowing sponge (*Hadromerida*), anemones, mussels, clams, oyster drill (*Urosalpinx spp.*), lightning whelk (*Busycon sinistrum*), polychaetes, oyster leech (*Stylochus spp.*), barnacles, blue crab (*Callinectes sapidus*), mud crab (*Xanthidae*), stone crab (*Menippe mercenaria*), pea crab (*Pinnotheridae*), amphipods, and starfish (*Asteroidea*). Several fish also frequently occur near or feed among mollusk reefs, including cownose ray (*Rhinoptera bonasus*), Gulf menhaden (*Brevoortia patronus*), gafftopsail catfish (*Bagre marinus*), pinfish (*Lagodon rhomboides*), spotted seatrout (*Cynoscion nebulosus*), spot, black drum (*Pogonias cromis*), and striped mullet (*Mugil cephalus*). Mollusk reefs that are exposed during low tides are frequented by a multitude of shorebirds, wading birds, raccoons, and other vertebrates. One of the United States' largest wintering populations of American oystercatchers (*Haematopus palliatus*) is situated in the heart of the Cedar Keys. The success of this rookery can be attributed to the oyster reefs





located here, which are an excellent and tremendously important food source (DEP, 2017). More than 127 acres of oyster reefs can be found within the NCAP boundaries.

Reef-building mollusks require a hard (consolidated) substrate on which the planktonic larvae (i.e., spat) settle and complete development. The spat dies if it settles on soft (unconsolidated) substrates, such as mud, sand, or grass. Hard substrates include rocks, limestone, wood, and other mollusk shells. Hard substrates are often limited in estuarine natural communities because of the large amounts of silt, sands and muds that are deposited around river mouths. Once established, however, mollusk reefs can generally persist and often expand by building upon themselves.

The most common kind of mollusk reef, oyster mollusk reefs, occur in water salinities from just above fresh water to just below full-strength sea water, but develop most frequently in estuarine water with salinities between 15 and 30 ppt. Their absence in marine water is largely attributed to the many predators, parasites, and diseases of oysters that occur in higher salinities. Prolonged exposure to low salinities (less than two ppt) is also known to be responsible for massive mortality of oyster reefs. Thus, significant increases or decreases in salinity levels through

natural or unnatural alterations of freshwater inflow can be detrimental to oyster mollusk reef communities. Mollusk reefs occupy a unique position among estuarine invertebrates and have been an important human food source since prehistoric times. They present a dynamic community of estuarine ecology, forming refugia, nursery grounds, and feeding areas for a myriad of other estuarine organisms (DEP, 2017).

The major threats to mollusk reefs continue to be pollution and substrate degradation due, in large part, to upland development. Mollusks are filter feeders, filtering up to 100 gallons of water a day. In addition to filtering food, they also filter and accumulate toxins from polluted waters. Sources of these pollutants can be from considerably distant areas but are often more damaging when nearby. Substrate degradation occurs when silts, sludge and dredge spoils cover and bury the mollusk reefs. Declining oyster and other mollusk reef populations can be expected in coastal waters that are being dredged or are receiving chemicals mixed with rainwater flowing off the land, or from drainage of untreated residential or industrial sewage systems (DEP, 2017).



Reported declines in oyster bars are likely due to a departure from historical norms and stem from multiple factors. Extended periods of high salinity are likely stressors of oyster populations, particularly on offshore bars, to the extent that the physical structure of bars is affected by both mortality of older oysters, and the loss of significant recruitment. Once the structure of bars is weakened, bars become less resilient to wave action, particularly during storm events. Evidence suggests that the primary mechanism is reduced survival and recruitment because of decreased freshwater inputs, causing existing bars to be vulnerable to wave action and sea level rise; once bar substrate becomes unconsolidated, the breakdown of the bar may not be reversible. Emerging threats such as sea level rise, increasing storm intensity, and changes to ocean chemistry are much less understood partly because these threats occur at very broad spatial scales and partly because oyster community response to these stressors may be locally confounded with other stressors such as dredging or overharvest. Evidence suggests that increasing human uses of freshwater inland may be an important factor resulting in habitat loss (FNAI, 2010).

Understanding the resilience of oyster reef communities in the Gulf to these and other threats is important for developing effective conservation, management, and restoration plans for this species and this globally significant habitat. Planning for the conservation of oyster habitat in the Gulf should include scenarios that encompass the interaction of global change and local anthropogenic stressors (DEP, 2017).



### **Sponge Bed**

(Synonyms: branching candle sponge, Florida loggerhead sponge, sheepswool sponge.) Marine and estuarine sponge beds are soft faunal based natural communities characterized as dense populations of

sessile invertebrates of the phylum Porifera, Class Demospongiae. The dominant animal species are sponges, such as branching candle sponge (*Verongia longissima*), Florida loggerhead sponge (*Spheciospongia vesparium*), and sheepswool sponge (*Hippiospongia lachne*). Although concentrations of living sponges can occur in marine and estuarine intertidal zones, sponge beds are confined primarily to subtidal zones. Other sessile animals typically occurring in association with these sponges are stony corals (*Scleractinia*), sea anemones (*Actiniaria*), mollusks, tube worms, isopods, amphipods, burrowing shrimp (*Thalassinidea*), crabs, sand dollars (*Clypeasteroidea*), and fishes. Sessile and drift algae can also be found scattered throughout sponge beds. Specific data on the location and abundance of sponge beds throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.

Sponge beds require hard bottom (consolidated) substrate (i.e., coquina, limerock, relic reefs) on which to anchor. Hard bottom substrate occurs sparsely throughout Florida in marine and estuarine areas; however, sponges prefer the warmer waters of the southern portion of the state, limiting the distribution. While sponge beds geographically reside in warmer waters, they are still susceptible to warming Gulf temperatures. Stress on sponges due to thermal changes may reduce the sponge's defenses against disease and can alter the rate at which sponges feed by filtration. (Carbello & Bell, 2017).

Sponge beds may grade into other marine and estuarine hard bottom subtidal, intertidal and supratidal communities (i.e., consolidated substrate, sponge bed, coral reef, mollusk reef, worm reef, and lithophytic algal bed) as well as soft bottom communities (i.e., unconsolidated substrate, ammophytic algal bed, seagrass bed, salt marsh, mangrove swamp) (FNAI, 2010).

### **Octocoral Bed**

(Synonyms: gorgonians, sea fans, sea feathers, sea fingers, sea pansies, sea plumes, sea rods, sea whips, soft corals.) Marine and estuarial octocoral beds are characterized by their large populations of sessile invertebrates including Class Anthozoa, Subclass Octocorallia, Orders Gorgonacea, and Pennatulacea. The dominant animal species are soft corals such as gorgonians, sea fans (*Gorgonacea*), sea feathers and sea plumes (*Pseudopterogorgia spp.*), sea fingers (*Briareum asbetinum*), sea pansies (*Renilla spp.*), sea rods (*Plexaura spp.*), and sea whips (*Leptogorgia spp.*). This community is confined to the subtidal zone and organisms are likely to dry out if not completely saturated. Sea anemones (*Actiniaria*) are also typically occurring in these communities. Specific data on the location and abundance of octocoral beds throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.

An assortment of non-sessile benthic and pelagic invertebrates and vertebrates [e.g., sponges, mollusks, tube worms, burrowing shrimp (*Thalassinidea*), crabs, isopods, amphipods, sand dollars, and fishes] are associated with octocoral beds. Species include flamingo tongue snail (*Cyphoma gibbosa*) and the giant basket starfish (*Astrophyton muricatum*). Sessile and drift algae can also be found scattered throughout octocoral beds.

Octocoral beds require hard bottom (consolidated) substrate (i.e., coquina, limerock, relic reefs) on which to anchor. Hard bottom substrate occurs sparsely throughout Florida in marine and estuarine areas; however, soft corals prefer the warmer waters of the southern portion of the state, severely limiting the distribution. Octocoral beds may grade into other marine and estuarine hard bottom subtidal, intertidal, and supratidal communities (i.e., consolidated substrate, sponge bed, coral reef, mollusk reef, worm reef, lithophytic algal bed) as well as soft bottom communities (i.e., unconsolidated substrate, psammophytic algal bed, seagrass bed, salt marsh, mangrove swamp) (FNAI, 2010).

### **Algal Bed**

(Synonyms: algal mats, periphyton mats.) Marine and estuarine algal beds are floral based natural communities characterized as large populations of nondrift macro or micro algae. The dominant vegetative species include the following genera: Anadyomene, Argardhiella, Avrainvella, Batophora, Bryopsis, Calothrix, Caulerpa, Chondria, Cladophora, Dictyota, Digenia, Gracilaria, Halimeda, Laurencia, Oscillatoria, Penicillus, Rhipoccephalus, and Sargassum. This community may occur in subtidal, intertidal,

and supratidal zones on soft and hard bottom substrates. Vascular plants (e.g., seagrasses) may occur in algal beds associated with soft bottoms. Sessile animals associated with algal beds will vary based on bottom type. For algal beds associated with hard bottom substrate (lithophytic), faunal populations will be similar to populations associated with octocoral beds and sponge beds. Those associated with soft bottom substrate (psammophytic) may have similar benthic and pelagic species in addition to infauna species. Recent research has shown that algal beds provide critical habitat for juvenile spiny lobsters (*Panulirus argus*), a species of great commercial importance (FNAI, 2010). Specific data on the location and abundance of algal beds throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.

Lithophytic algal beds are thought to be less widespread within Florida than psammophytic algal beds. The precise distribution of both kinds is not known; however, the distribution is thought to be less than for marine and estuarine seagrass beds. Marine and estuarine algal beds may grade into seagrass beds, salt marsh, mangrove swamp, or many of the other marine or estuarine natural communities. Supratidal algal beds such as periphyton beds (e.g., blue-green algal mats) may grade into various coastal palustrine and terrestrial natural communities.

Distribution information for algal beds is lacking. The location of major beds must be determined before this natural community can be managed adequately. Existing state dredge and fill laws provide specific protection for marine and estuarine seagrass beds but not for algal beds. The correction of this deficiency could prove to be the most effective management tool available. The primary threat to marine and estuarine algal beds are dredging and filling activities which physically remove or bury the beds. Other damage occurs from increased turbidity in the water column which reduces available light; pollution, particularly from oil spills; and damage from boats (FNAI, 2010).

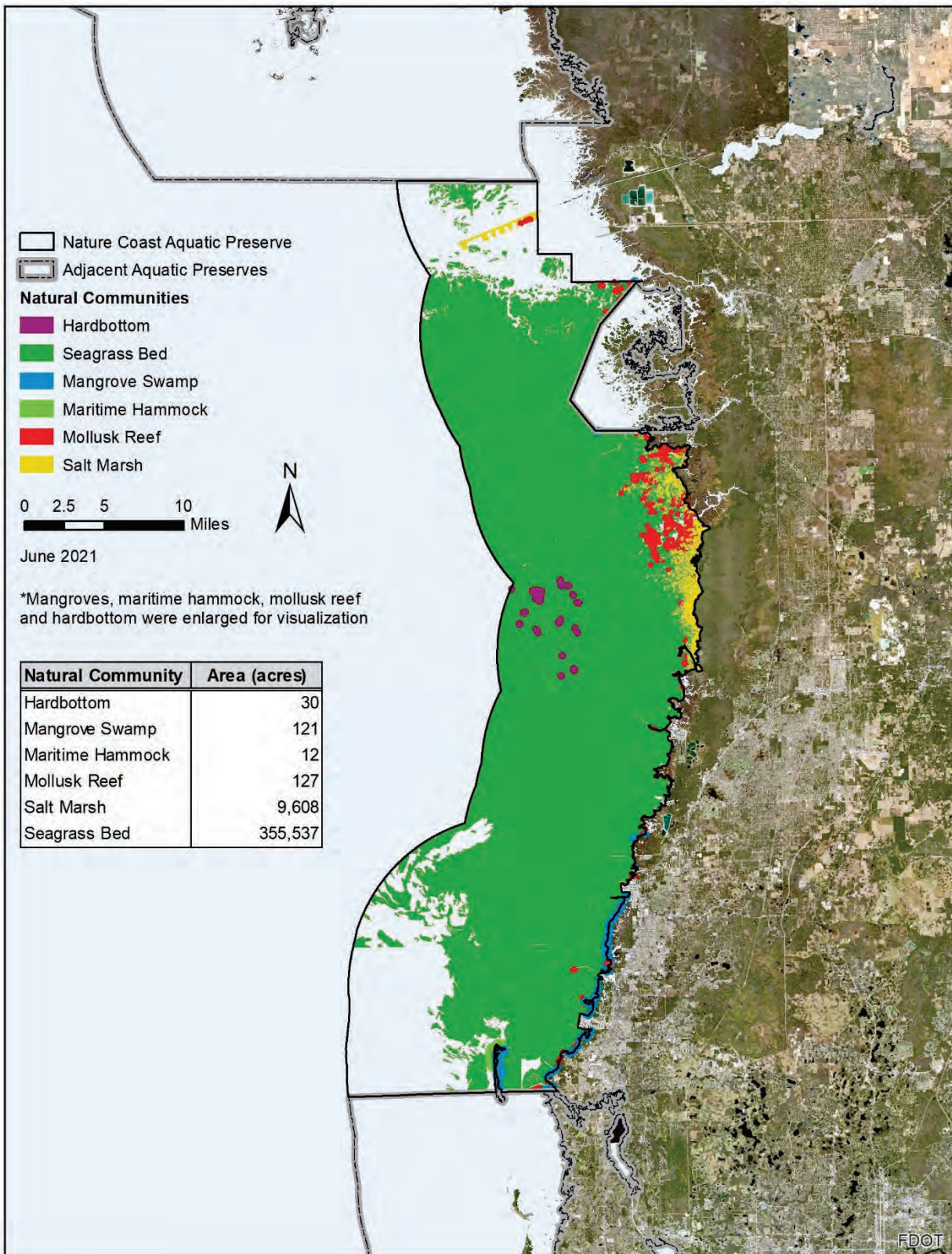
### Seagrass Bed

(Synonyms: seagrass meadows, grass beds, grass flats.) Marine and estuarine seagrass beds are floral based natural communities typically characterized as expansive stands of vascular plants. This community occurs in subtidal (rarely intertidal) zones, in clear, coastal waters where wave energy is moderate. Seagrasses are not true grasses (*Poaceae*). The three most common species of seagrasses in Florida are turtle grass (*Thalassia testudinum*), manatee grass (*Syringodium filiforme*), and shoal grass (*Halodule wrightii*). Nearly pure stands of any one of these species can occur, but mixed stands are also common. Species of *Halophila* may be intermingled with the other seagrasses, but species of this genus are considerably less common than turtle grass, manatee grass and shoal grass. Widgeon grass (*Ruppia maritima*) can also be found occurring with the previously listed seagrasses although they occur primarily under high salinities while widgeon grass occurs in areas of lower salinity. Within the NCAP, seagrass meadows are more prevalent than any other natural community listed here. More than 355,537 acres of seagrasses can be found throughout the preserve.

Attached to the seagrass leaf blades are numerous species of epiphytic algae and invertebrates. Together, seagrasses and their epiphytes serve as important food sources for manatees, marine turtles, and many fish, including spotted sea trout, spot, sheepshead and red drum. The dense seagrasses also serve as shelter or nursery grounds for many invertebrates and fish, including marine snails, clams, bay scallops (*Argopecten irradians*), polychaete worms, pink shrimp (*Farfantepenaeus duorarum*), blue crab, starfish (*Astroidea*), sea urchins (*Echinoidea*), tarpon (*Megalops atlanticus*), seahorses (*Hippocampus* spp.), Florida pompano (*Trachinotus carolinus*), permit (*T. falcatus*), striped mullet, great barracuda (*Sphyraena barracuda*), and long-horned cowfish (*Lactoria cornuta*).

Marine and estuarine seagrass beds occur most frequently on unconsolidated substrates of marl, muck, or sand, although they may also occur on other unconsolidated substrates. The dense blanket of leaf blades reduces the wave-energy on the bottom and promotes settling of suspended particulates. The settled particles become stabilized by the dense roots and rhizomes of the seagrasses. Thus, marine and estuarine seagrass beds are generally areas of soil accumulation. Other factors affecting the establishment and growth of seagrass beds include water temperature, salinity, wave-energy, tidal activity, and available light. Generally, seagrasses are found in waters with temperatures ranging from





**Map 8.** Florida Natural Areas Inventory natural communities of the Nature Coast Aquatic Preserve.



between 68°- 86 °F (20° and 30 °C). Seagrasses occur most frequently in areas with moderate current velocities, as opposed to either low or high velocities. Although marine and estuarine seagrass beds are most commonly submerged in shallow subtidal zones, they may be exposed for brief periods of time during extreme low tides.

One of the more important factors influencing seagrass communities is the amount of solar radiation reaching the leaf blades. In general, the water must be fairly clear because turbidity blocks essential light necessary for photosynthesis. The rapid growth rate of seagrass under optimum conditions rivals that of most intensive agricultural practices, without energy input from man. Seagrass beds are often associated with and grade into unconsolidated substrate, coral reefs, mangrove swamps, and salt marshes, but may also be associated with any other marine and estuarine natural community (DEP, 2017).

Seagrass beds are extremely vulnerable to human impacts. Many have been destroyed through dredging and filling activities or have been damaged by sewage outfalls and industrial wastes. In these instances, the seagrasses are either physically destroyed or succumb because of decreased solar radiation resulting from increased water turbidity. Seagrass beds are also highly vulnerable to oil spills. Low concentrations of oil are known to greatly reduce the ability of seagrasses to photosynthesize. Extreme high temperatures also have adverse impacts on seagrass beds. The area surrounding power plant outfalls, where water temperatures may exceed 95 °F (35 °C), has been found to be lethal to seagrasses. Seagrass beds are susceptible to long-term scarring cuts from boat propellers, anchors, and trawls. Such gouges may require many years to become revegetated. When protected from disturbances, seagrasses can regenerate and recolonize areas. Additionally, some successful replantings of seagrass beds have been conducted. However, the best management is to preserve and protect seagrass beds in their natural state (FNAI, 2010).

### **Aquatic Caves**

(Synonyms: cave, cavern grotto, chamber, chimney, sink, swallow hole, spring rise.) A cave system is classified as cavities below the surface of the ground in karst areas. All caves develop under aquatic conditions, therefore terrestrial caves can be considered dry aquatic caves. Aquatic caves vary from shallow pools that are highly susceptible to disturbance, to more stable systems that are completely submerged. At cave entrances, dense vegetation from the surrounding natural community may be present. Within the cave, vegetation densities drop rapidly due to the decreased illumination levels. Within the limits of light penetration, species of algae, moss, liverworts, and ferns may grow. Beyond light penetration, plant species are generally absent besides the occasional fungi that grow on guano or other organic debris. Troglobites are organisms that are specially evolved to survive in complete darkness in deep cave habitats. Blind cave crayfish, blind cave salamander, cave amphipods, cave shrimp, cave snail, and cave isopods are typical troglobites in aquatic caves. The dependence of troglobites on detrital inputs and other nutrients imported from the surface generally limits the distribution of well-developed aquatic cave communities to karst areas with surface connections. Specific data on the location and abundance of aquatic caves throughout the preserve is not currently available, but acreage and location information will be added to the management plan as data is collected and analyzed.

The dissolution and corrosion of limestone play active roles in enlarging cave passageways. These forces differ primarily in the slopes of the passageways which result. Since limestone caves initially develop in the aquifer, they are frequently associated with aquifer-related surface features. Thus, a spring run stream issues from an aquatic cave, while sinkhole lakes and occasionally blackwater streams lead into aquatic caves.

Generally, cave waters are clear and deep water appears bluish. Water can become stained brown from tannins leached from decaying matter nearby and transported in via rainwater. The water may also become milky white if fine limestone mud on the bottom of the cave is disturbed and becomes suspended. Waters are generally circumneutral to alkaline with a high mineral content (particularly calcium bicarbonate and magnesium) and with constant temperature. Flowing waters within a cave generally have a lower pH, is often unsaturated due to carbonates, and is relatively richer in fauna. Pools

that are fed by seepage or dripping water have a relatively high pH, high concentration of dissolved carbonates, low amounts of organic matter suitable for food, and little to no fauna. Cave water characteristics may also vary seasonally because of fluvial inputs from interconnected surface streams, or because of detrital pulses and other surface inputs during periods of substantial aquifer recharge. In general, however, aquatic caves are very stable environments with relatively constant physical and chemical characteristics (FNAI, 2010).

**Table 1.** Summary of Florida Natural Areas Inventory communities in the Nature Coast Aquatic Preserve.

| <b>FNAI Natural Community Type</b> | <b># Acres</b> | <b>% of Area</b> | <b>Federal Rank</b> | <b>State Rank</b> | <b>Comments</b> |
|------------------------------------|----------------|------------------|---------------------|-------------------|-----------------|
| Hydric Hammock                     | N/A            | N/A              | G4                  | S4                |                 |
| Coastal Hydric Hammock             | 12             | 0.003%           |                     |                   |                 |
| Shell Mounds                       | N/A            | N/A              | G2                  | S2                |                 |
| Salt Marsh                         | 9,608          | 2.14%            | G4                  | S4                |                 |
| Salt Flat                          | N/A            | N/A              |                     |                   |                 |
| Mangrove Swamp                     | 121            | 0.027%           | G3                  | S3                |                 |
| Consolidated Substrate             | 30             | 0.007%           | G3                  | S3                |                 |
| Unconsolidated Substrate           | 2,906          | 0.65%            | G5                  | S5                |                 |
| Mollusk Reef                       | 127            | 0.03%            | G3                  | S3                |                 |
| Ocotocoral Bed                     | N/A            | N/A              | G2                  | S1                |                 |
| Sponge Bed                         | N/A            | N/A              | G2                  | S2                |                 |
| Algal Bed                          | N/A            | N/A              | G3                  | S2                |                 |
| Seagrass Bed                       | 355,537        | 79%              | G2                  | S2                |                 |
| Aquatic Caves                      | N/A            | N/A              | G3                  | S2                |                 |

### **Native Species**

Native species that hold ecological, economic, and cultural significance within and around the NCAP are listed below. Marine fish and crustaceans make up the bulk of this list because of the importance of recreational and commercial fishing in the region. Native species targeted for commercial fishing include blue crabs and stone crabs. Recreationally sought-after fish species include red drum, spotted seatrout, and tarpon.

#### **American White Pelican (*Pelecanus erythrorhynchos*)**

One of the largest birds in the U.S, the American white pelican has a wingspan that can reach nine and a half feet. Adults are white with black tips on their wings. Their legs and bill are pink or reddish orange. White pelicans are found in Florida, as well as southern Mexico, southern California, and the Gulf Coast states, in the winter months and journey to western Canada and the northwest U.S. in the summer. White pelicans fish as a collaborative unit, herding fish as they float on the water's surface and then scooping fish up as they plunge their heads underwater. They nest on bare ground, building a rim around their

nests with sticks and other debris. White pelican populations have suffered historically because of hunting for their white plumage and eggshell thinning due to exposure to pesticides. Though populations have recovered, the species still experiences threats from marine debris FWC, n.d. u).

### **Blue Crab (*Callinectes sapidus*)**

Blue crabs are highly sought-after shellfish by both commercial and recreational fishermen. They can be found on the Atlantic Coast of the U.S. and in the Gulf of Mexico. Their bodies range from blue to olive green in color. They have bright blue claws, and female claws are accented with red tips. Blue crab fisheries are highly variable from year to year. In the Gulf, blue crabs reach maturity within a year — about six months faster than crabs in Chesapeake Bay. During summer months, crabs can be found in estuaries and shallow areas. In the winter, they burrow into sediment in deeper areas (NOAA, n.d. a).

### **Brown Pelican (*Pelecanus occidentalis*)**

The brown pelican is a large grayish-brown bird with a yellow head, white neck, and large pouched bill. This species spends most of its life on or near the ocean. In Florida, brown pelicans nest primarily in mangroves, but can inhabit beaches, sandbars, docks, islands, and sand spits. Their range extends along both east and west coasts of Florida, and they can be found in both North and South America. They are sometimes seen in inland areas of Florida during non-breeding season. Brown pelican populations experienced a major decline in the 1960s and 1970s because of DDT exposure. The population has recovered since DDT was banned. The main threats impacting this species today are habitat degradation, sea level rise, pollution, and increased coastal development (FWC, n.d. b). There is currently a lack of data on populations of this species in the NCAP (personal communication, Tyson Dallas, July 28, 2021).



### **Cobia (*Rachycentron canadum*)**

Cobia are dark brown fish with a single dorsal fin and alternating black and white stripes along their sides. These fish can grow up to six feet long, reaching 100 pounds. They rely on coastal bays and estuaries during their spawning season. Adults are strong, aggressive predators and have been known to feed on juveniles of the same species. Cobia, both in the Atlantic and the Gulf of Mexico, migrate seasonally. In the Gulf, cobia spend the summer in the northern Gulf and the winter in South Florida (NOAA, n.d. b). The Gulf of Mexico fishery is subject to overfishing, though not currently overfished (NOAA, 2020).

### **Common Snook (*Centropomus undecimalis*)**

Common snook are large fish that grow up to 50 pounds. They are recognizable by the black line that extends along their sides and their protruding lower jaw. They can be found inshore in coastal waters, near mangroves, seagrass beds, beaches, and manmade structures. Common snook are born males, but some individuals become females when they reach 18-22 inches long. They cannot tolerate water temperatures below 60°F and were historically limited to South Florida (FWC, n.d. n). In recent years, they have expanded north of their historical range due to rising temperatures, and there are now established populations in the NCAP region (Purtlebaugh et al. 2020). Established populations are using the first magnitude spring groups in the NCAP region as warm water refuge during the winter months, similar to the Florida manatee (Holzwart et al. 2022). No commercial harvest or sale of common snook is permitted — these fish are only allowed to be recreationally fished (FWC, n.d. n).

### **Eastern Oyster (*Crassostrea virginica*)**

Eastern oysters are bivalve mollusks with a hinged shell that form reefs in intertidal and subtidal areas in the Atlantic and Gulf of Mexico. Oysters first mature into males and then develop into females later in life. One female can produce over 100 million eggs in a single spawning event. Oysters provide a range of ecosystem services, such as removing excess nutrients and improving water quality. They are wild harvested in some areas of the Gulf Coast, and they are farmed in tidal areas (NOAA, n.d. c).

### **Gag Grouper (*Mycteroperca microlepis*)**

Gag grouper are a slow-growing fish that live up to 30 years. They have a long, dark brown body with darker markings along the sides. They begin their lives as females and change to males when they reach 8 years old. They can be found in the western Atlantic and Gulf of Mexico. In the Gulf, they spawn in large groups from January to mid-April. A 2016 stock assessment determined that the Gulf of Mexico stock is not overfished, though it was previously considered overfished before 2014 (NOAA, n.d. e).

### **Double-Crested Cormorant (*Phalacrocorax auritus*)**

Double-crested cormorants are an abundant bird species in coastal areas of Florida, though less commonly seen in north Florida and the panhandle. Double-crested cormorant populations typically increase in winter months as birds migrate south to breed. Cormorants that breed in Florida tend to be smaller than those that breed in other areas. This species is also found in southwestern Alaska, southern Canada, California, southeast Texas, the Bahamas, Cuba, and across the Gulf Coast (FWC, 2003a). There is currently a lack of data on populations of this species in the NCAP (personal communication, Tyson Dallas, July 28, 2021).

### **Hog Snapper (*Lachnolaimus maximus*)**

The hog snapper, or hogfish, is an orange-colored wrasse that is flat and oval-shaped. They are called hogfish because of their rooting behavior. These fish live in small groups with one male and several females. Females change to males after they reach a certain age and size. They are highly valued as a food fish, and fishing pressure has reduced populations in some regions. There has not yet been a formal stock assessment in the Gulf (Bester, 2021). They can be found in Atlantic and Gulf waters. In the Gulf, the fishery is open year-round, and in the Atlantic it is open from May 1 to October 31 (FWC, n.d. i).

### **Striped Mullet (*Mugil cephalus*)**



Mullet grow up to three pounds. They are a bluish gray or green with a white belly and faint black stripes along their sides. They have a short nose and small mouth. These fish can be found in coastal waters around the state. Adults migrate offshore to spawn in large schools. When juveniles reach 1 inch in size, they move inshore and can be found far inland, up tidal creeks. They feed on algae, detritus, and small marine life. They are recognizable from their frequent leaps into the air (FWC, n.d. q).

#### **Pinfish (*Lagodon rhomboides*)**

The pinfish has a silver body with blue and yellow stripes, yellow fins, and a dark spot behind the gill cover. They can be found in coastal waters, especially near structures, and have been known to inhabit freshwater areas as well. Pinfish are commonly used as live bait by fishermen. They are infamous bait stealers; their diet relies on small fish and invertebrates (FWC, n.d. l).

#### **Red Drum (*Sciaenops ocellatus*)**

Red drum, or redfish, are a copper-bronze color that fades to white on their bellies. They typically have one or more dark spots at the base of their tails. This species feeds on fish and invertebrates and have powerful teeth used to crush shellfish. They can be found in coastal waters. In winter months, they inhabit coastal seagrass meadows, muddy and sandy areas, as well as oyster bars and spring-fed creeks. Juveniles spend their time inshore until about 4 years old and then move to nearshore areas. Spawning redfish create a drumming sound by rubbing muscles against their air bladder; spawning occurs from August through December. Red drum are one of the most popular sport fish in Florida, and they are very widespread in estuarine areas (FWC, n.d. m).

#### **Spotted Seatrout (*Cynoscion nebulosus*)**

Spotted seatrout, or speckled trout, grow up to 17 pounds and commonly reach 14 inches long. They have dark gray or green backs and a silvery white belly. Black spots dot the sides of their bodies. These fish can be found in coastal waters near sandy bottoms or seagrass beds. Their diet includes baitfish, mullet, shrimp, and crabs. They spawn closer to shore between March and November. In the winter, they move into deeper waters. Spotted seatrout are a tasty eating fish but are a fragile species; undersized fish must be returned to the water immediately to ensure survival (FWC, n.d. p).

#### **Stone Crab (*Menippe mercenaria*)**

Stone crabs are estimated to live 7-8 years for males and 8-9 years for females. Females mate immediately after they shed their exoskeletons, also called molting. Molting and mating happens from September to November. Females hold onto sperm for up to a year, fertilizing eggs during the spring and summer spawning season (FWC, n.d. r). Open harvest for stone crabs occurs in Florida between Oct 15 and May 1. Traps are used to catch stone crabs, and then both claws can be removed before crabs are returned to the water. It is illegal to harvest claws from egg-bearing crabs (FWC, n.d. s).

#### **Tarpon (*Megalops atlanticus*)**

Tarpon are very large fish that can reach up to 300 pounds and grow up to eight feet long. They are a silver fish with a darker greenish, blue color on their backs. They have very large scales and a large mouth that points upward. During the summer, tarpon can be found in the northern areas of the Gulf and Atlantic coasts. In the winter, tarpon migrate to South Florida. They typically inhabit inshore areas but travel offshore to spawn. They can tolerate a range of salinities; juvenile fish have been found in fresh water. This species is unique in that it gulps air at the water's surface. These fish are one of the most challenging nearshore sportfish in Florida. They are sought after for their fighting ability but are not valued as a food fish (FWC, n.d. t).

#### **Willet (*Catoptrophorus semipalmatus*)**

The willet is a small shorebird that winters in Florida. The eastern willet, one of two subspecies that winter in Florida, also breeds in the state. Willets live in salt marshes and beaches, hiding their nests in marsh grasses. They can be found along the entire Florida coastline and probably breed everywhere they are

found (FWC, 2003a). There is currently a lack of data on populations of this species in the NCAP (personal communication, Tyson Dallas, July 28, 2021).

#### **Wilson's plover (*Charadrius wilsonia*)**

The Wilson's plover, also called the thick-billed plover, lives in coastal regions of Florida. Its range also includes central Baja, northern Sonora, New Jersey, middle America, the West Indies, Panama, and Brazil. This species can be found on beaches, sand flats, and spoil islands. They typically build nests in dunes or near cover such as rocks, a grass clump, or piece of driftwood. The population of Wilson's plovers in Brevard County decreased after increased development in the 1960s, suggesting that coastal development may be a threat to this species (FWC 2003b). There is currently a lack of data on populations of this species in the NCAP (personal communication, Tyson Dallas, July 28, 2021).

#### **Listed Species**

Within the NCAP area, more than 15 native species are listed as endangered, threatened, or a species of concern by state or federal designations. A wide variety of animal species and some plants are included in this list, including birds, reptiles, fish, as well as marine mammals. Many of these species exhibit unique and exceptional characteristics. The Gulf sturgeon, for example, is a prehistoric, anadromous fish that lives in the marine waters of the preserve and swims up the area's freshwater rivers to spawn. The preserve also supports the Kemp's ridley sea turtle — considered the rarest sea turtle in the world. These species are of special concern to the managers of the NCAP. NCAP management activities will work to reduce impacts to these species at every possible opportunity.

#### **American Oystercatcher (*Haematopus palliatus*)**

State-Designated Threatened

The American oystercatcher inhabits beaches, sandbars, spoil islands, shell rakes, salt marsh, and oyster reefs. Oystercatchers can be found from the coasts of the northeastern U.S. down to Florida's



Gulf Coast (Nol & Humphrey, 1994). Florida is home to both a resident breeding population and a large wintering population of American oystercatchers. Oystercatchers can also be found on the Caribbean coast of Central America (Nol & Humphrey, 1994). Coastal development and shoreline armoring have resulted in widespread habitat loss, leaving few suitable breeding sites. Where breeding occurs, nests are vulnerable to disturbance by beachgoers, boaters, pets, predators, and severe weather events. When breeding adults are disturbed, they will fly from their nest, leaving eggs and chicks vulnerable to the elements and waiting predators. American oystercatchers are largely dependent on marine mollusks, which are particularly sensitive to changes in water quality. Oil spills and pollutants can affect distribution and abundance of mollusks, which subsequently affects prey availability for oystercatchers. Global climate change is an impending threat to American oystercatchers as the rise of sea level may further reduce coastal habitat (FWC, 2021b).

### **Black Skimmer (*Rynchops niger*)**

State-Designated Threatened

The black skimmer inhabits coastal areas in Florida such as estuaries, beaches, and sandbars. Skimmers can be found from the coasts of the northeastern U.S., down to Mexico, and over to the Gulf Coast of Florida. Their breeding range is from Southern California down to Ecuador. Habitat loss due to coastal development is the main threat to the species. Coastal development at unprecedented levels causes increased development and traffic on the beaches, as well as increased predators; all of which are detrimental to skimmer habitat. Predators that feed on skimmer eggs and chicks include raccoons, crows, opossums, feral hogs, and coyotes. Because skimmers nest on the beach and are colonial they are extremely vulnerable to disturbance by people, pets, and predators. Other threats include recreational activity, beach driving, shoreline hardening, mechanical raking, oil spills, and increased presence of domestic animals, all of which may prevent or disrupt nesting or result in the death or abandonment of eggs and young. Global climate change is an impending threat to the black skimmer. Sea level rise may cause destruction to primary nesting areas, resulting in a decreased population size (FWC, 2021b).

### **Eastern Black Rail (*Laterallus jamaicensis jamaicensis*)**

Federally Threatened

One of four subspecies of black rail, the eastern black rail is broadly distributed, living in salt and freshwater marshes in portions of the United States, Central America, and South America. Partially migratory, the eastern subspecies winters in the southern part of its breeding range. Eastern black rail habitat can be tidally or non-tidally influenced and range in salinity from salt to brackish to fresh. Along portions of the Gulf Coast, eastern black rails can be found in higher elevation wetland zones with some shrubby vegetation. Marshes near high elevation areas, inland coastal prairies, and nearby wetlands also provide habitat for the subspecies (USFWS, 2020).

### **Florida Manatee (*Trichechus manatus latirostris*)**

Federally Threatened

The Florida manatee is a subspecies of the West Indian manatee (*Trichechus manatus*) that lives in and is native to Florida. The Florida manatee inhabits the state's coastal waters, rivers, and springs. In the Gulf, Florida manatees can be found west through coastal Louisiana and are occasionally sighted as far west as Texas. Prior to winter's coldest months, manatees migrate back to Florida's warm water habitats, which include artesian springs and power plant discharge canals. Florida is at the northern end of the sub-tropical manatee's winter range and these warm-water habitats play an important role in their survival during the winter months. The main threats to manatees are collisions with boats and the loss of warm water habitat. Manatees feed and rest in shallow waters, which makes them vulnerable to interactions with boats. Boat-related manatee deaths are caused by cuts from propellers, impacts from the hull or lower unit of the motor, or a combination of the two. The loss of warm water refuges is seen as a serious long-term threat to the continued existence of the manatee. Due to the inability to regulate their



body temperature (thermoregulate) in cold water, cold stress is a serious threat to the manatee (Irvine, 1983). Habitat loss is also an issue as coastal development and pollution can destroy seagrass beds and freshwater aquatic vegetation, which is the main food source of manatees. Other threats include diseases, natural disasters, and red tide (FWC, 2021b).

### **Green Sea Turtle (*Chelonia mydas*)**

Federally Threatened

Florida hosts one of the largest groupings of green turtle nests in the western Atlantic. More than 37,000 green sea turtle nests were documented in Florida in 2015 — a record number. During the day, green turtles occupy shallow flats and seagrass meadows. In the evening, they return to their sleeping quarters of rock ledges, oyster bars, and coral reefs. The main threat to green sea turtles at sea is entanglement in fishing gear such as longlines, monofilament fishing line, nets, and crab trap lines. When entangled in marine debris, the green sea turtle cannot escape and is likely to drown. On land, increased beach development is an ongoing threat for sea turtles as development can cause degradation of the habitat and limit the amount of nesting sites available. Coastal development also increases artificial lighting which can cause hatchlings to migrate towards the lights instead of the ocean. Other threats include increased predation on eggs, hits by watercraft, and habitat degradation from contaminants and pollutants (FWC, 2021b).

### **Gulf Sturgeon (*Acipenser oxyrinchus desotoi*)**

Federally Threatened

Sturgeon are anadromous, a term used to describe fish that spend a part of their lives in saltwater, yet travel upstream in freshwater rivers to spawn. Such fish return year after year to the same stream where they were hatched. For Gulf sturgeon, which are found from Florida to Louisiana, this means a move from salt to fresh water between February and April and a move downriver between September and November. They spend the winter in the Gulf of Mexico in sandy-bottom habitats six to 100 feet deep, where their diet consists of marine worms, grass shrimp, crabs, and a variety of other bottom-dwelling organisms. They eat very little while in freshwater rivers. The main threat to Gulf sturgeon survival is the dams located on Gulf seaboard rivers, which prevent sturgeon from reaching historic spawning areas, therefore decreasing the spawning rate of the species. Habitat destruction is also a threat to the sturgeon population. Gulf sturgeon habitat has increased vulnerability because they inhabit areas that are at risk of dredging. Other threats to the sturgeon population include lethal by-catch and declining water quality (FWC, 2021b). Water quality can be affected by pollution reaching the floodplains of the river and excessive water withdrawals from the rivers. Sturgeons are slow breeders, which makes any loss of breeders or spawning habitat a serious problem for the species (Wakeford, 2001).

### **Hawksbill Sea Turtle (*Eretmochelys imbricata*)**

Federally Endangered

The hawksbill sea turtle is the rarest sea turtle that regularly occurs in Florida (Meylan & Redlow, 2006). Warm tropical seas are where people are most likely to see hawksbills. In Florida, hawksbills are found primarily on reefs in the Florida Keys and along the southeastern Atlantic coast. The main threat that the hawksbill sea turtle faces is accidental capture in shrimp and fishing nets. Development of nesting beaches is also a threat to the species, as their nests can be destroyed, and it makes available nesting sites limited. Beach armoring is a threat as the structures prevent the natural maintenance of beaches and sand dunes. Other threats include increased predation of eggs, hits by watercraft, and habitat degradation from contaminants and pollutants (FWC, 2021b).

### **Kemp's Ridley Sea Turtle (*Lepidochelys kempii*)**

Federally Endangered

The Kemp's ridley is the rarest sea turtle in the world (FWC, 2021b). Its only major nesting beach is an area called Rancho Nuevo on Mexico's Gulf coast. Nesting females are found mainly on the beaches of



Rancho Nuevo, however, they can be found on Florida and South Texas beaches. The main threat to the Kemp's ridley sea turtle is accidental capture in shrimp and fishing nets such as longlines, finfish trawls, beach seines, drift, and set gill nets (Schmid & Barichivich, 2006). Increased development will bring an increase in lighting in the area, which is detrimental to sea turtles as hatchlings will migrate towards the light instead of the ocean. The potential for eggs and hatchlings being crushed or disturbed is increased with the increase of human presence along beaches. Beach sand nourishment can bury Kemp's ridley sea turtle nests along beaches. Beach armoring is a threat as the structures prevent the natural maintenance of beaches and sand dunes. Other threats include habitat degradation from contaminants and pollutants (NMFS et al., 2011).

### **Least Tern (*Sternula antillarum*)**

#### **State-Designated Threatened**

Not only are least terns extremely susceptible to nest disturbance, but they have also lost extensive nesting habitat to beach development and increased human activity there. Least terns are colony nesters, meaning they nest in a group, which allows them to exchange information about food sources, as well as to detect and mob predators. An entire colony can be easily destroyed by predation by red foxes, raccoons, dogs, and house cats, by human trampling, or by catastrophic storms (FWC, 2021b). The main threat to the least tern population is habitat loss. Loss of habitat is often attributed to coastal development. Coastal development causes damage to least tern habitat because of the building on the coasts, human traffic on the beaches, and recreational activities. Increased numbers of predators due to the larger amounts of available food and trash for scavenging are also a threat to the least tern. Predators can cause destruction to breeding colonies while they are nesting by destroying nests and eating chicks and eggs. Global climate change is an impending threat to the least tern. Rising sea levels and more frequent strong storms may damage and destroy least tern nests, as well as habitat. Spring tides can also cause flooding of least tern nests. Other threats to the least tern include shoreline hardening, mechanical raking, oil spills, response to oil spill events, and increased presence of domestic animals (Defeo et al., 2009).

### **Leatherback Sea Turtle (*Dermochelys coriacea*)**

#### **Federally Endangered**

Leatherbacks are found in Florida's coastal waters, with a small number nesting here, mostly on the Atlantic coast. Globally, they are found throughout the Atlantic, Pacific, and Indian oceans. Travelling as far north as Alaska and Labrador, leatherbacks can regulate their body temperature to survive cold waters. The main threat to leatherbacks at sea is entanglement in fishing gear such as longlines, monofilament fishing line, nets, and crab trap lines (Stewart & Johnson, 2006). When entangled in marine debris, the leatherback cannot escape and will usually drown. Leatherbacks are also harvested illegally for their meat and eggs in some countries. On land, increased beach development is an ongoing threat for sea turtles as the development can cause degradation of the habitat and limit the amount of nesting sites available for the leatherback. Coastal development also increases artificial lighting, which can be detrimental to hatchlings causing them to migrate towards the light instead of the ocean. Other threats include increased predation on eggs, habitat degradation by pollutants and contaminants, and hits by watercraft (FWC, 2021b).

### **Little Blue Heron (*Egretta caerulea*)**

#### **State-Designated Threatened**

Little blue herons inhabit fresh, salt, and brackish water environments in Florida including swamps, estuaries, ponds, lakes, and rivers (Rodgers et al., 1995). In the U.S., the little blue heron can be found from Missouri, east to Virginia, down to Florida, and west to Texas. In peninsular Florida they are relatively common and widespread but somewhat rare in the Panhandle (FWC 2021b). The current threats to the little blue heron are not well understood. Threats include coastal development, disturbance at foraging and breeding sites, environmental issues, degradation of feeding habitat, reduced prey

availability, and predators. Other threats may include exposure to pesticides, toxins, and infection by parasites (Rodgers et al., 1995).

### **Loggerhead Sea Turtle (*Caretta caretta*)**

Federally Threatened

Florida's sandy Atlantic and Gulf of Mexico beaches host one of the largest loggerhead nesting aggregations in the world. Females return to their nesting beach every two or more years to lay four to seven nests, one about every 14 days. Each nest contains about 100-126 eggs that incubate about 60 days (FWC, 2021b). The main threat that the loggerhead faces is accidental capture in shrimp and fishing nets such as longlines, finfish trawls, beach seines, drift, and set gill nets. When captured in these nets, the loggerhead cannot escape and will eventually drown. Longlines can entangle or snag sea turtles. Development of nesting beaches is also a threat to the loggerhead, as their nests can be destroyed, and available nesting sites limited. Coastal development also increases artificial lighting which can be detrimental to hatchlings causing them to migrate towards the light instead of the ocean. Increased predation on nests from raccoons and feral hogs is also a significant threat to the loggerhead. Beach armoring is a threat as the structures prevent the natural maintenance of beaches and sand dunes. Other threats include exploitation for meat and eggs in other countries, habitat degradation from contaminants and pollutants, and boat strikes (NMFS & USFWS, 2008).

### **Marian's Marsh Wren (*Cistophorus palustris marianae*)**

State-Designated Threatened

Marian's marsh wren inhabits marshes dominated by black needle rush (*Juncus roemarianus*) and cordgrass (*Spartina alterniflora*) on the Florida Gulf coast (FWC, 2021b). This marsh wren species can be found from Pasco to Escambia County, Florida, and into southwest Alabama (Stevenson & Anderson, 1994; Rodgers et al., 1978). The Marian's marsh wren faces many threats, but habitat destruction and fragmentation are the main threats. The salt marshes that marsh wrens inhabit are vulnerable to a practice called dredge and fill — where salt marshes are dug out and filled with sediment to provide areas for coastal development. Dredge and fill cause the decrease of available prey for marsh wrens. Salt marshes are also threatened by dam operations, chemical and toxin pollution, invasive plants, road and bridge construction, industrial/oil spills, and shore hardening. Adjacent uplands that are developed can cause the degradation of habitat quality. Sea level rise can also cause destruction to the marsh wren's habitat (Walton, 2007). Marian's marsh wren's nests are also susceptible to increased predation from raccoons, minks, and rice rats (Rodgers et al., 1978).

### **Scott's Seaside Sparrow (*Ammodramus maritimus peninsulae*)**

State-Designated Threatened

Seaside sparrows primarily inhabit tidal marshes in Florida (FWC, 2021b). Scott's seaside sparrow can be found from Pasco County to Pepperfish Keys in Dixie County, Florida (FWC, 2021b). Habitat loss and fragmentation are the main threats to this species. Salt marshes are vulnerable to dredge and fill. Dredge and fill activities cause a decrease in available prey for the seaside sparrows. Salt marshes are also threatened by dam operations, chemicals and toxins, invasive plants, road and bridge construction, industrial/oil spills, and shoreline hardening. Seaside sparrows will desert their salt marsh habitat when woody vegetation becomes too dominant. Other threats include increased predation and nesting site competition with rice rats (Post, 1981; Post et al., 1983).

### **Snowy Plover (*Charadrius nivosus*)**

State-Designated Threatened

This species occurs on Florida's narrow fringe of sandy beaches along the Gulf of Mexico coast. Within Florida, the breeding population is disjunct: one group occurs in northwest Florida from Franklin County west, and the other occurs from Pasco to Collier counties in Southwest Florida. Nesting on sandy beaches makes this species extremely vulnerable to disturbance and predation. Threats to the snowy

plover include increased disturbance from humans, increased population of predators in its range, and habitat loss. Causes of habitat loss include development, shoreline hardening, invasive vegetation, beach raking/grooming, beach driving, and some beach renourishment activities. Increased populations of humans may lead to increased populations of predators and more frequent disturbance to nesting adults, which increases the detectability of nests and chicks to predators. Animals such as raccoons, opossums, rats, coyotes, crows, feral cats, and off-leash dogs pose a threat to chicks, eggs, and adult snowy plovers. Sea level rise is also an impending threat to snowy plover habitat (FWC, 2021b).

### **Tricolored Heron (*Egretta tricolor*)**

#### **State-Designated Threatened**

Tricolored herons inhabit fresh and saltwater marshes, estuaries, mangrove swamps, lagoons, and river deltas (Frederick, 1997). They can be found from Massachusetts, down through the Gulf of Mexico and Caribbean, to northern Brazil. Tricolored herons are widespread, permanent residents in Florida, although they are less common in some parts of the Panhandle (FWC, 2021b). The tricolored heron faces many threats to its population, such as the continued development of wetlands. As with other birds that inhabit estuaries, the exposure to pollutants and pesticides are a threat to the tricolored heron population (Rodgers, 1997). Other threats include alterations to the hydrology of foraging areas, reduced prey abundance, and oil spill impacts to critical breeding, foraging, and roosting sites.

### **Wood Stork (*Mycteria americana*)**

#### **Federally Threatened**

Wood storks nest in mixed hardwood swamps, sloughs, mangroves, and cypress domes/strands in Florida (FNAI, 2010). They forage in a variety of wetlands including both freshwater and estuarine marshes, although limited to depths less than 10-12 inches. The wood stork breeds in Florida, Georgia, South Carolina, and North Carolina (FWC, 2021b). The South Florida population has collapsed due to agricultural expansions and altered hydrocycles (Coulter et al., 1999). Wood storks need normal flooding to increase prey population with a natural drawdown to concentrate prey in one area (FWC, 2021b). Successful breeding also depends on normal hydrocycles. The drainage of cypress stands prevents the wood stork from nesting and promotes predation from raccoons (USFWS, 1986).

### **Invasive Non-native and/or Problem Species**

Invasive non-native species are species that have been introduced to an area, naturalized, and are spreading on their own. Not all introduced species become invasive and the ones that do are generally opportunistic, aggressive, and early colonizing species in their native range. If left unchecked, invasive non-native plants and animals alter the character, productivity, and conservation values of the natural areas they invade (FWC, 2021a). In some cases, native wildlife and vegetation may also pose management problems or nuisances. A nuisance animal is an individual native animal whose presence or activities create special management problems (FWC, 2021a). Florida is second only to Hawaii in the number of established invasive species (Simberloff, 1994). An invasion of a non-native species has been classified as “the second most important threat to native species, behind habitat destruction” (Ecological Society of America, 2004). Introductions of non-native marine invertebrates and seaweeds to coastal habitats in the United States have increased one hundred-fold in the last 200 years (Jacoby et al., 2003).

### **Asian Green Mussel (*Perna viridis*)**

First discovered in Tampa Bay in 1999, green mussels have been found along the southwestern coast of Florida and along the Atlantic Coast. Several observations have been logged along the northern Gulf Coast, but it is believed that a significant population does not yet exist there. Populations have been found at major ports, suggesting that the mussels have come to Florida attached to the hulls of boats or ships. Green mussels have a range of impacts influence, fouling ships, marinas, and buoys; clogging crab trap and clam culture bags; and displacing native species like oysters. Green mussels can be

harvested for human consumption in waters open to shellfish harvest by recreational fishers with a fishing license, however, little is known about how safe it is to consume them; in other areas of the world, they have been known to build up toxins and illness-causing plankton (McGuire & Stevely, 2009).

#### **Asian Tiger Shrimp (*Penaeus monodon*)**

Also known as black tiger shrimp and giant tiger prawn, the Asian tiger shrimp can be distinguished from American penaeid shrimp by their rusty brown color and white and black bands across their back and tail. This invasive species has been observed along the Atlantic and Gulf Coast of Florida; the first observation in Florida was in 1988. Their introduction along the Florida coast is believed to be the result of flooding of aquaculture facilities by storms and hurricanes. Impacts to native ecosystems is unknown but, because these shrimp feed on a variety of native invertebrates, they may present competition to other species. Tiger shrimp also carry viral diseases and could possibly transit these diseases to native crustaceans (Knott et al., 2019).

#### **Australian Pine (*Casuarina* spp.)**

Australian pine was to Florida in the 1800s due to its salt tolerant and shade providing characteristics. This pine tree is a tall, aggressive grower that served as a windbreak along coastal areas. Three species are found in Florida: *C. cunninghamiana*, *C. equisetifolia* and *C. glauca*. The State of Florida has since labeled the latter two of the three as 'noxious weed' species and prohibits cultivation and planting of them. All three species are Class I Prohibited Aquatic plants. This evergreen tree species is prolific and can grow in various substrates including on sandy beaches, rocky coasts, and maritime hammocks along the Florida coastline from St. Johns to Dixie County. Impacts to native communities include outcompeting native vegetation by shading out the understory with its thick layer of needles. (FDACS, n.d. a)

#### **Blackchin Tilapia (*Sarotherodon melanotheron*)**

Blackchin tilapia are small gray fish similar in appearance to a sunfish or black bass. They were first observed in Florida in 1959, likely introduced from fish farms in the Tampa area or release from aquariums. This species was released in East Florida to create a commercial fishery. Populations now exist along the Atlantic and Gulf Coasts of the state. When an abundance of these fish is present in the environment, they outcompete other native fish. They also carry fungal diseases and may spread those infections to other species (Nico & Neilson, 2021).

#### **Brazilian Pepper (*Schinus terebinthifolia*)**

Brazilian pepper can form dense infestations that shade out and disrupt native vegetation. Foliage contains allelopathic chemicals to deter other flora and fauna. This plant is tolerant to a variety of environmental conditions but grows best in moist soils. All parts of this plant can cause a rash on the skin or irritate airways of people. Introduced to Florida in the 1840s as an ornamental plant, this invasive can now be found throughout the state of Florida, especially central and southern parts of the state (FLIP, 2011). Citrus County extension agents have noticed that Brazilian pepper has become more invasive as temperatures have warmed in the NCAP area (personal communication, BJ Jarvis & Sarah Ellis, February 23, 2021).





**Lionfish (*Pterois volitans*)**

Lionfish were first reported off Florida's Atlantic Coast near Dania Beach in 1985. Since the mid-2000s, lionfish reports have increased rapidly. As of 2010, they have begun to show up in areas where lionfish previously were not found such as along the northern Gulf of Mexico off Pensacola and Apalachicola. Movement of lionfish likely followed currents up the Atlantic Coast, around to the Bahamas and then into the Gulf. Lionfish are a predatory reef fish. They eat native fish, which can reduce native populations and have negative effects on the overall reef habitat and health. They can eliminate species that serve important ecological roles, such as fish that keep algae in check on the reefs. Lionfish also compete for food with native predatory fish, such as grouper and snapper (FWC, 2021a).

**Pike Killifish (*Belonesox belizanus*)**

This invasive fish has a dark gray tone on its dorsal body that fades along the sides, along with several rows of black spots. It has long jaws, like a pointed beak, and large teeth for its size. This species was first observed in Florida in 1957, when individual fish that were being used for medical research were released into a South Florida canal. Some fish may have also escaped a Hillsborough County fish farm in 1997. Populations can now be found in South Florida and the Gulf Coast of the state. This species eats other fish and is believed to have reduced populations of eastern mosquitofish (*Gambusia holbrooki*). It also may compete for resources with juvenile snook (Schofield et al., 2021).

**Regal Demoiselle (*Neopomacentrus cyanomus*)**

This small grey fish with yellow fins was first seen in the northern Gulf of Mexico in 2017 and are believed to be established along the Florida Panhandle. Individuals inhabit coral reefs and be found up to 60 feet deep. The impacts of this species on coral reef ecosystems are unknown, though there is potential for competition with native damselfishes (Schofield & Neilson, 2021).

### **Wild Hog (*Sus scrofa*)**

The wild hog is also called feral hog, feral swine, feral pig, wild boar, wild pig, or piney woods rooter. This species is not native to Florida; however, resident populations have existed here for hundreds of years – they may have been introduced by Spanish explorer Hernando DeSoto as early as 1539. Wild hogs occur in all 67 counties of Florida. They are found in a wide variety of habitats but prefer oak-cabbage palm hammocks, freshwater marshes and sloughs, pine flatwoods, and open agricultural areas (FWC, 2021a).

### **Archaeological and Historical Resources**

The NCAP area is considered a prehistorical hub for trade and cultural activity by indigenous people (personal communication, Jeff Moates, February 2, 2021). The region has been deemed a high-density area for cultural resources with evidence of many prehistorical people living there and a high number of archeological and historical sites (personal communication, Gary Ellis, March 26, 2021). Shell middens, ceremonial sites, human remains, and various artifacts have been documented both on islands included within the NCAP boundaries as well as inland, among areas surrounding the preserve. Archaeological sites and historical resources in the state of Florida are protected (Chapter 267, Florida Statutes) and are not to be disturbed unless prior permission is granted from the Department of State's Division of Historical Resources. However, these resources are undergoing extreme disturbances due to continuous and worsening natural conditions, some of which are surge events arising from tropical storms and hurricanes as well as rising seas related to climate change. The area has seen a loss of up to 50% of archaeological and cultural sites within coastal river and estuarine contexts (personal communication, Gary Ellis, August 16, 2021).

Within Citrus County alone, over 1300 prehistoric archaeological sites have been recorded and numerous others are likely not yet discovered. At least 180 sites within the NCAP area range from simple food-processing stations to large villages and ceremonial centers. The Crystal River area has received a great deal of attention by archaeologists. The Crystal River Site (8Ci1) includes four platform mounds, a burial mound, a series of burial earth and shellworks, and a crescent-shaped shell midden. Multiple cultural groups have been associated with the site, including members of the Orange tradition, the Woodland period, the Deptford period, early Weeden Island cultures, and the Safety Harbor culture (Norman et al., 2018b).

In eastern Citrus County, the Tatham Mound has been determined to be an indigenous burial mound that includes human remains and artifacts from indigenous communities. The mound was constructed between 1000 – 1600 A.D. Human remains were deposited there after the indigenous people were in contact with European settlers, 1500-1560 A.D. Evidence of ceremonial artifacts, such as quartz crystals and shell dippers used to serve "black drink," a beverage created from yaupon holly (*Ilex vomitoria*), were also found (Mitchem & Hutchinson, 1986). Extinct mammalian species from the Pleistocene era were found in Saber-tooth Cave in Citrus County. Numerous extinct species were discovered in a red clay deposit (Simpson, 1928).

In Hernando County, the Weeki Wachee mound is a rare example of a Native American archaeological site containing European artifacts. The site is especially unique in that it contains human skeletal remains. The mound is dated between A.D. 1525 and 1550. The artifacts there have been important in interpreting early Spanish and Native American interaction in the West Central Florida region (Hutchinson & Mitchem, 1996). A 2013 archaeological survey found that 12 historic structures and three archaeological sites in the Weeki Wachee archaeological site. The site originally included the main pool of Weeki Wachee Springs and an earthen burial mound from the early 16<sup>th</sup> century A.D. (O'Donoghue & Sassaman, 2013).

Located immediately north of the Cross Florida Barge Canal on the Gulf of Mexico, Trout Creek is a tidally influence waterway at the southern end of the Withlacoochee estuarine system that hosts 11 shell middens. Archaeological remains from the site have been associated with the Mount Taylor, Orange, Woodland, Deptford, Weeden Island, Switch Creek, and Safety Harbor traditions. The area was modified

in modern history through the Cross Florida Barge Canal project, an engineering project that truncated a natural overflow delta for the Withlacoochee River (Norman et al., 2019). One consequence of the canal is that waters from the Withlacoochee River still move across a now much narrower landscape at a higher velocity. The archaeological sites within this confined area now experience degradation from the river and sea due to oscillating redeposition (personal communication, Gary Ellis, August 16, 2021). While these three sites are outside the immediate boundary of the Nature Coast Aquatic Preserve, they are highlighted to show the complexity of the cultural resources located within the area. These, among other identified sites, demonstrate the magnitude this area served as a hub for activity primarily driven by the resources the natural communities offered.

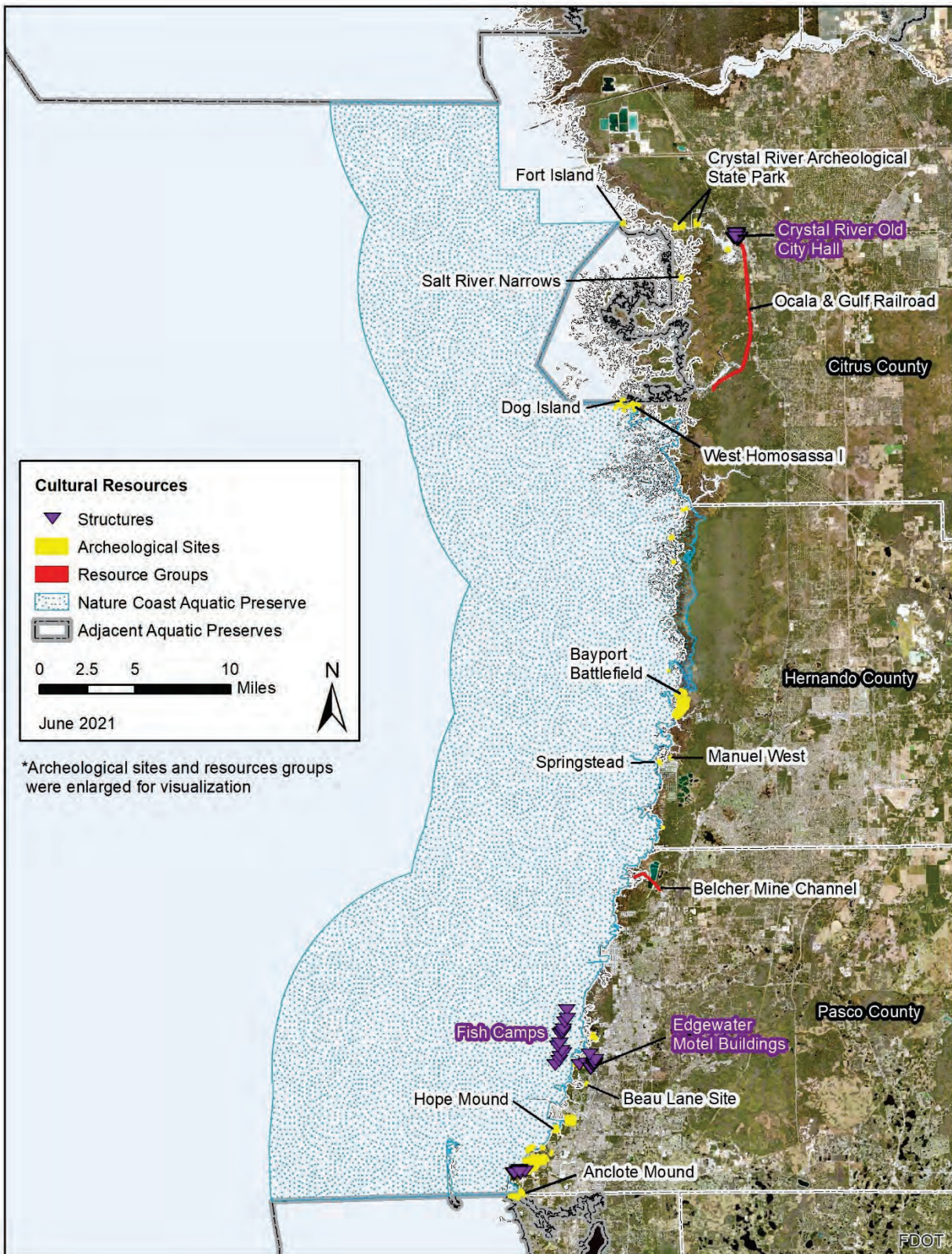
Numerous culturally significant sites within the NCAP boundary have also been identified. Bayport Battlefield in coastal Hernando County and the fish camp stilt houses in coastal Pasco County are two examples of more recent historical resources whose remnants are still visible today. Bayport Battlefield is now identified within Historic Bayport Park at the mouth of the Weeki Wachee River in Hernando County. This area was a busy port town in the 1850's that proved significant before and during the Civil War. According to the Bayport in Civil War – Historical Marker on site, the Battle of Bayport activity occurred between 1962 and 1965 during which the Union's East Gulf Coast blockading Squadron stopped eleven blockade runner attempts in the area. Even more recent historical icons are still standing in the shallow coastal waters at the Gulf of Mexico-Pithlachascotee River confluence. The many wooden fish camps structures, more commonly known as 'stilt houses,' stand as eerie relics in the Gulf. Although their exact history is not clearly documented, these structures date back as far as early 1900's. It is estimated that the first stilt house was constructed sometime between 1916 and 1918 with the purpose of sheltering fisherman while at sea and to store their catch to prolong fishing trips (History of Pasco County, 2018).

The Gulf Archaeology Research Institute has conducted widespread coastal and estuarine surveys to expand on the cultural inventory but also to prepare a baseline for determining significance and protection. One such program, the Rapid Midden Assessment, was developed to determine the condition of sites in and around Crystal River Preserve State Park as well as coastal lands managed by the Office of Greenways and Trails. The assessment analyzes over 20 variables and attributes, which help to prioritize management and mitigation of sea level rise and other environmental factors that could impact archaeological evidence. Many of the sites analyzed consist of shell middens associated with Woodland period cultures. Many have already sustained significant damage from storm surges and flooding (Norman et al., 2018b).

It is crucial to note that habitat preservation is inextricably linked to the preservation of archaeological sites. As habitats degrade from environmental or human-induced pressures, so do the cultural remains contained within those sites. Coupled management between land managers and archaeologists could help to strengthen the mitigation response to the loss of important archeological and historical sites in the NCAP (personal communication, Gary Ellis, March 26, 2021). Utilizing a natural-cultural management model is not only appropriate but essential to ensure that the protection of one resource type is not made at the expense of another (personal communication, Gary Ellis, August 16, 2021).

Recommendations to minimize impact to cultural resources include avoiding historic structures and archaeological sites and monitoring activities that may impact shoreline or underwater deposits (O'Donoghue & Sassaman, 2013). Archaeological sites can also serve as archives of changing coastal conditions, documenting shifts in invertebrate and fish populations as well as geologic sediments. Coupled research between archaeologists and natural resource managers is needed to explore ecological questions over long-term time scales at these archaeological sites (personal communication, Ken Sassaman, July 21, 2021).





**Map 9.** Cultural and Archaeological sites near the Nature Coast Aquatic Preserve.



### 3.4 / Values

#### Natural Values

The natural resources present within the NCAP are some of the most precious in the state. Within the preserve's boundaries are complex ecosystems that provide critical habitat for many ecologically, commercially, and recreationally important species. Key habitats include seagrass beds, salt marshes, and mangrove swamps. The area also contains spring-fed waters from nearby riverways that attract large numbers of the endangered Florida manatee during the winter months when these animals seek thermal refuge in warmer waters.

Florida's Gulf Coast is characterized by shallow waters that gently slope to deeper levels offshore. These shallow submerged lands offer prime habitat for seagrass — the area contains one of the largest contiguous seagrass beds in the U.S. (Mattson et al., 2007). Seagrasses provide many ecosystem services, including stabilizing sediments, reducing shoreline erosion, sequestering carbon, improving water clarity, and providing habitat for ecologically and economically critical species (Hemminga & Duarte, 2000). Many species rely on seagrass meadows at some point in their lifecycle. Bay scallops in Florida are dependent on seagrasses for successful recruitment (Arnold et al., 2005). Seagrass beds and salt marshes serve as nurseries for juvenile blue crabs (Gandy et al., 2011), and many other marine species. Green sea turtles, an endangered species, rely on the shallow flats of the Gulf Coast, grazing on the seagrasses there (FWC, 2021b).

Seagrass meadows are ranked the third-most valuable ecosystems globally, after estuaries and wetlands (Reynolds et al., 2018). The ecosystem services derived from seagrass meadows have been valued at nearly \$29,000 a year for each 2.5 acres (Constanza et al., 2016). One acre of seagrass can support nearly 40,000 fish and 50 million small invertebrates (Reynolds et al., 2018). Seagrasses also help to prevent erosion, reducing wave action and stabilizing sediments by 20% (Spalding et al., 2016). Additionally, they provide strategies for climate mitigation: in some cases, one acre of seagrass can sequester more than 1,200 pounds of carbon ever year (Mcleod et al., 2011).

Salt marshes in NCAP serve as a transitional zone between the estuaries and the uplands, protecting uplands from saltwater intrusion, waves, and storm surges, while also protecting estuaries by trapping pollutants flowing into the waterway (Perillo et al., 2009; Doody, 2008). Plant species that inhabit salt marshes provide habitat for various bird, invertebrate, and finfish species. Many fish species use the area as nursery grounds, seeking shelter from larger predators there during high tides (DEP, 2017). Florida's salt marshes and nearby estuaries provide a nursery environment for at least 70% of the area's recreational and commercial fishery species (DEP, 2020b).

Mangrove swamps, including red and black mangrove species, are also prevalent in the NCAP (DEP, 2017). Historically, Levy and Citrus counties serve as the northern terminus of red mangrove extent along the Gulf Coast (USFWS, 2012). The fringe forest mangrove swamps of NCAP provide an important protective barrier between storm and wave energy and the immediate coastline while also improving water quality from excess nutrients and pollutants (Ewel et al., 1998). Mangrove prop roots and pneumatophores trap nutrients and sediments, in turn creating a highly productive environment. These prop roots and pneumatophores also provide protection and serve as nursery grounds for several species of juvenile fish and invertebrates (Manson et al., 2005). Mangrove swamps also serve as important rookery and feeding sites for several bird species in NCAP (USFWS, 2012).

#### Economic Values

The NCAP and surrounding areas are closely tied to important economic drivers in the area, including commercial and recreational fishing, recreation, and tourism. Florida's Gulf Coast has long been known for its recreational fishing. Historian Jack Davis' Pulitzer Prize-winning biography of the Gulf opens with a description of Winslow Homer tarpon fishing near Homosassa (Davis, 2017). Other notable figures also frequented the regions waters, such as professional baseball players Babe Ruth, Ted Williams, and Dazzy Vance (Homan & Reilly, 2001). Recreational fishing charters are a popular activity, offering tourists the opportunity to fish for red drum, cobia, sheepshead, spotted seatrout, grouper, snook, and mackerel,

among other species (DEP, 2017). A sought-after fishing experience in the region is called an “inshore slam” — a fishing experience where an angler catches a redfish, trout, and snook in one day (personal communication, Capt. Dan Clymer, March 9, 2021).

Commercial fisheries that depend on NCAP’s seagrass generate more than \$12 million annually (FWC, 1999-2022). Florida’s stone crab fishery is focused on the west coast of the state. The Crystal River region ranks third in terms of production in the state, contributing about 20% annually (Muller et al., 2011). A year-round blue crab fishery is also present in the region. In 2011, 6.8 million pounds of blue crabs were harvested from Florida’s Gulf Coast (Cooper et al., 2013). Other commercial fisheries include shrimp and oysters. Sponge harvesting also occurs in Pasco County, primarily from sponge harvesters traveling north from Tarpon Springs (personal communication, Keith Kolasa, February 11, 2021).

Coastal tourism and recreation in the NCAP generate more than \$250 million, supporting nearly 8,000 jobs and 500 businesses (NOAA, n.d. d). Recreational scalloping alone has contributed nearly \$2 million in both Citrus and Hernando counties each year since 2003 (Blassy, 2018). Reopening the scalloping season in Citrus County in 2002 resulted in 35 new jobs, \$636,300 in labor income, \$1,639,386 in total output, \$110,028 in indirect business taxes, and \$982,253 in value added (Stevens et al., 2004). Visitors also travel to the region to witness the threatened Florida manatee in the waters in and around the NCAP, especially in the winter months. The total economic value of the Florida manatee in Citrus County is estimated to be \$8,667,120 (Solomon et al., 2004). The area’s state parks also attract tourists and recreational users. Florida’s 175 state parks and trails attract more than 29 million visitors each year (Florida State Parks Foundation, n.d.).

### Scientific Values

The seagrasses of the NCAP are important habitats that provide refuge for commercially important and endangered species. In 2016, 396,100 acres of vegetated bottom were identified within 14 miles of the shoreline in the Springs Coast area. Large tracts of unmapped areas of seagrass have also been observed further offshore, though these areas are less dense. Since 2007, seagrass cover has increased by 17,290 acres, or .5%/yr, in the area (Yarbro & Carlson, 2018). Seagrass communities are dominated by turtle grass. Other varieties of seagrass occur throughout the region but are less common, such as manatee grass (*Syringodium filiforme*), shoal grass (*Halodule wrightii*), star grass (*Halophila engelmannii*), and widgeon grass (*Ruppia maritima*) (Yarbro & Carlson, 2018). Continuous monitoring of seagrass beds inshore and offshore would add to the scientific knowledge of this important resource (personal communication, Chris Anastasiou, February 24, 2021). Ecologically important environmental gradients and the existence of a relatively intact seagrass system allow research questions to be pursued in the NCAP area that could not be asked elsewhere. Several lab groups at the University of Florida have maintained active seagrass research programs in the NCAP area over the past two decades. Research projects have focused on seagrass response to environmental variables, invertebrate communities inhabiting seagrass, seagrass susceptibility to grazing pressure, and propeller scar mapping or restoration/protection.

Project COAST is another University of Florida driven program that has collected water quality monitoring data within this region since 1997. Sampling of 50 stations in the Withlacoochee, Crystal, Homosassa, Chassahowitzka, and Weeki Wachee river systems began in 1997, with an additional 40 stations in the Hudson, Aripeka, Pithlachascotee, and Anclote River systems added in 2000. Project COAST has established a baseline dataset, which allows resource managers to effectively assess changes in nutrient concentrations and eutrophication with a focus on shifts in water quality that may negatively affect seagrass beds (Frazer et al., 2006). Recent research examining the composition of living versus dead mollusk assemblages suggests that seagrasses in the region have remained relatively stable in recent centuries (e.g., Hyman et al., 2019; Hardin et al., 2022; Grimmelbein et al., 2022). This stability is a rarity in Florida, highlighting the key importance of the NCAP as a reference ecosystem and natural laboratory that allows research pursuits that would be difficult or invalid in other systems.

Techniques for restoration for a variety of habitat types and organisms have been researched and implemented in the NCAP area. In addition, a sponge research and restoration project is currently

underway in Hernando County. The project will survey offshore sponge populations, prioritize species for restoration, test aquaculture methods and locations, and use the most successful methods to restore local sponge beds (Behringer & Patterson, 2021). Another major research focus is restoration, prevention, and environmental effects of propeller scarring in seagrass (e.g., Gruninger et al., 2019; Barry et al., 2020; 2022a; 2022b).

Florida's Gulf Coast has seen a substantial increase in sea level in the past century, resulting in a redistribution of the intertidal zones of the region (Raabe & Stumpf, 2016). For example, tree survival and species richness declined remarkably in concert with a 22-117% increase in saltwater flooding of forested islands between 1992 – 2014 (Langston et al., 2017). Alongside habitat shifts have been changes in fish assemblages both inshore and offshore (Fodrie et al., 2010). Some fish have become more abundant, while others are entirely new to the region (Fodrie et al., 2010; Purtlebaugh et al., 2020). Changes have been observed in plant assemblages (Langston et al., 2017) and freshwater ecosystems (Mulholland et al., 1997). Continued research on these shifts will be a critical element of monitoring and management activities in the NCAP area.

### **Social and Cultural Values**

Humans have inhabited and relied on the resources found in the NCAP area for more than 12,000 years. Archaeological evidence shows that many different cultural groups passed through the region in prehistory (Norman et al., 2018a), and cultural items from the area have been discovered at archaeological sites across the country, suggesting national significance (personal communication, Jeff Moates, February 2, 2021). Shell middens, ceremonial sites, human remains, and various artifacts have been documented both on islands included within the NCAP boundaries as well as inland, among areas surrounding the preserve (Norman et al., 2018a). Within Citrus County alone, over 180 prehistoric archaeological sites have been recorded and numerous others are likely not yet discovered. Sites range from simple food-processing stations to large villages and ceremonial centers. Many of these sites are currently under threat of degrading from sea level rise, storm surges, and other environmental factors (Norman et al., 2018b).

Estuaries are highly productive coastal environments that present a range of benefits to modern communities (Anthony et al., 2009). Many individuals in the area are not only connected to the preserve through their livelihood, but they have their own personal memories of the landscape and natural systems. In some cases, families have lived in the region for generations and hold local ecological knowledge about the area that can be beneficial to management discussions (Silvano & Valbo-Jorgensen, 2008). Having access to marine and coastal resources can also contribute to a sense of well-being (Koss, 2010) and can foster sense of place (Khakzad & Griffith, 2016). Close connection to these natural systems can inspire an investment in their health as well as a desire to protect them, spawning environmental stewardship (Bennett et al., 2018).

As climate change impacts shift these coastal systems, management must consider sociological values that may be more difficult to quantify, such as sense of place and feelings of well-being. Though these tacit values may be more elusive to document, they are often the most influential factors in stakeholder involvement because they connect to the experiences and beliefs of individuals, influencing behavior (Anthony et al., 2009).

### **3.5 / Citizen Support Organization**

In 2014, a group of Florida citizens formed a Citizen Support Organization (CSO) called the Aquatic Preserve Society, Inc. Since then, the Aquatic Preserve Society has gained 501(c)3 status, and it also has been given statutory authority to accept funds on behalf of aquatic preserves to be applied to their management needs. The CSO serves to provide funds for research, management, and outreach efforts through fundraising activities. The CSO also serves as a means to accept donations of funds or equipment from individuals, corporations, or community organizations desiring to contribute to the restoration or management of public lands and/or waters. The statewide CSO, the Aquatic Preserve Society, Inc., may provide support to NCAP.

NCAP does not currently have a “Friends Group” CSO specifically dedicated to the aquatic preserve but the NCAP Management Advisory Committee identified the formation of a CSO as an important goal.

### **3.6 / Adjacent Public Lands and Designated Resources**

#### **Anclote Gulf Park**

This 23-acre park is positioned on the Gulf and features a fishing pier, canoe access, and a boardwalk that connects to Key Vista Park. (Pasco County, n.d. d).

#### **Anclote Key Preserve State Park**

Located three miles off the coast of Tarpon Springs, Florida are the four islands that make up Anclote Key Preserve State Park: Anclote Key, North Anclote Bar, South Anclote Bar, and Three Rooker Island. The 11,773-acre park is home to at least 43 species of birds, including the American oystercatcher, bald eagle, and piping plover. (DEP, 2018a).

#### **Anclote River Park & Boat Ramp**

A 31-acre park that features a 300-foot swimming area on the Gulf of Mexico. The park has a large boat ramp and is part of the Great Florida Birding and Wildlife Trail. It is located just north of Anclote Key Island. (Pasco County, n.d. d).

#### **Annutteliga Hammock**

The Annutteliga Hammock is a 570-acre area and important region for groundwater recharge into Florida's primary drinking water source, the Floridan aquifer system. Situated on the Brooksville Ridge, which runs from northern Citrus County down into central Pasco County, the lands are slightly higher in elevation than the adjacent coastal or central portions of the state. The area within the Brooksville Ridge typically has well-drained soils, karst limerock outcroppings and is dominated by sandhills, upland hardwood forests, and scrub communities. This property links with the Chassahowitzka Wildlife Management Area, which is a prime Florida black bear habitat area (SWFWMD, 2018a)

#### **Bluebird Springs Park**

Located one mile west of Homosassa Springs, this park offers a 300-foot grass beach. No swimming is permitted (Citrus County, n.d.).

#### **Chassahowitzka National Wildlife Refuge**

Chassahowitzka National Wildlife Refuge was established in 1943 for waterfowl conservation. This 31,000-acre refuge protects saltwater bays, estuaries, brackish marshes, and hardwood swamps in Homosassa. This refuge provides habitat for one federally threatened species, the Florida manatee (USFWS, n.d. a.).

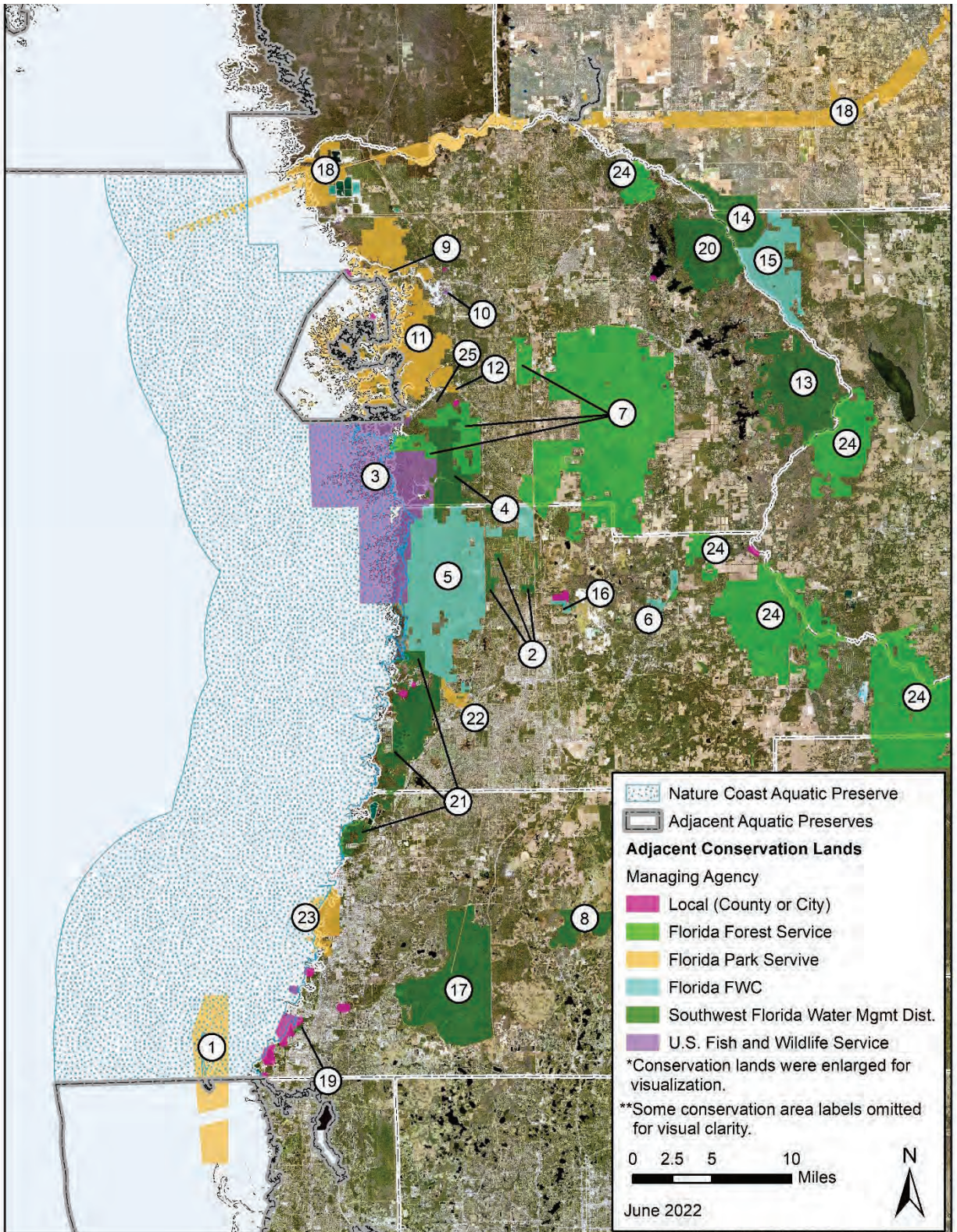
#### **Chassahowitzka River and Coastal Swamps**

This conservation tract is made up of the Chassahowitzka River headwaters, many tributaries and springs managed by the Southwest Florida Water Management District. Located in Hernando County, Florida, this parcel provides access to the gulf traversing a close to pristine landscape of this Outstanding Florida Waterway. (SWFWMD, n.d. a)

#### **Chassahowitzka Wildlife Management Area**

The Chassahowitzka Wildlife Management Area (CWMA) includes 27,836 acres in Hernando County that is managed for the conservation of natural communities and wildlife species. The area contains extensive hardwood swamps and uplands, allowing for seasonal movement of wildlife as water levels fluctuate. Wildlife inhabiting the area include the Florida black bear, gopher tortoise, Florida mouse, eastern indigo snake, and southern fox squirrel. FWC manages the CWMA, considering wildlife as well as natural, cultural, and water resources in the area (CWMA, 2021). The CWMA uses a combination of prescribed fire, timber management, and mechanical and chemical treatments to manage the area for wildlife.





**Map 10.** Adjacent conservation lands.

See Table 2 for a key to the number labels depicted on the map.

**Table 2.** Adjacent conservation land identifiers found in Map 10.

| <b>Map Number</b> | <b>Conservation Area</b>   | <b>Managing Agency</b>                            |
|-------------------|--|---|
| <b>1</b>          | Anclote Key Preserve State Park  | Florida Park Service                              |
| <b>2</b>          | Annutteliga Hammock  | Southwest Florida Water Management District       |
| <b>3</b>          | Chassahowitzka National Wildlife Refuge  | U.S Fish and Wildlife Service                     |
| <b>4</b>          | Chassahowitzka River and Coastal Swamps  | Southwest Florida Water Management District       |
| <b>5</b>          | Chassahowitzka Wildlife Management Area  | Florida Fish and Wildlife Conservation Commission |
| <b>6</b>          | Chinsegut Wildlife and Environmental Area  | Florida Fish and Wildlife Conservation Commission |
| <b>7</b>          | Citrus and Homosassa Wildlife Management Areas                                     | Florida Fish and Wildlife Conservation Commission |
| <b>8</b>          | Conner Preserve  | Southwest Florida Water Management District       |
| <b>9</b>          | Crystal River Archaeological State Park  | Florida Park Service                              |
| <b>10</b>         | Crystal River National Wildlife Refuge   | U.S Fish and Wildlife Service                     |
| <b>11</b>         | Crystal River Preserve State Park  | Florida Park Service                              |
| <b>12</b>         | Ellie Schiller Homosassa Springs Wildlife State Park                               | Florida Park Service                              |
| <b>13</b>         | Flying Eagle Preserve  | Southwest Florida Water Management District       |
| <b>14</b>         | Gum Slough Conservation Easement   | Southwest Florida Water Management District       |
| <b>15</b>         | Half Moon Wildlife Management Area   | Florida Fish and Wildlife Conservation Commission |
| <b>16</b>         | Janet Butterfield Brooks Wildlife and Environmental Area                           | Florida Fish and Wildlife Conservation Commission |
| <b>17</b>         | Jay B. Starkey Wilderness Preserve   | Southwest Florida Water Management District       |
| <b>18</b>         | Marjorie Harris Carr Cross Florida Greenway State Recreation and Conservation Land | Florida Park Service                              |
| <b>19</b>         | Pasco Palms Preserve   | Southwest Florida Water Management District       |
| <b>20</b>         | Potts Preserve   | Southwest Florida Water Management District       |
| <b>21</b>         | Weeki Wachee Preserve  | Southwest Florida Water Management District       |
| <b>22</b>         | Weeki Wachee Spring State Park   | Florida Park Service                              |
| <b>23</b>         | Werner-Boyce Salt Spring State Park  | Florida Park Service                              |



| Map Number       | Conservation Area                            | Managing Agency   |
|------------------|--|---|
| 24               | Withlacoochee State Forest                   | Florida Forest Service  |
| 25               | Yulee Sugar Mill Ruins Historic State Park   | Florida Park Service  |
| Pink (no number) | Locally managed parks and conservation areas | Citrus County, City of Crystal River, Hernando County, and Pasco County |

Monitoring of native birds, gopher tortoises, gopher frogs, Florida scrub-jays, and other species are regularly undertaken within CWMA as well (CWMA, 2019). Land management in CWMA is currently focused on improving the hydrology of hardwood swamps, increasing water flow to coastal areas. Old culverts that have failed will be replaced in the first phase of this project (Steven Brinkley, personal communication, July 22, 2021).

#### **Chinsegut Wildlife & Environmental Area**

This area is located in Hernando County, about 50 miles north of Tampa. The Chinsegut Wildlife & Environmental Area includes Chinesgut Hill is considered the one of the highest points in Florida, with an elevation reaching 274 feet. Elevations across McCarty Woods range from 144 to 160 feet (Beckwith, 1967). This area includes a 400-acre tract of virgin longleaf pine forest (*Pinus palustris*) (Feldman, 1987), which is considered the only remaining tract of old-growth longleaf pines in Florida (Beckwith, 1967).

#### **Citrus Wildlife Management Area**

Citrus Wildlife Management Area includes nearly 50,000 acres in Citrus and Hernando counties, just west of Inverness. High-quality sandhills support approximately 60 active colonies of red-cockaded woodpeckers, as well as indigo snakes, fox squirrels, gopher tortoise, and white-tailed deer. This wildlife management area is one of seven large tracts that make up the Withlacoochee State Forest (FWC, n.d. d). This parcel is managed through a partnership between the Florida Forest Service and FWC.

#### **Conner Preserve**

The Conner Preserve is composed of 2,980 acres in the eastern central portion of Pasco County. It is managed by the Southwest Florida Water Management District (SWFWMD) since 2003 for preservation of natural systems, groundwater recharge, water quality, and flood water attenuation. Conner Preserve is considered a key link in a proposed wildlife habitat corridor connecting the 18,240-acre Starkey Wilderness Preserve to the west and the 7,460-acre Cypress Creek well field to the east. Historically, the preserve was used for agricultural and silvicultural purposes. These past uses resulted in about 43% of the area's natural uplands being converted to pasture and pine plantation. Many of the remaining upland communities are intact (SWFWMD, 2008).

#### **Crystal River Archaeological State Park**

As a National Historic Landmark, this 61-acre complex contains 6 pre-Columbian mounds located on the bank of the Crystal River, Florida. Burial mounds, ceremonial mounds and an impressive midden now used as an observation platform are accompanied by a museum full of artifact relevant to the period of this facilities use. As one of the longest continuously occupied complexes in Florida, this area played a significant role in Native American culture. Florida Park Service took over this property in 1962 (DEP, 2008).

#### **Crystal River National Wildlife Refuge**

As the only National Wildlife Refuge (NWR) created to protect the Florida manatee, the Crystal River NWR, and specifically Kings Bay, is home to nearly 600 manatees in the winter months. The refuge protects key areas of Kings Bay and Three Sisters Springs (USFWS, n.d. b).

### **Crystal River Preserve State Park**

The 27,500 acres of Crystal River Preserve State Park contain a variety of habitats, including scrub, pinewoods, hardwood forests, salt marshes, and mangrove islands. The park's wetlands play a key role in replenishing the Floridan aquifer. The property has been managed by the Florida Park Service since 2004, and the state since 1974. One section of the park holds historical significance with remnants of the turpentine industry from the early 1900s (Florida State Parks, n.d. a).

### **Cypress Creek Preserve**

Purchased to provide flood protection and serve as a public water supply, Cypress Creek's floodplain helps filter nutrients in runoff waters. Cypress Creek Well Field serves as an important source of water for the surrounding region and is managed by Tampa Bay Water. Cypress Creek is a tributary of the Hillsborough River. Within the property, the creek threads its way through an expanse of cypress and hardwood forests. Slash pine, longleaf pine, and palmetto grow on the higher ridges, which are collectively known as Florida flatwoods (SWFWMD, n.d. b).

### **Eagle Point Park**

Situated on 661 acres of conservation lands, Eagle Point Park offers 17 acres of developed land for recreation. The park includes canoe/kayak access to the Gulf of Mexico, three docks, and walking trails (Pasco County, n.d. d).

### **Ellie Schiller Homosassa Springs Wildlife State Park**

Homosassa Springs, a first-magnitude freshwater spring, lies at the center of this state park, which also functions as a rehabilitation center for injured and orphaned manatees, birds, and other native wildlife. Manatees are rehabilitated in the freshwater spring before being released back into the wild. Visitors can view manatees and other native species in the semi-natural landscape (Florida State Parks, n.d. b).

### **Fickett Hammock Preserve**

This 149-acre preserve is in the northwestern section of Hernando County. The area, which is designated environmentally sensitive land, features walking trails and bird watching for visitors (Hernando County, n.d. a).

### **Flying Eagle Preserve**

The Flying Eagle Preserve is surrounded by the Tsala Apopka Chain of Lakes and is connected to the Floridan aquifer's hydrologic system. The Withlacoochee River forms a portion of the eastern property boundary and is a vital component of regional drainage and flood conveyance. This property is a mosaic of small lakes, marshes and swamps, with numerous scattered islands of forested uplands. A broad mixture of hardwood and cypress swamps covers the floodplain of the Withlacoochee River (Flying Eagle Preserve, n.d.). The Flying Eagle Wildlife Management Area contains more than 10,000 acres. These lands provide recreation and are managed for aquifer recharge and protection of wildlife, including gopher tortoise, American alligator, swallow-tailed kites, and wild turkey (SWFWMD, 2018c; FWC, n.d. f.).

### **Fort Island Gulf Beach**

This park features a boat ramp and a white-sand beach situated on the Gulf of Mexico. It also includes a wildlife trail and a fishing pier. Fort Island Gulf Beach is listed as one of the Environmental Health Department's Healthy Beaches (Citrus County, n.d.).

### **Gum Slough SWFWMD Conservation Easement**

Gum slough is a conservation easement open to public recreation. This property is over 9,500 acres located in Lake Panasoffkee, Florida. It is bordered to the east by FWC's Half Moon Wildlife Management Area. The acquisition of this property was intended to protect and preserve natural water sources for the Withlacoochee River, Gum Slough and their tributaries. This area is predominantly undeveloped and the



uplands are composed of natural pine flatwoods and oak hammocks. Recreational activities for the public include hiking, biking, equestrian trail riding and fishing. This property is managed as a partnership between Southwest Florida Water Management District, the parcel owners and the Florida Fish and Wildlife Conservation Commission, the primary land managers. (SWFWMD, n.d. c)

#### **Half Moon Wildlife Management Area**

Half Moon is composed of 9,554 acres in Sumter and Marion counties. Florida purchased the Carlton Half Moon Ranch in 1989 to help preserve the water quality of the Withlacoochee River and its tributaries. In 1992, the then-Florida Game and Fresh Water Fish Commission entered a lease agreement with the SWFWMD, and an additional 4,021 acres were added to the management area. Half Moon Wildlife Management Area features pine flatwoods with marshes and oak hammocks. The Withlacoochee River and its hardwood swamp comprise the southern and western borders of the management area. The Gum Slough spring run and its floodplain forest are situated on the northern edge of the property. Scrubby flatwoods and the Mill Creek swamp comprise much of the eastern side. Half Moon also has pockets of baygall, sandhill, and wet flatwoods. Numerous rare plants occur here, including the giant airplant, plume polypody, yellow butterwort, blue butterwort, angle pod, and cardinal flower (FWC, n.d. g).

#### **Hernando Park and Beach**

This three-acre park offers opportunities for swimming, water skiing, fishing, and recreation. It features a beach and fishing pier (Hernando County, n.d. b).

#### **Homosassa Wildlife Management Area**

Homosassa Wildlife Management Area is approximately 5,000 acres located in southwest Citrus County. Predominately forested wetlands planted pines and improved pastures, this public area has designated hiking and biking trails. Hunting is also permitted during designated season with appropriate permits. This WMA is one of seven large tracts that make up the Withlacoochee State Forest. This parcel is managed through a partnership between the Florida Forest Service and FWC (FWC, n.d. j).

#### **Hunter Springs Park**

This park features a spring, about 100 feet offshore, that feeds Crystal River and Kings Bay. There is a small beach at the park and a roped-off swimming area. The park also features a canoe/kayak launch area and a living shoreline. Manatees are frequent visitors to the park in winter months (City of Crystal River, n.d. b).

#### **Janet Butterfield Brooks Wildlife and Environmental Area**

This 319 acre parcel in Hernando County was donated to the state to ensure the preservation of natural and cultural resources for future generations. It is one of the last known tracts of old growth longleaf sandhill forest in the region. At this time, the property is not open to the public and FWC is drafting a 10 year management plan for the resources (FWC, 2021c).

#### **Jay B. Starkey Wilderness Park**

The Jay B. Starkey Wilderness Park is a natural area in southwestern Pasco County made up of nearly 19,000 acres composed of 18 natural community types. The Anclote River, a slow-moving black water stream characterized by turbid acidic water, makes up the southern border of the area. Two historical turpentine camps are located there (Ferguson, 2004). This park consists of three tracts that are managed in partnership by Pasco County and the Southwest Florida Water Management District.

#### **Jenkins Creek Park & Boat Ramp**

This 15-acre park includes freshwater springs, man-made canals, coastal marshes, and access to the Gulf of Mexico. It has a boat ramp for small boats and a fishing pier (Hernando County, n.d. b).

### **Key Vista Park Nature Park**

This park features 101 acres of lands near Rocky Creek, which flows into the Gulf of Mexico. The park features fishing access, nature trails, and a boardwalk that connects to Anclote Gulf Park (Pasco County, n.d. d).

### **Kings Bay Park & Boat Ramp**

Located north of the Hunter Spring Run in Kings Bay, this park includes a fishing dock and a kayak/canoe launch (Citrus County, n.d.).

### **Marjorie Harris Carr Cross Florida Greenway State Recreation and Conservation Land**

Spanning from the Gulf of Mexico on the west coast to the St. Johns River on the east coast, this 110 mile linear trail was created from land associated with the Cross Florida Barge Canal project. The roughly 70,000 acres of conservation land is divided into 17 trail sections and also serves as a significant wildlife corridor. (Florida Historical Society, 2015).

### **Nobleton Wayside Park & Boat Ramp**

This 30-acre park includes water access to the Withlacoochee River, which flows through 13 miles of the Withlacoochee State Forest (Hernando County, n.d. d).

### **Ozello Community Park & Boat Ramp**

Positioned just north of the SMMAP, this park offers a boat ramp for easy access to the Gulf of Mexico (Citrus County, n.d.).

### **Ozello Park Fishing Pier**

The Ozello Pier is a 30-foot wooden fishing pier near the Salt River (Citrus County, n.d.).

### **Pasco County Palms Preserve**

Pasco Palms is composed of native forested wetlands, salt marshes, mixed hardwood pine forests, mangrove swamps, and tidal flats. This coastal property serves as a nesting habitat for migratory birds and listed species including the white ibis and snowy egret. A short nature trail winds through the preserve to an observation deck constructed within a mangrove forest (Pasco County, n.d. e).

### **Potts Preserve**

The wetlands of Potts Preserve play a role in both the Tsala Apopka Chain of Lakes and the Withlacoochee River systems, part of the Floridan aquifer's recharge/discharge system. The site provides habitat to wildlife, including a small population of threatened Florida scrub-jays (SWFWMD, n.d. e).

### **Rogers Park & Boat Ramp**

This three-acre park is on the Weeki Wachee River. It includes a beach, a boat ramp, a canoe/kayak launch, a swimming area, and an observation deck (Hernando County, n.d. b).

### **Two Mile Prairie State Forest**

This property lies along the southern bank of the Withlacoochee River at the northern end of the Tsala Apopka Lake system. The Withlacoochee River is designated as an Outstanding Florida Water, which makes the river highly suitable for recreation, fishing, and wildlife. This location on the river is very attractive to recreational users seeking a canoe paddle or hike along the riverbank. Purchased jointly by the state of Florida and SWFWMD, one of the primary purposes for acquisition of the property is its ability to provide significant water recharge and natural flood control. SWFWMD completed a hydrologic restoration project that allows excess waters from the Hernando Pool to be moved to storage and recharge areas in the Two Mile Prairie marsh system. Ecosystem benefits include wetland restoration, flood protection, and increased groundwater recharge. The Florida Forest Service manages the property as a part of the Withlacoochee State Forest (FDACS, n.d. b; SWFWMD, n.d. f).

### **Weeki Wachee Preserve**

The Weeki Wachee Preserve is an area of protected land owned by SWFWMD that includes over 11,200 acres in Hernando County. It provides a wide array of wildlife habitats, including several miles along the Weeki Wachee River, portions of the Mud River, dense hardwood swamps, freshwater and saltwater marshes, and pine-covered sandhills. The preserve is best known for its Florida black bear population, as well as a popular birding destination. These wetlands transport spring water to the Gulf of Mexico and filter out pollution from runoff before it reaches surrounding water bodies. The preserve also protects native Florida ecosystems that provide water storage during hurricanes to minimize flood risks and buffer nearby residential communities from tropical storm events (SWFWMD, n.d. g).

### **Weeki Wachee Spring State Park**

Weeki Wachee Springs are showcased in this state park and former roadside attraction that features mermaid shows who perform for audiences in an underwater theatre. The park also features a swimming area and boat rides down the Weeki Wachee River. The attraction was first created in 1946. It was purchased in 1959 by the American Broadcasting Company, which hosted underwater shows such as “Alice in Wonderland” and “Peter Pan” in the underwater theatre. In 2007, cave divers discovered an extensive underwater cave system, solidifying Weeki Wachee Spring as the deepest known freshwater cave system in the U.S. (Florida State Parks, n.d. d).

### **Werner-Boyce Salt Springs State Park**

A 351-foot-deep spring is featured in the state park, which runs along the coastline of Pasco County. Wildlife found in the park include gray fox, gopher tortoises, dolphin, bald eagles, roseate spoonbills, and black rail (Florida State Parks, n.d. c).

### **Withlacoochee River Park**

With 406 acres of conservation lands, the Withlacoochee River Park offers opportunities to view wildlife such as bald eagles, Florida panthers, and river otters. The park includes nature trails, a fishing pier, canoe/kayak access, and an observation tower (Pasco County, n.d. d).

### **Withlacoochee State Forest**

Located north of Brooksville, Withlacoochee State Forest is the third largest state forest in Florida. Several waterways flow through the forest, including the Withlacoochee River, Little Withlacoochee River, and Jumper Creek. The forest is managed for timber, wildlife, ecological restoration, and outdoor recreation. Tree species found there include slash pine, longleaf pine, pond cypress, southern magnolia, gum, and hickory. Wildlife found in the area include wild turkey, fox squirrel, and gopher tortoise (FDACS, n.d. b).

### **Yeoman Nature Park**

Located near Crystal River Preserve State Park, Yeoman Park is a nature preserve that includes walking trails and a fishing dock overlooking a creek (Citrus County, n.d.).

### **Yulee Sugar Mill Ruins Historic State Park**

Formerly a sugar plantation owned by David Levy Yulee, this state park spans over 5,100 acres and features historical remains of the plantation, including a steam-driven sugar mill. At one time the plantation was run by more than 1,000 enslaved people. Sugarcane was processed into syrup, molasses, and, eventually, rum. The park is located three miles west of Homosassa Springs (Florida State Parks, n.d. e).

### **3.7 / Surrounding Land Use**

#### **Urbanization**

Citrus, Hernando, and Pasco counties are characterized by a combination of both natural areas and urban development that support recreational, tourism, and other industries. All three counties are growing in terms of development and population. Each county has addressed management of issues that could impact the NCAP area through their comprehensive plans and development codes. A selection of the most relevant codes, requirements, and plans to balance development with the conservation of natural areas are listed below.

#### **Citrus County**

The Land Development Code for Citrus County includes provisions for landscaping, buffering, tree preservation, and stormwater management. Buffer areas are required between agricultural, residential, commercial, and industrial zoning, but not when agricultural areas abut other agricultural areas or when residential areas abut other residential areas. The county's codes note that Florida Friendly Landscaping should be used in these buffer areas whenever possible. Codes for stormwater management call for management to maintain or enhance, groundwater, surface water, and surrounding water bodies (Citrus County, 2016).

#### **Hernando County**

The Hernando County 2040 Comprehensive Plan includes a Coastal Management Element, which addresses coastal resource preservation, coastal zone development, and protection of marine resources. The plan states that county seeks to preserve the functional integrity of Hernando County's coastal ecosystems by managing growth, development, and natural resources. Protections of habitation within the county's Coastal Zone (all areas west of U.S. Highway 19) include wetland protection, prohibiting major water withdrawals from springs and rivers for consumptive use, identifying and protecting important coastal vegetation and wildlife, prohibiting mining and excavation that significantly alters the natural landscape, remediating pollution, and eliminating septic tanks. Additional protections are listed specifically for the Weeki Wachee springs and riverine system. The county also has a Strategic Marine Area Plan that aims to maintain, restore, or create stabilized shorelines, nearshore oyster reefs, and artificial reefs with the purpose of supporting both economic and ecological services (Barshel et al., 2018).

#### **Pasco County**

The Pasco County 2025 Comprehensive Plan includes a section summarizing management of coastal issues. The plan acknowledges that increased development and public use of coastal areas can lead to degradation of natural resources. The plan states that in order to protect coastal resources and public access of coastline within the county, land development will be allowed based on the necessity of the development to water-dependent uses. The plan mentions a Seagrass Protection Zone ordinance, which includes the specific seagrass protection zones that prohibit boating and are marked by signs indicating the protected areas. An educational program for boaters is also included in the ordinance. Mandatory setbacks of development are required near the Anclote, Hillsborough, Pithlachascotee, and Withlacoochee rivers. Setbacks are also required near Outstanding Florida Water, Classified Shellfish Harvesting Areas, natural wetlands, and wetland mitigation areas. Fifty-foot setbacks are required for rivers, Outstanding Florida Waters, shellfish areas, and wetlands. A 25-foot buffer zone is required around wetlands. Other protections within the Pasco County plan for coastal areas include stormwater management, coordination of dredge and fill operations with other state regulatory agencies, limits on artificial waterways, and limits on the construction of wastewater treatment facilities (Pasco County, 2013).

#### **Landscaping**

Traditional landscaping practices can degrade the nutrient quality of soils over time because organic matter, such as grass clippings and leaves, are removed from landscaped areas instead of being left to



decompose. Furthermore, when developed areas are initially constructed, topsoil is scraped from construction sites and saved for later use. As buildings go up, vehicle traffic compacts graded soils, and then lawns are installed around newly developed homes. This process significantly alters soil characteristics, resulting in compacted soil that is limited in the amount of water that it can absorb, leading to increased runoff (Bean et al., 2020). It can take several decades for organic matter to naturally build up again (Cogger, 2005). Soil compaction can also make it difficult for roots to break through densely packed soils. Plants that are unable to reach deeper soils with their roots can become stressed by an inadequate amount of nutrient retention, leading to increased applications of fertilizer and pesticides because stressed plants are most susceptible to pests and diseases. The combination of frequent runoff with increased fertilizer and pesticides can lead to excess nutrients flowing into nearby watersheds. The presence of excess nutrients can lead to algal and aquatic plant growth in surface waters, streams, springs, rivers, and estuaries. Groundwater can also be affected over time (Bean et al., 2020).

Urban soils that have degraded through traditional construction and landscaping activities can be supplemented with organic soil amendments, like compost, to rebuild nutrient content. Adding compost before landscape installation can lead to improved soil quality, increased soil organic matter, increased infiltration, a reduced need for irrigation, and decreased runoff (Bean et al., 2020). A study was conducted in the On Top of the World Communities within nearby Marion County to evaluate the water conservation potential of amended landscapes. Twenty-four lots were included over a two-year period. Lots were either tilled, tilled with compost, or left compacted before irrigation and landscaping was installed. Homeowners were not informed of their lot treatment but were asked to reduce their irrigation run times by 25%. The study found that homeowners with lots amended with compost reduced their irrigation run times by 55% and maintained higher water content than other lots. The addition of compost did not affect the total phosphorous and nitrogen concentrations in leachate (Bean & Radovanovic, 2021). A detailed guide for incorporating soil amendments into urban soils is available through DEP (Bean et al., 2020).

### **Reclaimed Water**

Reclaimed water is wastewater that has been treated after use in residential, commercial, and industrial facilities. Wastewater treatment facilities disinfect the water and remove nutrients and pathogens. Treated water is not considered safe for human consumption in Florida, but it can be used for non-potable uses, such as landscape irrigation, agricultural irrigation, flushing toilets, groundwater recharge, wetlands restoration, and industrial processes (Toor & Lusk, 2020). More than 75% of Florida's reclaimed water is used for agricultural and public land irrigation. Reclaimed water can be higher in salts, nutrients, and synthetic chemicals from pharmaceuticals and household products (known as emerging contaminants) than drinking water. All of these constituents can result in ecological impacts when pumped into agricultural and public lands. Nutrients from reclaimed water can flow into water bodies and feed surface water pollution. Emerging contaminants, though typically present in very small concentrations, can result in impacts on humans and wildlife. Additional research is needed to understand the effects of using reclaimed water more thoroughly for various activities in natural areas (Toor & Lusk, 2020).

### **Septic Systems**

According to the Florida Department of Environmental Protection, approximately one third of Florida's population utilizes onsite septic systems to treat their wastewater needs. This equates to an estimated 2.6 million operational systems in the state. (DEP, 2021). Wastewater from septic systems can carry pathogens, nutrients like nitrogen and phosphorus, and trace organic chemicals that can impact both human health and ecosystem function (Lusk et al., 2017), making it crucial to ensure proper treatment of wastewater (Lusk et al., 2020). Permitting and inspection of septic systems are handled by the Environmental Health Section of the Florida Department of Health (DOH) in each county (DEP, 2021). The DOH hosts a tool called the Florida Water Management Inventory, which maps the known and likely locations of septic tanks throughout the state. A quick survey of the three counties that make up the

preserve show a large portion of areas near the coast that are either known or likely locations of septic tanks. Citrus County includes 44,392 parcels (58.6%) with likely or known septic, and Hernando County includes 46,090 parcels (55.6%) with known or likely septic. Compared to the other two counties, Pasco County has a greater amount of land that is serviced by known sewers — 79,248 parcels (37.7%) have likely or known septic tanks (DOH, 2021).

In Yankeetown, a municipality located in Levy County just north of the Withlacoochee River, an ordinance was passed in 2015 to adapt land use, septic management, and other public facilities to account for climate-related environmental changes in the area. The ordinance mandates that all new septic systems or septic replacements in environmentally sensitive residential areas must use performance-based septic systems that provide secondary treatment that equals 10 milligrams per liter maximum nitrogen. All other new and replacement septic systems in other land use districts are required to meet minimum state standards designated for Outstanding Florida Waters (Town of Yankeetown, 2015).

### **Industry**

Major industries in the NCAP area that could impact natural resources include energy plants, mining, and livestock. A description of some of the most influential operations are listed below.

### **Agriculture**

The Florida Department of Agriculture and Consumer Services (FDACS) estimates statewide agricultural water demand and land use estimates. In 2018, 1.9 million acres of agricultural lands and nearly 400,000 acres of irrigated crop lands were identified in the SWFWMD. Statewide, irrigated crop land is expected to increase by 18,000 acres (1%) by 2045. In the SWFWMD, irrigated lands are expected to decrease by 6,578 acres (2%) by 2045. Of the three counties included in the NCAP, Hernando County is expected to acquire additional irrigated lands by 2045, while Citrus and Pasco Counties will either stay the same or decrease their irrigated acreage. FDACS also estimates water usage for livestock and aquaculture. For 2018, 10.2 million gallons/day (mgd) of water was used by SWFWMD for livestock and 6.3 mgd for aquaculture (FDACS, 2020).

### **Anclote Power Plant**

From 2012 to 2013, Progress Energy Florida, a subsidiary of Duke Energy, converted its power plant in Pasco County to a 100% natural gas facility. The facility previously used both oil and natural gas. The company stated that the conversion is intended to eliminate the emissions of most metals and sulfur dioxide from the plant's steam units (Associated Press, 2012). According to 2015 data from USGS, over 1,775 mgd of saltwater was used to cool power generation facilities in Pasco County that year (Marella & Dixon, 2018). The highest median temperatures in the 10 Anclote Anchorage stations measured by Project COAST were observed at stations near the Anclote Power Plant, influenced by the discharge of cooling water from the plant (Tampa Bay Water, 2003). Thermal effects from the discharge were measured by the Florida Power Corporation between May 1990 and January 1991. The monitoring program found that heat content increased by an average of 2.6% in the warmest summer period and up to 25% in the winter months, producing "extremely variable thermal regimes" in the region (Mote Marine Laboratory, 1991).

### **Cemex and the Camp Castle Mine**

Located in Brooksville, the Camp Castle hard rock mine was created in 1925 by the Camp Concrete Rock Company. The company allowed the Florida Power Corporation to build a dam at the mouth of the Withlacoochee River on the condition that the power would be brought to the mine in Brooksville. The 3,400-acre Lake Rousseau was created by the construction of the Inglis Dam in 1909. The mine began closing in 1938, and a new location called the Cemex complex, situated northwest of Brooksville, began operating. The Cemex complex produces hard rock, cement, clay, lime, electricity, and a variety of concrete products (Camp Castle, 2015).

### **Crystal River Power Plant**

Duke Energy agreed to begin decontaminating and dismantling the Crystal River Nuclear Plant in October 2020 (Duke Energy, 2020). Two retired coal plants are also part of the energy complex. Two active coal plants and two natural gas units are currently operating. The complex sits on a 5,000-acre parcel in Citrus County and includes seven units, four of which are still operating. The facility previously withdrew water from the Gulf as part of the cooling process, but this is no longer a part of the operation's practices — 2011 was the last year water was drawn from the Gulf (personal communication, Enrique Latimer, April 5, 2021). The plants now use closed-cycle cooling, a system where water is alternated between cooling and heating without air contact. However, some power plants in the area continue to use saltwater in their operations. According to USGS data from 2015, 1262 mgd of saltwater was used to cool power generation facilities in Citrus County that year (Marella & Dixon, 2018).

### **Holcim Mining Operations and Cattle**

Holcim owns a tract of land north of the Citrus County line that holds mining operations and cattle ranchlands. Duke Energy is building a solar power plant on Holcim land, near US-19 (personal communication, Enrique Latimer, April 5, 2021).

### **Roadways and Canals**

The Veterans Expressway/Suncoast Parkway is a major roadway in the NCAP area, connecting the Tampa International Airport to the Lecanto area. Canals in the area include the Masaryktown Canal and the remnants of the Cross Florida Barge Canal, which has been made into a public greenway.

### **Cross Florida Barge Canal**

The Cross Florida Barge Canal was a project organized by the Army Corps of Engineers to build a 30-foot-deep waterway across the state in order to save ships several days of travel time, rather than having to travel around the entire peninsula. The canal was intended to begin in Jacksonville and connect through the St. Johns River to the Ocklawaha River, past the Withlacoochee River, and out to the Gulf of Mexico near Yankeetown. Construction of the canal began in 1935 near Ocala and was halted in 1971 after Marjorie Harris Carr and a group of environmental activists argued that the canal would cause irreparable damage to the area's natural ecosystems. This project was officially deauthorized by Congress in 1991. The remnants of the canal are now part of the Marjorie Harris Carr Cross Florida Greenway, a 110-mile linear park of hiking and biking trails (Florida Historical Society, 2015).

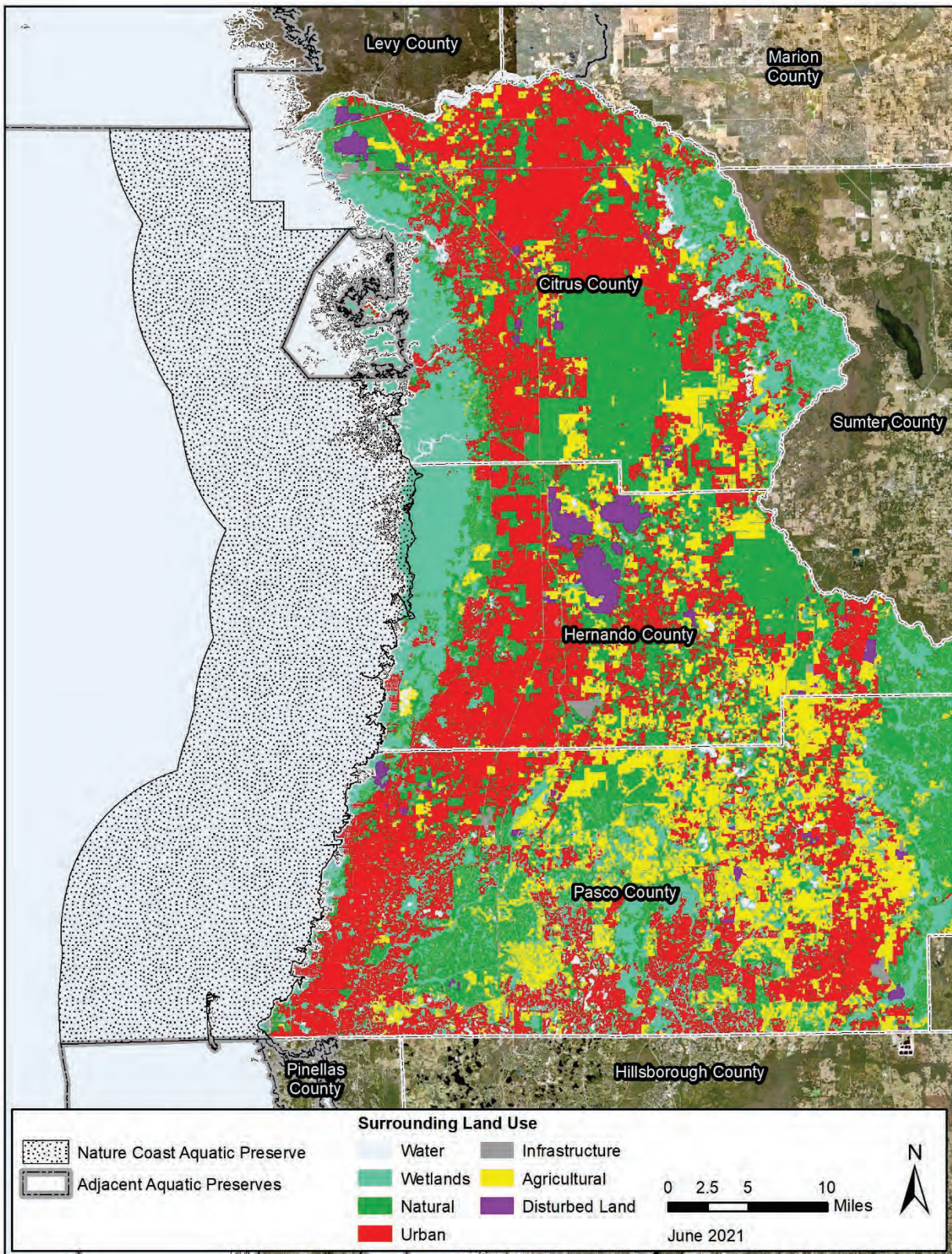
### **Masaryktown Canal**

Construction of the Masaryktown Canal began in 1969 by the SWFWMD (SWFWMD Blog, 2018). The canal is in Pasco County, near the Hernando County border. The canal site is now monitored and maintained by SWFWMD for flood protection with oversight from the USGS Florida Water Science Center (National Water Quality Monitoring Council, 2021).

### **Veterans Expressway/ Suncoast Parkway**

State Road 589, also called the Veterans Expressway, spans from the Tampa International Airport through Hillsborough County. A spur of the expressway, called Suncoast Parkway, then extends through Pasco, Hernando and Citrus counties, reaching State Road 44 (West Gulf to Lake Highway) in Lecanto, Florida. The toll road is operated by Florida's Turnpike Enterprise (AA Roads 589, n.d.).





**Map 11.** Surrounding land use.





## Chapter 4 / The Nature Coast Aquatic Preserve Management

### Programs and Issues

The work performed by the Office of Resilience and Coastal Protection (ORCP) is divided into components called management programs. In this management plan all site operational activities are explained within the following four management programs: Ecosystem Science, Resource Management, Education and Outreach, and Public Use.

The hallmark of Florida's Aquatic Preserve Program is that each site's natural resource management efforts are in direct response to, and designed for, unique local and regional issues. When issues are addressed by an aquatic preserve it allows for an integrated approach by the staff using principles of the Ecosystem Science, Resource Management, Education and Outreach, and Public Use Programs. This complete treatment of issues provides a mechanism through which the goals, objectives and strategies associated with an issue have a greater chance of being met. For instance, an aquatic preserve may address declines in water clarity by monitoring levels of turbidity and chlorophyll (Ecosystem Science - research), planting eroded shorelines with marsh vegetation (Resource Management - habitat restoration), creating a display or program on preventing water quality degradation (Education and Outreach), and offering training to municipal officials on retrofitting storm water facilities to increase levels of treatment (Education and Outreach).

Issue-based management is a means through which any number of partners may become involved with an aquatic preserve in addressing an issue. Partnering is a necessity, and by bringing issues into a

broad public consciousness, partners ensure that a particular issue receives attention from angles that the aquatic preserve may not normally address.

This section will explore issues that impact the management of Nature Coast Aquatic Preserve (NCAP) directly or are of significant local or regional importance that the aquatic preserve's participation in them may prove beneficial. While management focal points may be the same for each preserve, the goals, objectives, and strategies employed to address the focus may vary depending on the ecological and socioeconomic conditions present within and around a particular aquatic preserve's boundary. In this management plan, Nature Coast Aquatic Preserve will characterize each of its issues and delineate the unique goals, objectives and strategies that will set the framework for meeting the challenges presented by the issues.

Each issue will have associated goals, objectives, and strategies. Goals are broad statements of what the organization plans to do and/or enable in the future. Goals should address identified needs and advance the mission of the organization. Objectives are a specific statement of expected results that contribute to the associated goal, and strategies are the general means by which the associated objectives will be met. Appendix D contains a summary table of all the goals, objectives and strategies associated with each issue.

#### **4.1 / The Ecosystem Science Management Program**

The Ecosystem Science Management Program supports science-based management by providing resource mapping, modeling, monitoring, research, and scientific oversight. The primary focus of this program is to support an integrated approach (research, education, and stewardship) for adaptive management of each site's unique natural and cultural resources. ORCP ensures that, when applicable, consistent techniques are used across sites to strengthen Florida's ability to assess the relative condition of coastal and freshwater resources. This enables decision-makers to prioritize restoration and resource protection goals more effectively. In addition, by using the scientific method to create baseline conditions of aquatic habitats, the Ecosystem Science Management Program allows for objective analyses of the changes occurring in the state's natural and cultural resources.

##### **4.1.1 / Background of Ecosystem Science at Nature Coast Aquatic Preserve**

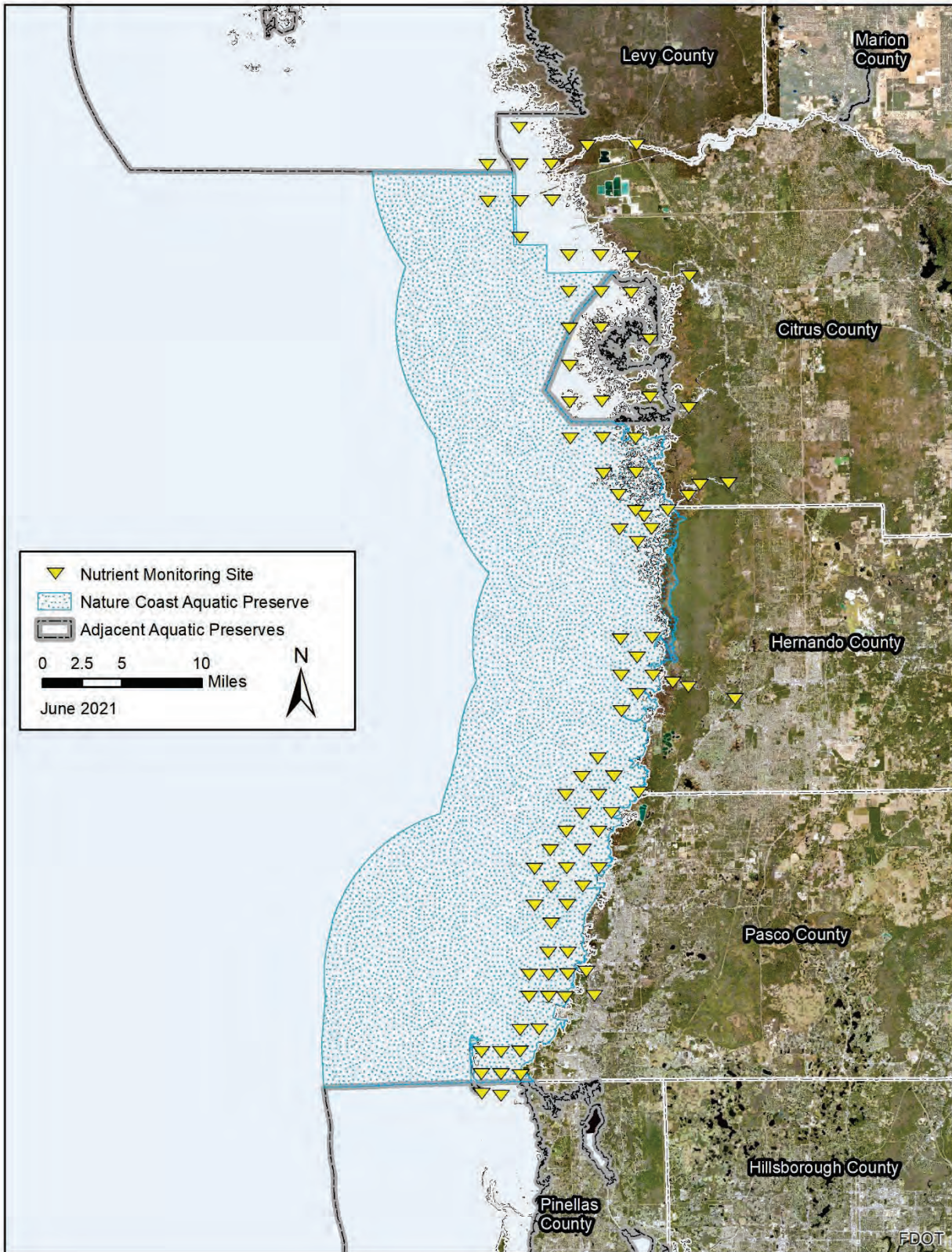
Though NCAP is a newly formed aquatic preserve in Florida, science-based research programs have been present in the area for many years. Background information on some of the relevant ecosystem science programs and projects can be found below.

##### **Project COAST**

Since 1997, the University of Florida (UF) has coordinated a water quality monitoring program called Project COAST (COastal ASsessment Team). For many years, the project collected field samples at up to 90 fixed sites within the NCAP area. Sampling occurred within the Withlacoochee, Crystal, Homosassa, Chassahowitzka and Weeki Wachee River systems from 1997 through 2019. The four river systems located in Pasco County: Aripeka, Hudson, Pithlachascotee and Anclote were historically sampled from 2000- 2012. Within the NCAP, this water quality monitoring program was reinstated in 2021 to include all 90 of these historical COAST stations.

Examples of parameters collected include light attenuation through the water column, temperature, salinity, pH, secchi depth, and dissolved oxygen. Water samples are also filtered and processed for chlorophyll assessment and surface water grab samples are taken for total nitrogen and phosphorous analysis. All COAST samples are processed by UF, and current data is stored in an electronic database which is available to the public upon request. Project COAST has established a baseline dataset that allows resource managers to effectively assess changes in nutrient concentrations and eutrophication, with a focus on shifts in water quality that may negatively affect seagrass beds (Mattson et al., 2007).





**Map 12.** Project COAST water quality monitoring stations.





### **Harmful Algal Bloom/Red Tide Task Force**

FWC coordinates the Harmful Algal Bloom Task Force, which was established in 1999 and reactivated in 2019. The task force works to determine strategies to research, monitor, control, and mitigate red tide and other harmful algal blooms in Florida waters. The Task Force works closely with the Blue Green Algae Task Force and Mote Marine Laboratory's Florida Red Tide Mitigation and Technology Development Initiative to evaluate current policies, procedures, research, and response efforts. They also identify and prioritize actions and make recommendations (FWC, 2019).

### **Seagrass Monitoring and Research**

The west coast of peninsular Florida has a shallow, gently sloping bathymetry that creates a favorable habitat for seagrass meadows. One of the largest contiguous seagrass beds in the US is in this region (Mattson et al., 2007). In 2016, 396,100 acres of seagrass was identified within 14 miles of the shoreline in the Springs Coast area. Large tracts of unmapped areas of seagrass have also been observed further offshore, though these areas are less dense. Since 2007, seagrass cover has increased by 17,290 acres, or .5%/yr, in the area (Yarbro & Carlson, 2018). Seagrass communities are dominated by turtle grass (*Thalassia testudinum*). Other varieties of seagrass occur throughout the region but are less common, such as manatee grass, shoal grass, star grass, and widgeon grass (Yarbro & Carlson, 2018). Seagrass monitoring that occurred within this area is included in FWC's Seagrass integrated Mapping and Monitoring (SIMM) reports.

Seagrasses provide many ecosystem services, including stabilizing sediments, reducing shoreline erosion, sequestering carbon, improving water clarity, and providing habitat for ecologically and economically critical species (Hemminga & Duarte, 2000). Seagrass growing on the Gulf Coast of the



Florida peninsula show variation in morphology, shoot density, growth rates, and elemental composition in relation to a gradient in water column total phosphorous concentrations. Areas with higher total phosphorous produced taller shoots with wide leaves, and shoots were less dense. This is evidence that seagrasses balance shoot morphology and density in relation to phosphorous to maintain growth and survival across a wide range of nutrient supply (Barry et al., 2017).

Seagrasses are influenced by the nutrient loads of coastal rivers that discharge into the Big Bend area. An increase in nutrients in river systems leads to an increase in phytoplankton, which can influence water clarity (Hale et al., 2004). An increase in the abundance of phytoplankton and suspended solids were found to influence the amount of light reaching seagrasses along Florida's central Gulf Coast. Regions fed by rivers higher in color were associated with less seagrasses than regions fed by rivers with little color and sourced by nearby artesian springs (Hale et al., 2004).

Areas with less seagrass on Florida's central Gulf Coast are characterized by higher color and concentrations of nitrogen, phosphorous, and chlorophyll *a*. Light was a limiting factor in seagrass growth, but other factors were found to affect growth as well, such as substrate, temperature, salinity, and dissolved oxygen (Choice et al., 2014). Seagrasses require more light than other photoautotrophs, which means that by ensuring enough light is available for seagrasses, other primary producers will also benefit (Choice et al., 2014).

Connectivity has a greater influence in marine environments than terrestrial areas (Burrows et al., 2011). Seagrass meadows differ depending on what intertidal plant communities are nearby, such as salt marshes and mangroves. Clear differences were seen in the sediment organic matter and net nitrogen gas fluxes between salt marsh, mangrove, and ecotone habitats in the Cedar Key region. The magnitude and direction of these changes were seasonally influenced. Seagrass meadows near mangroves were found to decrease in belowground biomass during the winter, suggesting a vulnerability to stressors associated with mangroves. Slight differences in community assemblages were also seen between intertidal habitats (Sullivan et al., 2021).

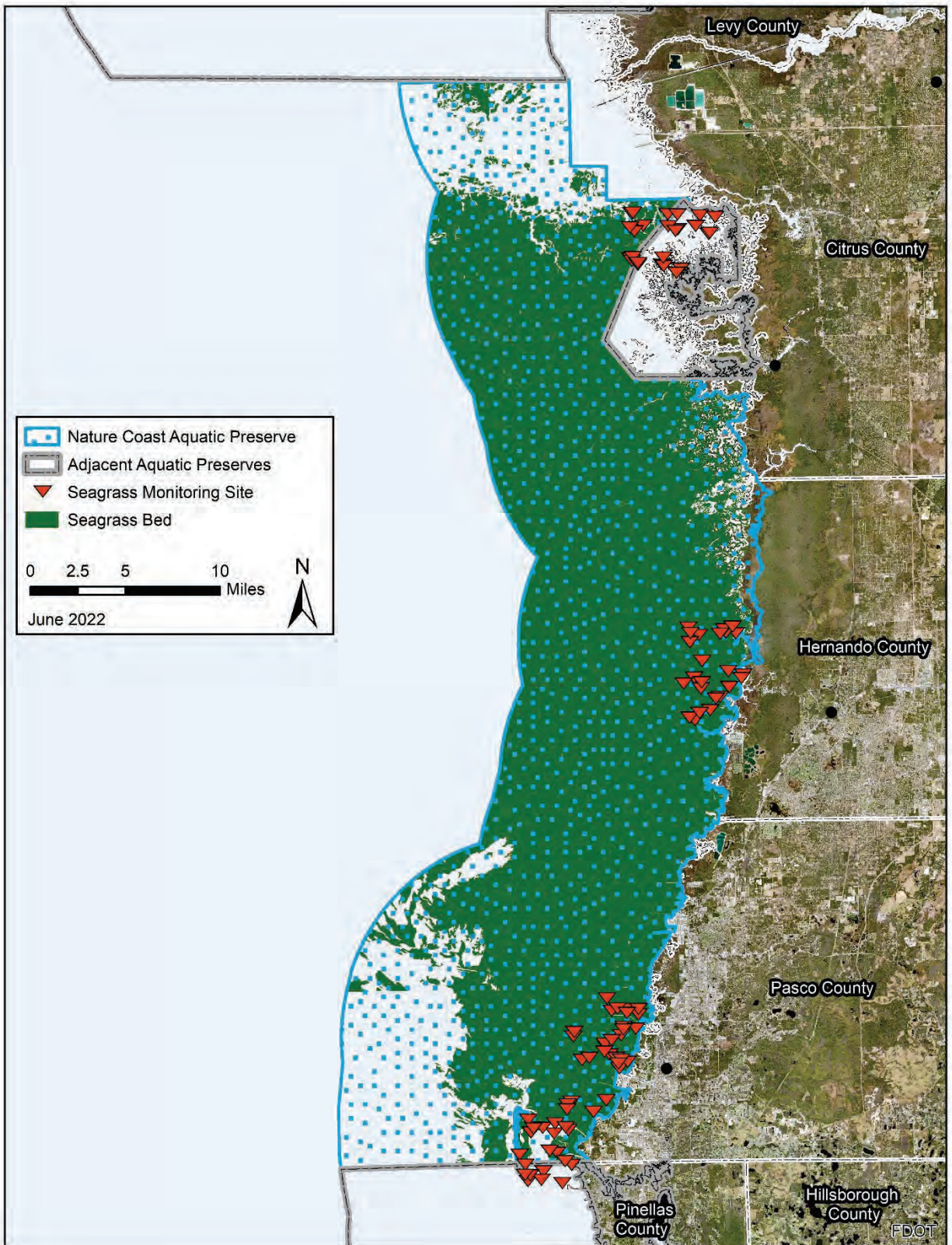
As green turtles become more abundant in the Gulf, seagrass grazing will increase. Turtle grass shows a consistent response from grazing on metabolic carbon capture rates. Rates of metabolic carbon capture are lower in grazed seagrass meadows than ungrazed meadows. However, grazing does not stimulate ecosystem respiration or result in large remineralization of the carbon already stored in seagrass meadows (Johnson et al., 2019).

### **Seagrass Mapping**

The Southwest Florida Water Management District (SWFWMD) maps seagrass in the NCAP area with a hybrid data collection approach every four years. Aerial photographs are collected, interpreted by desktop analysis, and ground truthed in the field (personal communication, Chris Anastasiou, February 24, 2021).

### **Scallop Research and Monitoring**

FWC surveys bay scallop populations in Citrus, Hernando, and Pasco counties each year, although a 2020 survey was not conducted because of restrictions related to COVID-19. Surveys assess scallop abundance in open and closed areas; data can be accessed on scallop abundance in the Gulf region dating back to 2012. The average number of scallops observed per 200 square meters between 2012 and 2019 were 15 for Citrus, 10.3 for Hernando, and 10.4 for Pasco. The averages of all three counties are higher than the number of scallops seen in the region in 2019, which were 4.3 for Citrus, 2 for Hernando, and 6.4 for Pasco (FWC, n.d. a). FWC studies five regions that are closed to scallop harvest on the Gulf Coast, including one in NCAP - the Anclote Keys area in Pinellas and Pasco counties. Scallop densities have increased in these closed areas in the past 10 years because of both prohibited harvest and restoration efforts (FWC, n.d. a).



**Map 13.** Seagrass monitoring locations within the Nature Coast Aquatic Preserve.



## Sponge Research and Restoration

More than 60 species of sponges are found in Florida's hard-bottom communities, but only four species from Florida's Gulf Coast have substantial commercial value (Storr, 1976). Commercially valuable sponge species include the sheepswool sponge (*Hippiospongia lachne*), the yellow sponge (*Spongia Barbara*), the grass sponge (*Spongia graminea*), and the Gulf grass sponge (*Spongia graminea tampa*) (Behringer & Patterson, 2021).

Sponge beds in NCAP provide structural complexity to hard-bottom habitats. The multi-dimensional habitat sponges help to create attracts a variety of organisms, including fish, sea turtles, stone crabs, snapping shrimp, and brittle stars (Tellier et al., 2008). Sponge communities in the Florida Keys have declined in recent years because of eutrophication, disease, commercial fishing, and persistent algal blooms, especially cyanobacteria. Restoration efforts have been attempted in the Florida Keys following repeated die-off events but were largely unsuccessful due to impacts from persistent algal blooms (Behringer & Patterson, 2021). Along Florida's Gulf Coast cyanobacteria blooms are uncommon. In their place are red tide blooms from the toxic algae *Karenia brevis*. The red tides produced from blooms of this algae are not associated with sponge die-offs, and instead, sponges may help filter red tide algae from the water column (Echevarria et al., 2012).

A sponge research and restoration project is underway in Hernando County based on the research described here. The project will survey offshore sponge populations, prioritize species for restoration, test aquaculture methods and locations, and use the most successful methods to restore local sponge beds (Behringer & Patterson, 2021). Sponge restoration is also supported by the Pinellas County and Boca Ciega Bay Aquatic Preserves (PCBCBAP) management plan. The plan sets goals to assist with restoration of damaged resources, seek recommendations for restoration, and create and maintain a database of possible mitigation projects designed to restore damaged areas. The plan also encourages research from outside organizations, such as academic institutions (DEP, 2018d).

## Fish Community Assessment

Collaborative efforts between the SWFWMD and FWC conducted summer and winter fish surveys of the first magnitude springs systems in the NCAP region from 2013 through 2019 (Johnson et al. 2019). Since then, these important surveys to monitor the status of the fish community recently resumed and are



expected to be conducted every 3-5 years in the near future (personal communication, Kym Rouse Holzwart, May, 2022).

FWC is leading a project in the Homosassa River system that uses acoustic telemetry, electrofishing, mark-recapture, habitat assessment, and abiotic measurements to investigate the increase in marine fish during winter months and their potential effects on freshwater fish. Biologists are using an ecosystem-based approach aimed at protecting species dependent upon the health of this freshwater environment for forage, refuge, and reproduction. As of September 2021, this research was still in progress (Dluzniewski, 2019; Allen et al., 2022).

Current research is being conducted, due to the establishment of Common Snook populations in the NCAP region and their use of spring systems as thermal refuge during the winter months, to collect the necessary information on Common Snook movement, behavior, and habitat use. One collaborative example being that the SWFWMD, FWC, and UF IFAS Nature Coast Biological Station recently began a multi-year acoustic telemetry project in Kings Bay/Crystal River to track the effects of water temperature on Common Snook movement, behavior, and habitat use (personal communication, Kym Rouse Holzwart, May, 2022).

### **Marine Turtle Research**

In-water Research Group first conducted vessel-based visual surveys in the preserve area in 2012 and identified exceptionally high numbers of marine turtles in the waters between the Crystal and Homosassa Rivers. This led to the expansion of the project and commencement of marine turtle surveys and captures. Since then, we have completed over 300 miles of transects in the area and have made over 800 turtle sightings. Consequently, we have captured 450 turtles of four species (241 green turtles, 184 Kemp's ridleys, 24 loggerheads, 1 hawksbill) ranging from juvenile to adult size classes. This work resulted in a 2021 publication where density, distribution, demographics, disease prevalence and genetic contribution was described for each of the species found in the area<sup>3</sup>. We also discovered unexpectedly high rates of green turtles with debilitating fibropapilloma tumors. While the waters of the preserve appear relatively pristine with dense seagrass and sponge beds, green turtles have a disease prevalence at a rate expected in degraded or polluted areas<sup>4</sup>. Additionally, loggerhead turtles tested positive for the disease but did not exhibit the debilitating tumors seen on green turtles.

#### **4.1.2 / Current Status of Ecosystem Science at Nature Coast Aquatic Preserve**

The NCAP was designated in June 2020. DEP oversees management of the NCAP and contracts with UF for staffing support for water quality and seagrass monitoring programs. The ecosystem science activities outlined in this section have been prioritized by NCAP staff with input from the advisory committee and the public. The order in which they are viewed does not reflect their significance to this management plan or DEP. As possible, NCAP staff will collect water quality and seagrass data to contribute to ongoing monitoring of aquatic systems in the NCAP area.

#### **4.1.3 / Ecosystem Science Issue**

##### **Issue One: Water Resources**

Water resource conditions are known to directly affect the health and productivity of Florida's submerged coastal resources. Water quantity assessment and continuous monitoring of water quality within the Nature Coast Aquatic Preserve can provide vital insight to impacts both natural and human related events may have to the coastal communities.

Researchers and resource managers around the state use water quality datasets to determine both short- and long-term changes to abiotic parameters such as turbidity or salinity. An increase in freshwater input from high rain events can increase turbidity over an extended time, resulting in a notable decline in seagrass. This is due to the lack of sunlight able to penetrate through the water column,



inhibiting the seagrass' ability to photosynthesize. Once the waterway has time to stabilize, the seagrass can potentially recover on its own, once the turbidity clears. Trends like this, once identified, can then be applied to explain community changes, and will be used to guide managers in future resource management decisions.

As the Nature Coast Aquatic Preserve was recently designated and this is the first management plan created, current water quality monitoring efforts are still being developed. To properly assess water quality conditions within the NCAP, assessment of historical datasets and efforts of partners will need to be analyzed. DEP's Statewide Ecosystem Assessment of Coastal and Aquatic Resources (SEACAR) database is one of many data inventories that will be utilized for these assessments. NCAP staff can then begin the establishment of a long-term datasets, which will be crucial in guiding management decisions and protecting these valuable natural resources. In addition to gathering necessary data, partner collaboration (or interagency collaboration) and disseminating (publicizing) this data will also be a primary focus attributed to the future management of the NCAP.

**Goal One:** Assess and define water quality and quantity monitoring needs.

**Objective One:** Identify existing water quality monitoring programs, catalog the parameters being recorded and identify essential data gaps within the NCAP and its contributing tributaries.

**Integrated Strategy:** Communicate with partners, like Southwest Florida Water Management District, to determine current and historical locations of continuous water quality monitoring station locations within the NCAP.

**Integrated Strategy:** Communicate with partners, like DEP's Division of Environmental Assessment and Restoration (DEAR), to determine current and historical locations of water quality nutrient monitoring site locations within the NCAP.

**Integrated Strategy:** Identify and compare nutrient monitoring efforts with partner efforts, like DEP's DEAR nutrient monitoring program, to determine overlap/gaps.

**Integrated Strategy:** Identify and collaborate with citizen science programs collecting relevant data within the NCAP.

**Goal One, Objective One - Performance Measure One:** Identify water quality efforts within the NCAP and compile an internal report of findings to better determine area needs within one year of plan adoption.

**Objective Two:** Identify and formulate options relating to historical programs and data gaps associated with water resources within the aquatic preserve boundaries and its contributing tributaries.

**Integrated Strategy:** Assess feasibility of restarting historical data collection at locations that are relevant to maintaining a sound baseline dataset for the NCAP.

**Integrated Strategy:** Determine if current sampling efforts are sufficient, and if not – develop and propose a revised plan of action.

**Goal One, Objective Two - Performance Measure One:** In coordination with partners, create a monitoring plan complete with sampling timeline and execution strategy within one year of plan adoption.

**Goal Two:** Expand strategic long-term continuous water quality monitoring efforts within NCAP to assist in the identification and future management of issues relating to the aquatic preserve's submerged resources.

**Objective One:** Establish a reliable baseline dataset to assess and monitor water quality within the Nature Coast Aquatic Preserve.

**Integrated Strategy:** Identify appropriate continuous water quality monitoring station locations.

**Integrated Strategy:** Apply for appropriate funding sources to obtain necessary equipment, as well as maintenance supplies, to install and maintain an appropriate number of continuous water quality monitoring stations.

**Integrated Strategy:** Coordinate with appropriate agencies to determine if the installation of supplemental equipment (e.g flow meters) at continuous monitoring stations is needed to assess water quantity or other supplemental parameters where applicable.

**Goal Two, Objective One - Performance Measure One:** Develop an annual data brief detailing station location, outside funding sources, scientific results, and recommendations regarding the water quality within NCAP.

## **Issue Two: Protection and Management of Submerged Resources**

Submerged resources around the state face unique challenges based on their geographic locations. The location of the Nature Coast Aquatic Preserve presents the benefit of remoteness which has allowed for almost pristine coastal conditions. The designation as an aquatic preserve arrived in a timely manner to allow resource managers the ability to establish monitoring criteria to ensure this area thrives for future generations to enjoy. Submerged resources include, but are not limited to seagrass meadows, oyster reefs, hardbottom structure, sponge communities and macroalgae beds.

Nature Coast Aquatic Preserve's natural and cultural resources have been the focus of researchers and neighboring resource managers for many years prior to being designated as an aquatic preserve. Analyzing historical and current mapping, modeling and research efforts will greatly benefit the NCAP to advance and prioritize these efforts. Developing a knowledgeable steering committee to provide ongoing input on the science-based management within the aquatic preserve will promote robust collaboration of resources and also ensure that future threats and impacts are identified in a timely manner.

**Goal One:** Assess historical and present condition of submerged resources to guide management decisions within the Nature Coast Aquatic Preserve.

**Objective One:** Identify and formulate monitoring programs to assess status and trends associated with submerged resources within NCAP.

**Integrated Strategy:** Coordinate with agencies and other groups monitoring submerged resources within the NCAP.

**Integrated Strategy:** Participate in and / or host interagency collaborative meetings focusing on submerged resources to ensure data gaps and duplicate efforts are addressed and data is shared in a timely manner (e.g., SIMM).

**Integrated Strategy:** Assess feasibility of restarting historical data collection at locations that are relevant to maintaining a sound baseline dataset for NCAP.

**Integrated Strategy:** Determine if current sampling efforts are sufficient, and if not, develop and propose a revised plan of action.

**Goal One, Objective One - Performance Measure One:** Identify submerged resource monitoring efforts within the NCAP and compile an internal report of findings identifying needs within one year of plan adoption.

**Goal One, Objective One - Performance Measure Two:** In coordination with partners, create a monitoring plan complete with sampling timeline and execution strategy within two years of plan adoption.

**Objective Two:** Determine the status of intertidal natural resource communities within NCAP.

**Integrated Strategy:** Assess the need for, and determine the feasibility of establishing mapping and/or monitoring programs for oyster reef, salt marsh and mangrove island habitats within NCAP.

**Integrated Strategy:** Leverage interagency collaboration to assist with mapping and monitoring of intertidal communities.

**Integrated Strategy:** Participate in and/or host interagency collaborative meetings focusing on intertidal communities (e.g., OIMMP, CHIMMP).

**Goal One, Objective Two - Performance Measure One:** Identify intertidal monitoring efforts within the NCAP and compile an internal report of findings to better determine area needs within one year of plan adoption.

**Goal One, Objective Two - Performance Measure Two:** Attend appropriate subject matter meetings/workshops throughout the duration of the plan to ensure monitoring efforts of these resources remain comparable and are represented appropriately; reduce gaps and duplication.

**Objective Three:** Identify current and potential future threats and impacts to the natural communities within NCAP.

**Integrated Strategy:** Develop a steering committee of academic experts and resource managers to promote robust collaboration of efforts and to identify threats and impacts before or as they occur.

**Integrated Strategy:** Coordinate with agencies and other groups currently monitoring submerged resources within the NCAP to ensure threat or impact indicators are captured in monitoring datasets.

**Goal One, Objective Three - Performance Measure One:** In coordination with partners, create a monitoring plan complete with sampling timeline and execution strategy within two years of plan adoption.

**Goal One, Objective Three - Performance Measure Two:** Attend or host appropriate subject matter meetings/workshops throughout the duration of the plan to ensure identified threats and impacts remain topics of focus.

### Issue Three: Climate Change

The Gulf Coast has seen a substantial increase in sea level in the past century. According to a tide station in Cedar Key, Florida (approximately 48 miles from the northern edge of the NCAP), mean sea level increased by an average 1.93 mm/year between 1914 and 2013 (NOAA, 2013). An analysis of the transition of the intertidal area in the Big Bend region over the last 120 years, showed a 9% decrease of tidal marsh to open water, which led to a forest-to-marsh transition and a 23% increase in coastal lowlands (Raabe & Stumpf, 2016).

Fish assemblages offshore and in the Gulf of Mexico estuary have resulted in northward shifts in recent years because of environmental changes linked to a warming climate. A study comparing the fish species present within seagrass meadows in the northern Gulf of Mexico between the 1970s and mid-2000s found significant shifts in the presence and abundance of saltwater fishes. Fish observed that were completely absent from the 1970s data included lane snapper (*Lutjanus synagris*), red grouper (*Epinephelus morio*), spotfin butterflyfish (*Chaetodeon ocellatus*), grouper (*Mycteroperca sp.*), rock sea bass (*Centropristis philadelphica*), bluespotted cornetfish (*Fistularia tabacaria*), yellowtail snapper (*Ocyurus chrysurus*), bluehead wrasse (*Thalassoma bifasciatum*), and spotlight parrotfish (*Sparisoma viride*). Other species increased in abundance, including gag grouper (*Mycteroperca microlepis*), gray snapper (*Lutjanus griseus*), and emerald parrotfish (*Nicholsina usta*) (Fodrie et al., 2010). The common

snook (*Centropomus undecimalis*) has also expanded northward, with snook from all life stages found in the Lower Suwannee River region in 2018. The presence of snook in the region is likely to lead to shifts in habitat as well as the food web of the region (Purtlebaugh et al., 2020). A northward expansion of mangrove forests has also been seen on the Gulf Coast; these shifts are consistent with changes in temperature thresholds (Saintilan et al., 2014).

Marine turtles utilize various habitats within the aquatic preserve and are an integral part of multiple ecological cycles. The abundance and health of marine turtles within the aquatic preserve can act as an indicator to the overall health of the preserve that is easily understandable by stakeholders. Paired with other relatable indicators, such as charismatic megafauna (elasmobranchs, manatees), recreational and commercial fish species (scallops, sea trout, redfish), and habitats (hectares of seagrass, sponge bed), stakeholders will be able to understand tangible changes within the aquatic preserve that represent its overall health.

Sea level rise has led to both short and long-term changes in plant assemblages along the Florida Gulf Coast. The freshwater forest islands that dot the Gulf Coast in the Big Bend region and further south have changed in recent years as tree species decline in response to salt stress. Between 1992 and 2014, tidal flooding of these forest islands increased by 22% to 117% in 13 plots studied in Waccasassa Bay Preserve State Park, located several miles north of the northern boundary of NCAP. Tree species, especially cabbage palm (*Sabal palmetto*) and southern red cedar (*Juniperus virginiana*) decreased alongside flooding (Langston et al., 2017).

Climate change impacts will also affect freshwater ecosystems, producing effects that will flow downstream to Gulf Coast habitats. Many of these effects will exacerbate current anthropogenic stressors. Anticipated ecological effects to freshwater ecosystems in the Gulf Coast region include reductions in habitat for freshwater organisms, in water quality, and in organic matter storage. Subtropical species, including invasive species that are currently confined to South Florida, will shift northwards. Wetlands will expand alongside increased runoff from urban and agricultural areas, which will result in changes in the salinity regimes of coastal areas (Mulholland et al., 1997).

In recent years, submerged aquatic vegetation has shifted globally from rooted macrophytes, such as sea grass species, to filamentous macroalgae. Research on submerged aquatic vegetation in spring-fed rivers in Florida revealed that this shift in habitat type will likely have impacts on communities of small fish and macroinvertebrates, as well as the species that feed on these species. While habitats characterized by filamentous algae supported an equal or greater number of small fish and macroinvertebrates than habitats of rooted macrophytes, a less diverse assemblage was present in algae-dominated habitats. Furthermore, a shift from grasses to algae may be a sign of an eventual shift to unvegetated substrate, which would likely lead to more dramatic declines in fish and macroinvertebrate abundance (Camp et al., 2014).

Impacts to urban and residential areas is likely alongside climate change shifts as well. An analysis of sea level rise impacts on Port Richey and New Port Richey, two municipalities in western Pasco County, show that the coastal flooding associated with half a meter of sea-level rise would lead to nearly 50% land loss and \$217,108,692 in property loss. The areas that would lead to greater vulnerability in local communities were located primarily near floodplains and the coast, west of U.S. Highway 19. A high population of disabled community members live in this area, placing them at elevated an elevated risk in sea-level rise scenarios of half a meter or greater (Harris, 2017).

With recent studies confirming shifts in both habitat and community structure, it is essential for the Nature Coast Aquatic Preserve to address climate change in a proactive manner. Utilizing the Nature Coast as a whole to better understand the effects and begin to offset the impacts will be a main focal point for this aquatic preserve.

**Goal One:** Ensure that the NCAP remains resilient to expected impacts from climate change, including tropicalization and climate-induced habitat migration.



**Objective One:** Track and predict climate factors such as sea level rise, increases in sea surface temperature, storm frequency and intensity and alterations in drought/flood cycles as they pertain to all NCAP's submerged and coastal resources.

**Integrated Strategy:** Expand and build new collaborative research and monitoring partnerships with universities, their research stations, and other state agency programs, whereby data collection, research equipment, volunteers, student training, and other human resources are shared to achieve monitoring objectives.

**Integrated Strategy:** Develop a steering committee of academic experts and resource managers to review climate-related ecosystem research in the region and provide science-based guidance for submerged resource management planning and program development.

**Goal One, Objective One - Performance Measure One:** Host a regional climate change / resiliency kickoff workshop to engage potential steering committee members and gather existing data on related subject matter pertaining to the Nature Coast Aquatic Preserve within the first two years of plan adoption.

**Goal One, Objective One - Performance Measure Two:** Coordinate a steering committee that will meet at least once per year to provide science-based guidance for submerged resource management planning and program development and facilitate future modeling efforts.

**Objective Two:** Establish processes to track and predict climate-driven changes to all NCAP's submerged resources to guide adaptive management approaches.

**Integrated Strategy:** Establish monitoring for tidally influenced communities, like salt marsh and mangroves, to better understand factors such as accretion and erosion rates and habitat transitions/migrations (e.g., mangrove encroachment or uplands to salt marsh/mangroves).

**Integrated Strategy:** Review and incorporate partner projects to develop recommendations and incorporate adaptive planning tools that address shifting submerged resources (e.g., USFWS/ANERR SET stations, FWC Estuary Restoration Teams to support habitat suitability modelling).

**Integrated Strategy:** Explore citizen science data collection to augment research and monitoring programs (examples: temperature, water levels, climate-driven species shifts, photo posts, drone imagery or other parameters like elevation, pre-post storm documentation).

**Integrated Strategy:** Identify knowledge gaps in climate-vulnerable resources including seagrasses and western offshore regions of stony corals, hardbottom, and sponge habitats. Pursue collaborative research to address gaps.

**Integrated Strategy:** Work with partners to model the impact of sea level rise on the NCAP's submerged lands and resources including documented cultural sites and tidal wetlands using the most appropriate models and frameworks (e.g., NOAA 2040 and 2070 predictions).

**Integrated Strategy:** Based on predictive modeling, identify areas where submerged and intertidal habitats will be likely to shift due to sea level rise and apply a response framework (e.g., RAD, stakeholder-driven adaption plan) to guide resource management decisions.

**Integrated Strategy:** Identify known submerged and intertidal cultural resource sites that may be affected by climate change impacts such as sea level rise and storm damage and consult with cultural resource partners to determine priorities for documenting and, if warranted, protecting at risk sites due to climate change.

**Goal One, Objective Two - Performance Measure One:** Implement monitoring procedures for climate sensitive habitats at strategic locations throughout the NCAP and

compile data into a technical report to be shared with collaborative science participants as updates are available.

**Goal One, Objective Two – Performance Measure Two:** Share or present model findings to the steering committee and other appropriate groups throughout the duration of the plan to ensure risks to resources are communicated and are acted upon appropriately.

## **4.2 / The Resource Management Program**

The Resource Management Program addresses how ORCP manages the Nature Coast Aquatic Preserve and its resources. The primary concept of Nature Coast Aquatic Preserve Resource Management projects and activities are guided by ORCP's mission statement: "Conserving, protecting, restoring, and improving the resilience of Florida's coastal, aquatic, and ocean resources for the benefit of people and the environment." ORCP's sites accomplish resource management by physically conducting management activities on the resources for which they have direct management responsibility, and by influencing the activities of others within and adjacent to their managed areas and within their watershed. Watershed and adjacent area management activities, and the resultant changes in environmental conditions, affect the condition and management of the resources within their boundaries. ORCP managed areas are especially sensitive to upstream activities affecting water quality and quantity. ORCP works to ensure that the most effective and efficient techniques used in management activities are used consistently within our sites, throughout our program and, when possible, throughout the state. Focusing on Ecosystem Science, Education and Outreach and Public Use as guidance and support to the Resource Management Program. These programs work together to provide direction to the various agencies that manage adjacent properties, our partners and our stakeholders. The Nature Coast Aquatic Preserve also collaborates with these groups by reviewing various protected area management plans. The sound science provided by the Ecosystem Science Program is critical in the development of effective management projects and decisions. The nature and condition of natural and cultural resources within the Nature Coast Aquatic Preserve are diverse. This section explains the history and current status of our Resource Management efforts.

### **4.2.1 / Background of Resource Management at Nature Coast Aquatic Preserve**

#### **Basin Management Action Plans**

DEP manages three Basin Management Action Plans (BMAP) in the NCAP region: Crystal River/Kings Bay, Chassahowitzka/Homossassa, and Weeki Wachee. As DEP continues to assess resource conditions associated with the Nature Coast Aquatic Preserve, changes may occur to existing BMAP's. The creation of new TMDLs and establishment of new BMAPs are possible.

#### **Crystal River/Kings Bay**

The Crystal River/Kings Bay Basin Management Action Plan area consists of 178,753 acres located in Citrus County. The BMAP area contains the Crystal River/Kings Bay spring complex, which has more than 70 springs that account for 99% of the fresh water entering the 600-acre Kings Bay. The Priority Focus Area includes the majority of the BMAP area, except for the water discharge area along the Gulf Coast and portions of the southern and eastern springshed that have lower recharge characteristics as well as fewer nitrogen sources. The Priority Focus Area represents the area in the basin where the aquifer is most vulnerable to inputs and where there are the most connections between groundwater and the springs. DEP set nitrate and orthophosphate water quality restoration targets for five springs in the Kings Bay Spring Group and total nitrogen and total phosphorus targets for Kings Bay. In 2014, DEP adopted total maximum daily loads of 0.23 milligrams per liter (mg/L) of nitrate and 0.028 mg/L of orthophosphate at the five spring vents, and TMDLs of 0.28 mg/L of total nitrogen (TN) and 0.032 mg/L of TP for Kings Bay (DEP, 2018b).



### **Chassahowitzka/Homosassa**

The Chassahowitzka/Homosassa basin management action plan comprises 340,609 acres located in southern Citrus County, including the city of Inverness, and northern Hernando County, as well as a portion of the city of Brooksville. The BMAP area contains both the Homosassa Spring Group, comprised of numerous springs that are the source waters for the Homosassa River, and the Chassahowitzka Spring Group, comprised of six springs that make up the headwaters of the Chassahowitzka River (an impaired Outstanding Florida Water), that discharges into the Gulf of Mexico. The Priority Focus Area comprises 77,732 acres and includes a region in the western part of the Homosassa Springshed (36,961 acres) and Chassahowitzka Springshed (40,771 acres) that are subareas within the BMAP boundary. The Priority Focus Area represents the area in the basin where the aquifer is most vulnerable to inputs and where there are the most connections between groundwater and the springs. DEP adopted nutrient TMDLs for the Homosassa Spring Group, Chassahowitzka Spring Group, and Chassahowitzka River-Baird Creek in 2014. The TMDLs established a monthly average nitrate target of 0.23 milligrams per liter (mg/L) for Homosassa Spring Group and Chassahowitzka Spring Group and a total nitrogen water quality target of 0.25 mg/L for Chassahowitzka River-Baird Creek (DEP, 2018c).

### **Weeki Wachee**

The Weeki Wachee Basin Management Action Plan area consists of 200,474 acres located in southern Hernando County, including a portion of the city of Brooksville, and northern Pasco County. The BMAP area contains the Weeki Wachee Spring Group which is composed of a single, large main spring and numerous smaller springs spread over an area of nearly five square miles. Weeki Wachee Spring is the primary source of the Weeki Wachee River and the largest spring (by discharge) in the group. The BMAP area also contains Magnolia-Aripeka Springs Group; Mud Spring, Salt Spring, Wilderness Spring; and Jenkins Creek Spring which are located within the Weeki Wachee riverine system Outstanding Florida Water boundaries. The Priority Focus Area comprises 90,415 acres and includes a region in the western part of the springshed for Weeki Wachee Spring. The Priority Focus Area represents the area in the basin

where the aquifer is most vulnerable to inputs and where there are the most connections between groundwater and the springs. DEP adopted nutrient total maximum daily loads for Weeki Wachee Spring and Weeki Wachee River in 2014. The TMDLs established monthly average nitrate targets of 0.28 milligrams per liter (mg/L) for Weeki Wachee Spring and 0.20 mg/L for Weeki Wachee River. DEP adopted nitrate targets of 0.23 mg/L for Magnolia-Aripeka Springs Group; WildernessMud-Salt Springs Group; and Jenkins Creek Spring through adoption of TMDLs in 2016 (DEP, 2018e).

## **H2OSAV**

UF/IFAS Extension hosts this program to promote water conservation, which uses metered water data to inform utilities, extension agents, and the publication about their water consumption. H<sub>2</sub>OSAV stands for Water Savings, Analytics, and Verification. Updated information on water use is incorporated into an online tool that can display information across multi-year timeframes and allows for comparisons of water use before and after retrofit programs and land development policies have been implemented (UF/IFAS, 2021c).

## **Inshore Artificial Reefs**

The Citrus County Aquatic Services department has applied for funds from the RESTORE Act to create 10 inshore artificial reefs and one offshore reef, which will be managed to support fisheries enhancement (personal communication, Mark Edwards, February 11, 2021). In Hernando County, RESTORE funds have also been used to fund artificial reefs, including oyster reefs and living shorelines. Hernando County Aquatic Services continues monitoring those sites (personal communication, Keith Kolasa, February 11, 2021).

## **Scallop Restoration**

FWC surveys bay scallop populations in Citrus, Hernando, and Pasco counties each year (FWC, n.d. a). A three-year restoration project was undertaken in Tampa Bay, Anclote River, Homosassa River, and Crystal River in the late 1990s after scallop populations had decreased to the point of threatening the local recreational fishery. Wild adult scallops were collected and then induced to spawn in a laboratory. In the first year, ~1,100 scallops survived and spawned, ~4,700 in the second year, and 12,000 in the third year (Arnold et al., 2005). More successful restoration was seen from placing scallop cages at lower densities, leading to increased growth and survival though this placement did not lead to more live scallops during spawning. Scallops were less likely to survive, and the survivors grew more slowly if they were placed directly on substrate compared to being placed in a seagrass bed or being elevated above substrate (Arnold et al., 2005).

## **Springs Coast Steering, Management, and Technical Committees**

The Springs Coast Steering Committee through the SWFWMD has created a series of committees to review technical data about the springs system and make recommendations in the Springs Coast region. The committees of representatives from local organizations and stakeholder groups makes recommendations to the steering committee on how to best develop management plans that specifically address issues and solutions for each spring system. A public meeting is held periodically and is accessible via a virtual format (SWFWMD, 2021).

### **4.2.2 / Current Status of Resource Management at Nature Coast Aquatic Preserve**

The NCAP designated in June 2020. DEP oversees management of the NCAP and contracts with UF for staffing support for water quality and seagrass monitoring programs. The resource management activities outlined in this section have been prioritized by NCAP staff with input from the advisory committee and the public. The order in which they are viewed does not reflect their significance to this management plan or DEP. As possible, NCAP staff will collect water quality and seagrass data to contribute to ongoing monitoring of aquatic systems in the NCAP area.



#### 4.2.3 / Resource Management Issue

##### Issue One: Water Resources

There are multiple factors that can influence water quality in coastal ecosystems including land management practices, rainfall patterns, environmental context, and major storm events. An increase in nutrient loading related to land use change, population growth, and other anthropogenic factors has the potential to increase light attenuation by washing pollutants into coastal zones and fueling algal growth, potentially leading to harmful algal blooms. Water color, a measure of dissolved humic substances, can increase following significant rain events. Increased algal growth and color can shade out submerged vegetation if an event is long-lasting or if events are frequent. Large-scale storms can lead to erosion and resuspension of sediments, reducing light availability further. For these reasons, it is critical to maintain a water quality regime that promotes submerged vegetation survival and growth and sustains water clarity. Early detection of changes in nutrient regimes could be the key in mitigating these issues before they cause long-term damage. Regular long-term monitoring for nutrients, chlorophyll-a, and physio-chemical parameters will define baseline water quality status and are essential for determining if there are changes occurring over time. Working with upstream managing entities to ensure the freshwater supply entering the Nature Coast Aquatic Preserve will play a pivotal role in the long-term management of this important area.

NCAP staff will ensure that the aquatic preserve's water resources maintain or exceed their current designations by conducting appropriate water quality monitoring practices, such as nutrient monitoring and harmful algae bloom sampling, remaining involved with land-based influences, and integrative adaptive management strategies throughout the region.

**Goal Three:** Ensure that NCAP waters meet or exceed water quality standards associated with their designated use as Class II and III waters, and that those that currently exceed the designated use are not degraded below their ambient condition pursuant to NCAP's status as an Outstanding Florida Water

**Objective One:** Identify trends, changes, and needs within the NCAP's waters.

**Integrated Strategy:** Assist with and utilize data from the FWC-FWRI Harmful Algal Bloom program to monitor for changes.

**Integrated Strategy:** Conduct nutrient monitoring and analyze data for system health assessments. Utilize partner data in annual analysis. (e.g., Project COAST, DEP DEAR nutrient sampling, SWFWMD sampling).

**Integrated Strategy:** Develop adaptive management strategies to address and improve water quality components that exceed benchmark/threshold criteria.

**Integrated Strategy:** Conduct appropriate short term/temporary monitoring or disaster response monitoring to inform efforts to mitigate environmental threats in collaboration with partners.

**Goal Three, Objective One - Performance Measure One:** Compile data and conduct analysis annually. Present notable trends to stakeholders/partners at appropriate meetings and collaborate to develop effective course of actions based on findings.

**Goal Four:** Emphasize upland connections to NCAP's submerged resources.

**Objective One:** Identify influencing factors outside the aquatic preserve boundary contributing to resource degradation and provide support and collaboration to prevent degradation and improve conditions when possible.

**Integrated Strategy:** Notify agency partners of findings, propose changes to address present or potential future impacts to the NCAP, assist in efforts where applicable and possible through interagency collaboration.

**Integrated Strategy:** Establish and/or host quarterly regional workshops to encourage collaboration and data sharing to improve contributing water quality (e.g., engage with groups like Springs Coast Committee, create NCAP steering committee).

**Integrated Strategy:** Participate in decision making processes for actions in upriver/inland water bodies influencing NCAP (e.g., TMDL, BMAP, minimum flows and level).

**Integrated Strategy:** Support federal, state, local and non-governmental land acquisition programs to protect headwaters and riparian corridors for rivers and streams that discharge into the NCAP.

**Integrated Strategy:** Develop adaptive management strategies to address and improve water quality components.

**Goal Four, Objective One - Performance Measure One:** Work in tandem with other state and federal agencies to establish a list of parameters of concern within two years of plan adoption.

**Goal Four, Objective One - Performance Measure Two:** Within five years of plan adoption, establish benchmark/threshold criteria for nearshore areas in collaboration with DEAR and/or SWFWMD for water quality, focused on seagrass health.

**Objective Two:** Partner with nearby landowners to protect and improve conditions of the Nature Coast Aquatic Preserve.

**Integrated Strategy:** Identify and include appropriate nearby landowners/managers in decision making processes and education/outreach.

**Goal Four, Objective Two - Performance Measure One:** Provide annual reports on water quality conditions to neighboring/influencing landowners for review and comment.

**Objective Three:** Partner with government agencies and committees including but not limited to federal, state and local government agencies and stakeholders.

**Integrated Strategy:** Engage with local government natural resource and planning departments to enhance coastal information input (e.g., fertilizer ordinances, wetland protection).

**Integrated Strategy:** Participate in decision making processes for actions in upriver/inland waterbodies influencing NCAP (development, construction, habitat acquisition, watershed activities, etc.).

**Goal Four, Objective Three - Performance Measure One:** Attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to influencing factors as they are identified.

## **Issue Two: Protection and Management of Submerged Resources**

Conserving, protecting, restoring and improving resources within the Nature Coast Aquatic Preserve is pivotal to maintaining the ecological significance of the Springs Coast. Assessment and monitoring of these resources will be necessary to determine thresholds and ecosystem functions of each community. While some habitats, like seagrass meadows, have robust historical data, the significance of other communities, like sponge and corals associated with hardbottom habitat, within the aquatic preserve are lacking. Cultural resources and intertidal communities, like mangroves and salt marsh, should also be assessed as changing climates are altering Florida's coasts at undeniable rates. Additionally, the connection upland influences have to the aquatic preserve's submerged and intertidal resources remains uncertain.

Staff will address these concerns regarding both submerged and intertidal resources through comprehensive assessments and by following science driven frameworks to ensure that conservation, or

improvement, of these resources allows for future generations to enjoy them. Staff will work diligently with upland managing entities to reduce negative impacts to the resources by providing data and proposing solutions as the needs arise.

**Goal Two:** To understand, protect and maintain existing seagrass resources, and restore and enhance degraded seagrass resources where these occur.

**Objective One:** Manage seagrass communities through research and monitoring, education and outreach, and collaborative mapping efforts with other state agencies to effectively protect and maintain this habitat as a valuable habitat throughout NCAP.

**Integrated Strategy:** Complete a comprehensive assessment of the current and historic spatial extent of seagrass habitat and spatially characterize the relative quality of that habitat, including areas of heavy prop scarring.

**Integrated Strategy:** Establish and implement annual submerged aquatic vegetation monitoring in collaboration with neighboring Aquatic Preserve programs.

**Integrated Strategy:** Incorporate research-based indicators of seagrass condition (e.g., above:belowground biomass, tissue stoichiometry, stable isotopes, indicator species status (e.g., marine turtles, bay scallops, manatees) etc.) and sediment quality (e.g., organic carbon and nutrient stocks, sulfides, and grain size and texture) into monitoring programs to provide insights and early-warning signs of seagrass stress.

**Integrated Strategy:** Identify, implement, and support research to deepen understanding of seagrass community function along environmental gradients (e.g., north-south, inshore-offshore).

**Integrated Strategy:** Identify needs and funding sources for restoration and enhancement efforts to address seagrass resource degradation identified within the NCAP.

**Goal Two, Objective One - Performance Measure One:** Within two years of plan adoption, compile a comprehensive technical report for NCAP's seagrass resources summarizing new data collected by NCAP, partner findings, and past research within the NCAP that is to be updated at least every two years.

**Goal Three:** To understand, protect and maintain hardbottom (coral/sponge bed) resources.

**Objective One:** Protect and manage hardbottom communities to ensure long term survivorship and ecological functions continue within the NCAP.

**Integrated Strategy:** Identify, implement, and support research into ecosystem function and significance of hardbottom communities.

**Integrated Strategy:** Continue comprehensive assessments of the spatial extent of hardbottom habitat within NCAP.

**Integrated Strategy:** Establish and implement hardbottom community monitoring in collaboration with neighboring Aquatic Preserves programs (i.e., assess coral and sessile invertebrate abundance and composition on hardbottom habitat and analyze monitoring data for trends).

**Integrated Strategy:** Characterize hardbottom habitats, including areas of special significance and areas of incompatible use.

**Integrated Strategy:** Explore use of spatial management areas including sea turtle, coral, and sponge refugia, areas that are most appropriate for non-consumptive ecotourism, no-anchoring areas, as well as areas where moorings and/or designated anchoring may be provided for sport fishing and non-consumptive tourism.

**Goal Three, Objective One - Performance Measure One:** Establish a hardbottom monitoring program for NCAP's hardbottom resources summarizing new data collected by NCAP, partner findings, and past research within the NCAP that is to be updated at least every two years.

**Goal Four:** Monitor the distribution and abundance of macroalgae within NCAP.

**Objective One:** Establish a baseline understanding of macroalgae components of the NCAP ecosystem.

**Integrated Strategy:** Develop a catalog of macroalgal species that occur within NCAP and identify taxa of special concern (e.g., species with nuisance/bloom potential, ecological indicator species).

**Integrated Strategy:** Explore the use of volunteer-based science programs to monitor the abundance of drifting macroalgae.

**Goal Four, Objective One - Performance Measure One:** Produce a technical brief about macroalgae species and patterns present within the NCAP to distribute to partners and the public.

**Goal Five:** Preserve the conditions of Nature Coast Aquatic Preserve's submerged resources.

**Objective One:** Work towards establishing minimum thresholds/monitoring criteria/benchmarks for NCAP's submerged resources in coordination with scientists and managers from other agencies and institutions.

**Integrated Strategy:** Identify/map sensitive submerged habitats like seagrass, hardbottom sponge communities, and submerged marine vents, for management purposes.

**Integrated Strategy:** Establish baselines of habitats that are linked to water quality such as seagrass, sponges, oyster reefs (distributions, community structure, densities, biomass estimates, etc.).

**Integrated Strategy:** Implement adaptive management tools and restoration projects when/if minimum thresholds / benchmarks are not met.

**Goal Five, Objective One - Performance Measure One:** Use a dashboard mechanism to facilitate data dissemination and rapid response notifications within the duration of the plan.

**Goal Five, Objective One – Performance Measure Two:** Engage with experts and utilize available data to determine consensus for minimum thresholds/benchmarks for water quality associated habitats within five years of plan adoption.

**Objective Two:** Identify and protect submerged and intertidal cultural resources.

**Integrated Strategy:** Partner with federal and state cultural resource agencies, NGOs and universities to ensure cultural resources are accurately documented and protected.

**Integrated Strategy:** Work with cultural resource partners to identify and address threats to cultural resources from human impacts such as looting, boat wake erosion, climate change, and other NCAP user group activities.

**Integrated Strategy:** Support cultural resource partners in establishing and implementing submerged cultural resource monitoring comparable to programs utilized by neighboring Aquatic Preserves.

**Goal Five, Objective Two - Performance Measure One:** Staff will obtain the appropriate training for identifying cultural resource issues (e.g., Archeological Resource Monitoring (ARM) Training, Heritage Monitoring Scouts).



**Goal Five, Objective Two - Performance Measure Two:** Work with Division of Historical Resources to report the condition of cultural resources within the NCAP and notify Division of Historical Resources of any new or potentially unrecorded sites as needed.

**Goal Five, Objective Two – Performance Measure Three:** Staff will monitor unidentified cultural resources during other activities in the aquatic preserve. Archaeologists will be invited to join them in the field.

#### **Issue Four: Human Dimensions**

Recreational activities in Florida commonly revolve in and around water bodies. It comes as no surprise that the Nature Coast is a popular destination for boating, paddle crafting, diving and snorkeling, and fishing. Aside from recreation, the abundance of commercially and recreationally targeted species increases the draw to this part of the state. The way humans interact with natural resources and how these actions impact the environment are complex and often researched, understood, and managed through the human dimensions framework (Bright et al. 2003). If left unmanaged, human influences can result in significant negative impacts to the Nature Coast's submerged resources. Many human related impacts can be improved through education and increased awareness. Others require policy updates to obtain necessary changes to improve resource conditions. Marine debris is a common component of the human dimension concept that requires direct action of managers in conjunction with community involvement and stewardship. This portion of the management plan outlines how NCAP staff will work to directly identify and remove marine debris sources that are impacting submerged resources throughout the region.

**Goal One:** Identify the impacts of, remove, and reduce the presence of marine debris (litter, derelict vessels, ghost traps, aquaculture and discarded fishing gear) within the Aquatic Preserve.

**Objective One:** Identify implications to the natural resources of the various types of marine debris occurring within the Aquatic Preserve.

**Integrated Strategy:** Conduct surveys assessing types of marine debris, documenting areas of high concentration, and noting habitat impacts of each type.

**Integrated Strategy:** Analyze data collected from marine debris removal efforts (both Aquatic Preserve and partner hosted events).

**Integrated Strategy:** Apply results of analysis to prioritize marine debris removal and educational efforts for contributing user groups.

**Integrated Strategy:** Review County comprehensive plans regarding the reduction of marine debris and attend meetings of local and state government boards and agencies to provide guidance and discuss relevant issues within NCAP.

**Goal One, Objective One - Performance Measure One:** Collect and analyze survey data and create a NCAP Marine Debris Action Plan for marine debris removal efforts organized by county for the duration of the management plan.

**Objective Two:** Remove marine debris from the resource by physical means.

**Integrated Strategy:** Apply for funding to offset cost of marine debris removal efforts.

**Integrated Strategy:** Conduct community-based marine debris removal events and invite partners/source contributors to attend and assist (e.g., members of the public for shoreline cleanups; law enforcement, recreational and commercial fishers, and aquaculture industry for fishing gear cleanups, etc.).

**Goal One, Objective Two - Performance Measure One:** Utilize the NCAP Marine Debris Action Plan to conduct removals and provide finding reports to participants and stakeholders.

**Objective Three:** Reduce marine debris at the source.

**Integrated Strategy:** Assess types of marine debris within the NCAP, quantify the data and determine the sources.

**Integrated Strategy:** Work with community members to reduce quantity of debris entering the NCAP.

**Integrated Strategy:** Host community-based cleanup events to improve user group interest.

**Integrated Strategy:** Engage with local government natural resource and planning departments to reduce or prevent the creation of litter/marine debris outright and attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to influencing factors of litter/marine debris production as they are identified.

**Goal One, Objective Three- Performance Measure One:** Track marine debris and promote behavior changing stewardship through education and other interventions.

**Objective Four:** Promote community education regarding implications of marine debris in the Aquatic Preserve and of solutions/impactful debris reduction actions that can take.

**Integrated Strategy:** Involve local decision makers and community influencers in marine debris removal events and provide information about marine debris interventions that can be implemented upstream.

**Integrated Strategy:** Promote community education and awareness by attending and/or facilitating community events relating to marine debris.

**Goal One, Objective Four - Performance Measure One:** Provide Marine Debris Action Plan and invitations to marine debris removal events to community influencers.

**Goal One, Objective Four - Performance Measure Two:** Track participants and materials distributed at community events.

#### **4.3 / The Education and Outreach Management Program**

The Education and Outreach Management Program components are essential management tools used to increase public awareness and promote informed stewardship by local communities. Education programs include on and off-site education and training activities. These activities include field studies for students and teachers; the development and distribution of media; the distribution of information at local events; the recruitment and management of volunteers; and training workshops for local citizens and decision-makers. The design and implementation of education programs incorporates the strategic targeting of select audiences. These audiences include all ages and walks of life; however, each represents key stakeholders and decision-makers. These efforts by the Education and Outreach Program allow the aquatic preserve to build and maintain relationships and convey knowledge to the community—invaluable components to successful management.

##### **4.3.1 / Background of Education and Outreach at Nature Coast Aquatic Preserve**

The NCAP will work to collaborate with organizations in the region who have years of education and outreach geared toward environmental issues in Citrus, Hernando, and Pasco counties. NCAP will work to build upon and support exist programs instead of recreating initiatives that are already rooted in the region. A selection of education and outreach programs that are relevant to the NCAP management area are included below.

### **After the Flush**

UF/IFAS Extension has crafted messaging that describes how septic systems work and what implications a mismanaged system can have on water quality. The program's materials explain how leaching from septic systems can lead to eutrophication in surrounding water bodies, leading to algal blooms and the deterioration of water quality. A series of instructions are provided to help homeowners who have septic systems installed properly maintain their systems (Lusk & Albertin, 2018).

### **Be Seagrass Safe**

UF/IFAS Extension and Florida Sea Grant have spearheaded a campaign targeting boaters along the Nature Coast and Spring Coast regions. The campaign works to educate boaters how and why to avoid seagrass scarring while motoring in shallow areas where seagrass is present. Boaters are asked to take a pledge to engage in "seagrass safe boating." A variety of communications materials were developed to spread this message including a pledge card, banners, signs, brochures, and an informational website. Outreach was also conducted at boat ramps in Citrus and Hernando counties during the summer of 2019 (Florida Sea Grant, 2015).

### **Catch a Florida Memory**

FWC's Catch a Florida Memory is designed to increase environmental stewardship in Florida anglers by providing incentives for catching a diversity of species, thus decreasing pressure on popular target species, and promoting responsible angling techniques. The program offers rewards for fishing achievements. Anglers are encouraged to release their catches and to use responsible handling (FWC, n.d. c).

### **Clean & Resilient Marina Program**

DEP leads this program that offers a voluntary designation to marinas that follow best management practices such as addressing environmental issues like sensitive habitats, waste management, stormwater control, spill prevention, and emergency preparedness. The Clean & Resilient designation is reserved for facilities that also work to strengthen their ability to withstand natural and manmade disasters. Specific designations are outlined for Clean Marinas, Clean Boatyards, and Clean Marine Retailers (DEP, 2020a). The NCAP will work to increase participation in this program in the surrounding area.

### **Crystal River Mariculture Center**

Duke Energy manages an 8,100-square-foot mariculture center in Citrus County. The center has successfully bred 12 marine species in its facilities, which include eight one-acre ponds that each hold one million gallons of seawater. The center also features environmental stewardship campaigns, through programs like its Marine Science Camps (personal communication, Enrique Latimer, April 5, 2021). In 2018, this facility established a large salt marsh nursery focusing on cultivating estuarine vegetation to assist in restoration efforts along Florida's Gulf Coast. The first plants from the center were harvested and relocated to their coastal locations in 2020 and the program has continued to gain momentum since (UF/IFAS, 2021a).

### **Energy and Marine Center**

The Energy and Marine Center is in Pasco County on a coastal hammock on the Salt Springs Run Estuary. The center supports Pasco County's Marine Explorers Elementary Program, which includes a hands-on curriculum about estuarine ecosystems. It also has a high school program called Eco-Researchers, which gives students an opportunity to participate in field research, lab experiences, and other science activities (Pasco County Schools, n.d.).

### **Florida Boating and Angling Guide Series**

FWC's Fishing and Wildlife Research Institute produced a series of educational guides for boaters and anglers across the state. The guides describe information about coastal and marine systems, including maps and text about marine resources and environmental information. The guides also describe how

boating and angling can impact the environment. Over 2.5 million guides have been printed, with specific edition on nearly all of Florida's coastal waters (FWC, 2013). Two guides cover the NCAP area. One has been produced for Citrus County and one was produced for Hernando and Pasco Counties.

### **Florida Friendly Fishing Guide/Florida Friendly Angler**

This program, established by UF/IFAS, Florida Sea Grant, and FWC, recognizes fishing guides and recreational anglers who have committed to sustainable boating and fishing techniques. This voluntary certification can be acquired through participation in an online course that covers science-based techniques to reduce environmental impacts while fishing. The guide course takes about four hours to complete and is valid for three years while the recreational angler course takes about an hour. Topics include in the course include best practices for catch and release fishing, seafood safety and handling, sustainable waste management and fueling, an overview of marine ecology, environmental ethics, sustainable on-board materials, and giving back to fisheries management and research (Florida Sea Grant, n.d.).

### **Florida Friendly Landscaping Program**

The primary objectives of the Florida-Friendly Landscaping Program are to increase the efficiency of landscape water use, reduce stormwater runoff and non-point source pollution, expand the use of Integrated Pest Management to manage and prevent pest problems with minimal environmental harm, and support the incorporation of the nine research-based Florida Friendly Landscaping principles into new and existing landscapes within Florida counties (Barber et al., 2020). In Pasco County, the Florida Friendly Landscaping program conserved an estimated 6.2 million gallons of water in 2020. The program spent approximately \$141,670 on educational services and hosted 36 presentations and events for the community in 2020, which included less programs than 2019 because of the COVID-19 pandemic. In 2020, they spent \$203,962 and hosted 55 presentations and community events (Barber et al., 2020)





### **Florida Horseshoe Crab Watch – Linked with Limulus**

In 2015, FWC's Fish and Wildlife Research Institute (FWRI), UF/IFAS, and Florida Sea Grant launched a citizen science initiative that trained volunteers to assist biologists in surveying, tagging, and resighting Florida's nesting horseshoe crab populations using a standardized scientific protocol. The program has been so successful that FWC and UF/IFAS Florida Sea Grant expanded efforts to a statewide level. Current sampling areas include beaches in Hernando, Pinellas, Brevard, Taylor, Manatee, Volusia, Indian River, Martin, St. Lucie, Franklin, Nassau, Dixie, Levy, Sarasota, Charlotte, Lee, Sarasota, Monroe, Miami-Dade, and Collier counties (FWC, n.d. e). New sites in Pasco County entered the program in 2021 (personal communication, Savanna Barry, May 15, 2021).

### **Green Industries Best Management Practices**

Green Industries Best Management Practices is an educational program for people working in lawn-care and landscape maintenance organized by UF/IFAS. The program teaches environmentally safe landscaping practices that help conserve and protect Florida's ground and surface waters. It includes a Pesticide Applicator Training program (UF/IFAS, 2021b).

### **High School Fishing Program**

FWC began the High School Fishing Program to teach students how to become conservation-minded anglers. Students are taught about ethical angling, conservation, Florida's aquatic habitats, basic fishing gear, and general fishing concepts to help them become confident and environmentally responsible anglers. FWC works with schools across the state to share this curriculum. Participating schools are asked to conduct a conservation project by the end of the year (FWC, n.d. h).

### **Marine Science Station**

The Marine Science Station, established in 1967, is a school in Citrus County that works to increase student environmental literacy through hands-on laboratory and field-based educational experiences in the Gulf of Mexico and surrounding areas (Citrus County Schools, 2022). The facility includes about 20 acres with nine buildings, including a museum, aquarium, and observation tower. Citrus County students in fourth and seventh grade science courses visit the school at no cost; 19 schools are served within the county. The school also offers a five-day summer camp where students stay in dorms. A central part of the curriculum is to teach students about the surrounding watershed, including nearby rivers, springs, and other waterways, and how those water bodies are connected to the Gulf of Mexico (personal communication, Earnie Olsen, March 9, 2021).

### **Master Gardener Program**

The Master Gardener Program was created in 1979 by a group of extension agents. The program is now coordinated by UF/IFAS, relying on volunteers to provide gardening services to their communities. The program provides horticultural training to volunteers. In 2020, volunteers from the program contributed 186,000 hours, an estimated value of \$4.6 million (Master Gardener Program, n.d.).

### **Master Naturalist Program**

The Florida Master Naturalist Program is an educational program targeted toward adults who are interesting in learning more about Florida's environment. The program was developed by the University of Florida and is provided by participating organizations. Graduates of the program are asked to share their knowledge about environmental sustainability and Florida's diverse ecosystems with their communities (Master Naturalist Program, n.d.).

### **Monofilament Recovery and Recycling Program**

The Monofilament Recovery and Recycling Program is a statewide campaign to educate the public about the impacts of monofilament line, or fishing line, that is discarded in natural areas. Bins are located across the state to encourage recycling. The program also promotes volunteer cleanup events. Indoor and outdoor bins can be found in Citrus, Hernando, and Pasco counties (FWC, n.d. k).

### **Scallop Shell Disposal**

The Homosassa River Alliance, UF/IFAS Extensions, Florida Sea Grant, and the SWFWMD has championed a program to limit the number of scallop shells dumped in the Homosassa River and other freshwater rivers near coastal regions known for scalloping. The program uses research and the distribution of educational materials to target recreational scallopers, including signs for private properties, rack cards, posters, and displays (Homosassa River Alliance, n.d.)

### **Scallop Sitter Program**

The Scallop Sitter Program is a volunteer program that originated in the Florida Panhandle but has recently begun to recruit volunteers in Citrus, Hernando, and Pasco counties. The program was originally started by FWC and is now also supported by UF/IFAS Extension in Hernando County. Volunteers monitor and maintain cages of planted scallops by visiting them via kayak or at private docks. The cages are designed to protect scallops from predation and increase the population size of scallops in the region by contributing to the number of reproducing individuals (FWC, n.d. a).

### **Septic Upgrade Incentive Program**

This program is led by DEP in Citrus, Hernando, Leon, Marion, Orange, Pasco, Seminole, Volusia, and Wakulla counties. DEP creates grant agreements with each county to conduct feasibility studies that identify the locations of onsite sewage treatment and disposal systems. Then, each county can best prioritize where it would be most appropriate to upgrade septic systems (DEP, n.d.).



### **Springs Coast Environmental Center**

This Hernando County facility provides opportunities for students within the county to learn about environmental systems and environmental stewardship. The center has programs specifically geared toward elementary and middle school students and offers a summer camp (Hernando County, n.d. c).

### **Statewide Tournament Anglers Rodeo**

The Coastal Conservation Association hosts an annual fishing competition in all of Florida's coastal counties. The competition is open to anglers of any skill level and offers prizes in a variety of categories, both for catching tagged and untagged fish. The tournament asks participants to follow a suite of conservation measures, including special handling instructions. They also provide prizes and community service hours for anglers who collect trash while out on the water. A citizen science component is part of the program's structure, as anglers are asked to log detailed information about their catches. Citrus County has promoted this event by releasing an additional four tagged redfish in their region (personal communication, Leiza Fitzgerald, April 20, 2021).

#### **4.3.2 / Current Status of Education and Outreach at Nature Coast Aquatic Preserve**

The NCAP was designated in June 2020. DEP oversees management of the NCAP and contracts with UF for staffing support for water quality and seagrass monitoring programs. NCAP staff will work to collaborate with organizations in the region who have years of education and outreach geared toward environmental issues in Citrus, Hernando, and Pasco counties. NCAP staff will build upon and support exist programs instead of recreating initiatives that are already rooted in the region. The education and outreach activities outlined in this section have been prioritized by NCAP staff with input from the advisory committee and the public. The order in which they are viewed does not reflect their significance to this management plan or DEP.

#### **4.3.3 / Education and Outreach Issue**

##### **Issue Two: Protection and Management of Submerged Resources**

Education and outreach are popular management tools that have been used to boost the success of resource management around the state. By providing science-based knowledge to an area's community, a sense of ownership and accountability can develop, which may improve user group behaviors. While the Nature Coast Aquatic Preserve has not had a structured, DEP lead education and outreach management component historically, stakeholders have been working in the area with the goal to maintain or improve specific resource impacts for many years. By partnering with these stakeholders, the NCAP aims to improve public awareness and promote informed stewardship and sustainable use. In addition, improving data accessibility can enhance these goals. Using current and historical data collected by a wide variety of contributors not only improves management decisions but can promote stewardship when made readily accessible to members of the community. DEP's SEACAR database is a collaborative process involving academic institutions, nongovernmental organizations, and local, state and federal natural resource managers. Data obtained from inventory and monitoring programs around the state are available here to help identify ecological the status and trends of Florida's estuarine resources and provide the best available science to guide public understanding, habitat management, planning and restoration efforts in formats that are accessible to all. Moving forward, the NCAP will strive to reach the goal of maintaining and restoring the aquatic preserve for future generations through sharing scientific data to improve stewardship and improving community understanding of submerged resources via improving audience reach.

**Goal Six:** Provide scientific data and information on the current and projected status of submerged resources to Nature Coast communities, businesses, and officials to improve stewardship of the NCAP in decision-making for coastal development and conservation.

**Objective One:** Improve community understanding of submerged resources and factors that impact the Nature Coast Aquatic Preserve by improving data dissemination and accuracy.

**Integrated Strategy:** Upload all eligible data into DEP's Statewide Ecosystem Assessment of Coastal and Aquatic Resources (SEACAR) database, as well as other science-based databases to improve reach.

**Integrated Strategy:** Collaborate with partners to develop information briefs on submerged resources with executive summaries that are readily accessible and written for public distribution.

**Goal Six, Objective One - Performance Measure One:** Compile and upload NCAP submerged resource data into science-based databases, such as SEACAR, annually.

**Goal Six, Objective One - Performance Measure Two:** Within the first three years of plan implementation, develop a working list serv of interested parties for annual data briefing digital distribution.

**Goal Six, Objective One - Performance Measure Three:** Track quantity of subject matter specific materials distributed throughout the NCAP.

#### **Issue Four: Human Dimensions**

The education and outreach component associated with managing NCAP's natural resources can be a complex component to the management plan. Many factors can and will impact the resources that this region has to offer. Importunely, human related causes are at the heart of many of these threats. By focusing on the human dimension element, staff can begin to address some of these threats and fortify public awareness.

One management topic that will need prioritization regarding education is marine debris. Marine debris comes in a variety of forms and can have a wide range of implications to NCAP's submerged and intertidal resources. Identifying type of debris and their sources, in addition to involving the community, will steer management in the right direction to reduce marine debris entering the aquatic preserve. By identifying sources, staff can work with industry and user group members contributing sources to reduce these inputs. Hosting community-based shoreline cleanups and large-scale marine debris removal events can bolster stewardship and create personal connections to foster sustainable stewardship of the NCAP's resources.

Improving community and decision makers/government leader understanding of the types of debris and the influence it has on the resources, in conjunction with the economic impacts, is crucial to the preservation of NCAP's future. Reaching beyond this topic is necessary for the future and prosperity of the NCAP. Broadcasting accurate information regarding the NCAP's water, submerged, intertidal and cultural resources will be an additional focus of this section. Sharing ecosystem function data, shoreline stabilization options, and citizen science/community driven resource protection programs will also strengthen public awareness and improve positive stewardship. NCAP staff will improve reach to the public and community decision makers by creating and distributing site and content specific information and attending community events and government meetings.

**Goal Two:** Support community engagement to foster sustainable stewardship of NCAP's resources.

**Objective One:** Improve community understanding of the Nature Coast Aquatic Preserve's water quality and submerged and intertidal resources including factors that impact the Aquatic Preserve.

**Integrated Strategy:** Create and disseminate accurate information via community outreach, media and signage.



**Integrated Strategy:** Develop appropriate media communications associated with water quality and submerged resource topics of concern to broaden information dispersal.

**Integrated Strategy:** Hold/support workshops on subjects such as shoreline protection, green infrastructure, coastal-friendly living, coastal resilience, and ecosystem services.

**Integrated Strategy:** Provide educational on-water site visits to the NCAP for community leaders to aid them in making informed decisions about coastal development and conservation; and members of the public to broaden awareness regarding the Nature Coast Aquatic Preserve.

**Integrated Strategy:** Support community driven resource protection programs to encourage user-driven education (e.g., Blue Star Fishing Guides, Florida Society for Ethical Tourism, Florida Friendly Fishing Guide, etc.).

**Integrated Strategy:** Support local education programs that enhance and foster sustainable stewardship practices within the NCAP (e.g., STEAM programs in public schools, Citrus County Marine Science Station, Florida Sea Grant 3<sup>rd</sup> Grade Manatee Curriculum, Sea-level Rise in the Classroom, Hook Line and Thinker, etc.).

**Goal Two, Objective One - Performance Measure One:** Track quantity of subject matter specific materials distributed throughout the NCAP.

**Goal Two, Objective One - Performance Measure Two:** Host or attend at least one workshop of coastal significance annually.

**Goal Two, Objective One - Performance Measure Three:** Promote at least one on-water site visit to community leaders each year.

**Goal Two, Objective One - Performance Measure Four:** Promote at least one on-water educational opportunity to the public each year.

**Goal Two, Objective One – Performance Measure Five:** Support the development of a citizen support organization that will foster communication and information dissemination and/or provide volunteer opportunities.

**Goal Two, Objective One – Performance Measure Six:** Attending and/or host at least one community event annually to support community education programs and enhance public awareness of NCAP's resources and management needs.

**Objective Two:** Engage with law enforcement to maintain and improve conditions of NCAP's water quality and submerged resources.

**Integrated Strategy:** Participate in cultural and natural resource education of local and state law enforcement officers.

**Integrated Strategy:** Develop communication and partnerships with law enforcement officers to assist in identifying and addressing emerging and ongoing resource threats.

**Goal Two, Objective Two - Performance Measure One:** Include/invite appropriate law enforcement representatives to participate in resource management opportunities to establish positive working relationships.

**Goal Two, Objective Two - Performance Measure Two:** Maintain ongoing communication with local law enforcement to understand, prevent, and deter potential threats to the resources.

**Objective Three:** Improve community education regarding implications of climate change in the aquatic preserve and of adaptation/resilience efforts.

**Integrated Strategy:** Engage local decision makers and community influencers in discussions about ways to reduce and adapt to the impacts of climate change.

**Integrated Strategy:** Track climate change interaction opportunities and promote behavior changing stewardship through education and other interventions.

**Goal Two, Objective Three – Performance Measure One:** Attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to factors of climate change as they are identified and encourage community interactions where appropriate.

#### **4.4 / The Public Use Management Program**

The Public Use Management Program addresses the delivery and management of public use opportunities at the aquatic preserve. The components of this program focus on providing the public recreational opportunities within the site's boundaries which are compatible with resource management objectives. The goal for public access management in ORCP managed areas is to promote and manage public use of our preserves and reserves that supports the research, education, and stewardship mission of ORCP.

While access by the general public has always been a priority, the conservation of ORCP's sites is the primary management concern for ORCP. It is essential for staff to analyze existing public uses and define management strategies that balance these activities where compatible in a manner that protects natural, cultural, and aesthetic resources. This requires gathering existing information on use, needs, and opportunities, as well as a thorough consideration of the existing and potential impacts to critical upland, wetland, and submerged habitats. This includes the coordination of visitor program planning with social science research. One of ORCP's critical management challenges during the next 10 years is balancing anticipated increases in public use with the need to ensure preservation of site resources. This section explains the history and current status of our Public Use efforts.

##### **4.4.1 / Background of Public Use at Nature Coast Aquatic Preserve**

###### **Tourism and Recreational Activities**

The Nature Coast region is currently heralded as an interface between the development of South Florida and the undeveloped natural areas of the Big Bend region. Ecotourism is a major economic driver, with recreational opportunities like kayaking, boating, fishing, scalloping, snorkeling, birding, camping, and hiking in the region.

###### **Birding**

For many bird species, Florida is a stop along the Atlantic Flyway — a 3,000-mile-long pathway from the Arctic to the Caribbean. A variety of migratory bird species can be observed during the spring and fall, in addition to the resident bird species that can be seen year-round. Citrus, Hernando, and Pasco counties each have multiple viewing sites listed in FWC's Great Florida Birding and Wildlife Trail, a network of 510 wildlife viewing sites. Citrus County contains 21 viewing sites along the trail, Hernando County holds eight, and Pasco County hosts 10 sites (U.S. Fish and Wildlife Foundation of Florida , 2015).

###### **Boating**

Recreational boaters have access to 26 boat ramps in the NCAP area. Four of those boat ramps are located within the boundaries of the SMMAP. Fourteen boat ramps are in the Crystal River/Homosassa area. Two boat ramps in that region are part of a marinas, and the rest are standalone boat ramps. One boat ramp provides access at the Chassahowitzka River. Four standalone ramps provide access near Weeki Wachee, and one is located near Aripeka. Two ramps (one standalone and one marina) are near the town of Hudson. The remaining four ramps are near the town of New Port Richey: three are near the coast while one provides access further inland.

## **Camping**

Florida State Parks offers camping via tent and RV at many parks throughout the state. Within the NCAP, camping is available at 12 sites in Citrus County, five sites in Hernando County, and three sites in Pasco County (Florida State Parks, 2021).

## **For-Hire Fishing**

For-hire fishing is a major economic and recreational activity in the NCAP. Previous surveys of fishing guides have provided some information into what species are targeted during for-hire fishing activities (Camp, 2019). In Citrus County, spotted seatrout were targeted in over 37% of the for-hire fishing trips surveyed in 2019. This is much lower than in 2012, when spotted seatrout were targeted over 80% of the time and higher than in 2014 when they were targeted less than 20% of the time. Red drum was targeted just over 31% of the time in 2019, a decrease from over 50% the year before. Cobia, gag grouper, snook, sheepshead, white grunt, and tarpon were each targeted in less than 10% of 2019 trips surveyed. About 7% of trips surveyed had no species target. In Pasco County, spotted seatrout were targeted in over 25% of for-hire fishing trips, gag grouper at 24%, white grunt at 17%, red drum at 12%, tarpon and snook at 7%, and gray snapper at just over 1% (Camp & Hall, 2020a). In Hernando County, spotted seatrout were targeted in over 27% of trips, followed by gag grouper at 25%, red drum at 22%, white grunt at 9%, sheepshead at 5%, cobia at 3%, snook at 2%, and tarpon at less than 1% (Camp & Hall, 2020b).

## **Manatee Viewing**

Kings Bay, which forms the headwaters of Crystal River in Citrus County, hosts the largest number of Florida manatees at a natural warm-water site. Florida manatees have limited ability to thermoregulate because of their low metabolic rate and high thermal conductance. Because of this, they migrate seasonally to natural warm-water sites like springs or artificial sites such as discharge areas for power plants (Sattelberger et al., 2017). Kings Bay is a designated manatee refuge, and a Manatee Recovery Plan has been established by the USFWS and the State of Florida. The plan places protections on warm-water sites, restricting boat speeds and recreational activities. During the winter season when manatees are most abundant (November 15 to March 31), protections include state protection zones and seven federal manatee sanctuaries. However, recent research has expressed concern that protected areas will soon reach carrying capacities to support the growing number of manatees that migrate to warm-water springs in the winter months. More than 500 manatees have been observed in Kings Bay in recent winter seasons. The annual average rate of increase of manatees in Kings Bay over the past 30 years was 7% or 4.81 animals each year (Sattelberger et al., 2017). In recent years, manatee deaths in Florida have escalated, though the spike in deaths has been concentrated on Florida's east coast. In the first six months of 2021, more manatees were found dead in Florida than during any other year of recorded manatee deaths. Between January 1 and July 2, 2021, 841 manatees died in the state. Starvation, due to loss of seagrasses, is the major cause of the death. Boat strikes were also responsible for some 2021 deaths (Associated Press, 2021).

Both species of West Indian Manatees were designated as federally endangered species in 1967 under the Endangered Species Preservation Act. Manatees also receive protections under the U.S. Marine Mammal Protection Act of 1972 and the Florida Manatee Sanctuary Act. Citrus County also developed its own Manatee Protection Plan to reinforce the statewide Florida Manatee Recovery Plan. The Crystal River area receives protections as part of the Crystal River National Wildlife Refuge, established in 1983. Additional protections are afforded to manatees under the manatee refuge designations established in 2012 in the Kings Bay area — these protections are geared toward preventing manatee deaths from boat strikes (Kleen & Breland, 2014). Recent research suggests that manatee sanctuaries should be expanded in Kings Bay in the winter months, and boat speed should be more closely regulated in the summer (Sattelberger et al., 2017). Manatees return to the same wintering sites year after year — nearly 90% of manatees identified by scar patterns in Crystal River returned (Kleen & Breland, 2014). In Citrus County, manatees receive additional protections under the county's Comprehensive Plan. The plan contains criteria for marina/boat facility siting, law enforcement, shoreline/submerged land development,



educational programs, habitat protection, manatee-human interactions, and governmental coordination (Citrus County Department of Development Services, 1998).

## Recreational and Commercial Uses

Fishing, boating, and ecotourism industries in the area rely on the aquatic habitats in the NCAP area. Recreationally important sport fish, such as gag grouper, spotted seatrout, snook, redfish, tarpon, and gray snapper rely on the estuaries of the nature coast throughout their lifecycles. Benthic animals like stone crabs, bay scallops, and oysters are also prevalent in the area, as are forage species like pinfish and shrimp. Commercial fisheries that depend on the NCAP's seagrass generation more than \$12 million annually (FWC, 1999-2022). Coastal tourism and recreation in the NCAP generations more than \$250 million, supporting nearly 8,000 jobs and 500 businesses (NOAA, n.d. d). Recreational scalloping alone has contributed nearly \$2 million in both Citrus and Hernando counties each year since 2003 (Blassy, 2018). Important recreational and commercial fisheries have been described below.

### Scallops

Only recreational harvesting of scallops is permitted in Florida. Scalloping season typically runs from July 1 to September 10 in Citrus and Hernando counties. In Pasco County, the season opens on July 16 and runs until July 25. This includes all state waters south of the Hernando – Pasco County line and north of the Anclote Key Lighthouse in Pinellas County, as well as all waters of the Anclote River (FWC, n.d. a). Harvesting is limited to two gallons of scallops in the shell, or one pint of scallop meat per person a day. No vessel may carry more than 10 gallons of whole scallops or ½ gallon of scallop meat at any time (Sweat & Vose, 2011).

Scallop populations began to decrease in some areas off Florida's west coast in the 1960s. By the 1990s, population numbers were so low that commercial harvesting was banned, and recreational harvesting was restricted, starting in 1994, to areas north and west of the Suwannee River between July



1 and September 10. After restoration programs by the University of South Florida (USF) and FWC saw success, recreational harvesting was reopened in 2002 between the Suwannee and Weeki Wachee Rivers during the July to September window (Stevens et al., 2004).

After seven years of closures, FWC reopened an area between the mouth of the Suwannee River and the Pasco/Hernando County line in 2002 for scalloping. The area was opened after the scallop abundance there was found to increase with a restoration program led by scallop researchers at the USF, Florida Sea Grant, and FWC Fish and Wildlife Research Institute (Sweat & Vose, 2011).

A survey of businesses was conducted by the Citrus County Tourism Development Office in 2002 to measure the impact of reopening the recreational scalloping season in the region. The survey found a revenue increase of \$577,142 for local businesses and \$867,196 for non-local businesses. The restored season resulted in 35 new jobs, \$636,300 in labor income, \$1,639,386 in total output, \$110,028 in indirect business taxes, and \$982,253 in value added (Stevens et al., 2004).

### **Stone Crabs**

Florida's stone crab fishery is focused on the west coast of the state. The Crystal River region ranks third in terms of production in the state, contributing about 20% annually. Harvesters bait crabs with traps and then remove their claws while they are still alive. Crabs are returned to the water immediately after being declawed. The fishery in the Southeast U.S. is managed with a seven-month season, spanning from October 15 to May 15. A minimum claws size of 2  $\frac{3}{4}$  inches is required to limit the catch of young females who have not yet spawned. It generally takes one to two years for claws to regenerate, depending on the intermolt cycle the crab is in when claws are first removed (Muller et al., 2011).

A statewide survey of fish houses conducted by FWC found that an average of 31% of stone crab claws were likely harvested with forced breaks — a method found to lower the crab's likelihood of survival after being released. About 13% of claws showed evidence of regeneration, suggesting the crabs they were harvested from had claws removed previously (Muller et al., 2011).

A model evaluating stock assessment found that the fishery is likely being overfished, which can be confirmed by the lack of an increase in landings as the number of traps have doubled. Managers are especially concerned whether the fishery includes enough mature males. However, the stone crab fishery is considered resilient because females spawn at least once before reaching the legal size for claw removal. The closure of the fishery during spawning season and evidence suggesting that some crabs survive being declawed also contributes to fishery's resiliency. Previous stock assessments have focused on the region's commercial fishery and have yet to evaluate recreational fishing effort because of a lack of data (Muller et al., 2011).

### **Shrimp**

Three species of penaeid shrimp are commercially important in the NCAP region: brown shrimp (*Farfantepenaeus aztecus*), pink shrimp (*Farfantepenaeus duorarum*), and white shrimp (*Litopenaeus setiferus*). All three species rely on nearshore waters and estuaries throughout their life cycles. Seagrass meadows are important habitats for penaeid shrimp during juvenile stages. Total annual commercial landing data from 2019 shows that all three species were harvested from the NCAP region. More than 50,000 pounds of pink shrimp were harvested from Hernando County. Between 10,000 and 50,000 pounds of white shrimp were harvested from Hernando County, between 5,000 and 10,000 pounds of white shrimp from Pasco County, and less than 1,000 pounds of white shrimp from Citrus County. Between 5,000 and 10,000 pounds of brown shrimp were harvested from Citrus County and less than 1,000 pounds from Hernando County (FWC, 2020). Dredging operations are used to shrimp in the NCAP area. Dredging equipment is designed to roll over seagrass and hardbottom without causing extensive damage (personal communication, Capt. William Toney, March 1, 2021). Research is needed to further investigate the impacts of shrimp trawling in the preserve. All dredging operations, including those used for commercial shrimping, should be monitored within the preserve to ensure the practice is not causing extensive damage to aquatic habitats.

## **Blue Crabs**

Blue crab landings in Florida have declined overall since 1965, though a small increase in landings has been in recent years. In 2011, 6.8 million pounds of blue crabs were harvested from Florida's Gulf Coast, and 3.7 million from the Atlantic Coast. The blue crab fishery is not only contained on the coast but extends inland to major waterways across the state. The commercial fishery relies on the use of traps, while the recreational fishery also includes dip nets and lines (Cooper et al., 2013).

Blue crabs depend on estuaries throughout their life cycle, especially during post settlement and reproduction phases (Cooper et al., 2013). High salinity is a necessity in the early stages of blue crabs' lives — optimal ranges span from 23 to 30 ppt. Salt marsh and seagrass habitats serve as nurseries for juvenile blue crabs, eventually heading to areas with less salinity before they reach their pubertal molt. After mating, mature females ride outgoing tides out of the estuary during the spring, summer, and fall months. This movement pattern has been documented along both the Gulf and Atlantic coasts. Crabs in the larval stage are also reliant on natural cycles like salinity regimes and coastal currents (Gandy et al., 2011). Habitat loss and degradation in the Gulf of Mexico is a threat to blue crabs, especially in areas where coastal environments have been converted or modified for development (Guillory et al., 2001).

## **Oysters**

Historically, oyster reefs have been observed inshore among marsh islands and as linear reefs along the shoreline off the coasts of Citrus, Hernando, and Pasco Counties. Reefs were more abundant in the mid-19<sup>th</sup> century than they are today, and previously extended into the Crystal, Chassahowitzka, and Weeki Wachee Rivers (Radabaugh et al., 2019). Oysters have been identified in the lower reaches of Crystal River and the side channels of the Homosassa River. The variables influencing the distribution of oyster reef sites in these sites differ. In Crystal River, salinity most strongly determines where oyster reefs are located. Oysters were not abundant in areas where salinities averaged less than 5 ppt. In the Homosassa River, salinity was not a major factor in oyster distribution. Instead, oysters were not seen in areas where boat traffic was frequent, suggesting that boat wakes were the major limiting factor in this system (Anastasiou, 2019). The substrate favored by oysters differ in each area as well. In Crystal River, 71% of oyster reefs were growing on limestone substrate, while a mixture of sand and shell or mud and shell was favored by oysters in the Homosassa River (Anastasiou, 2019).

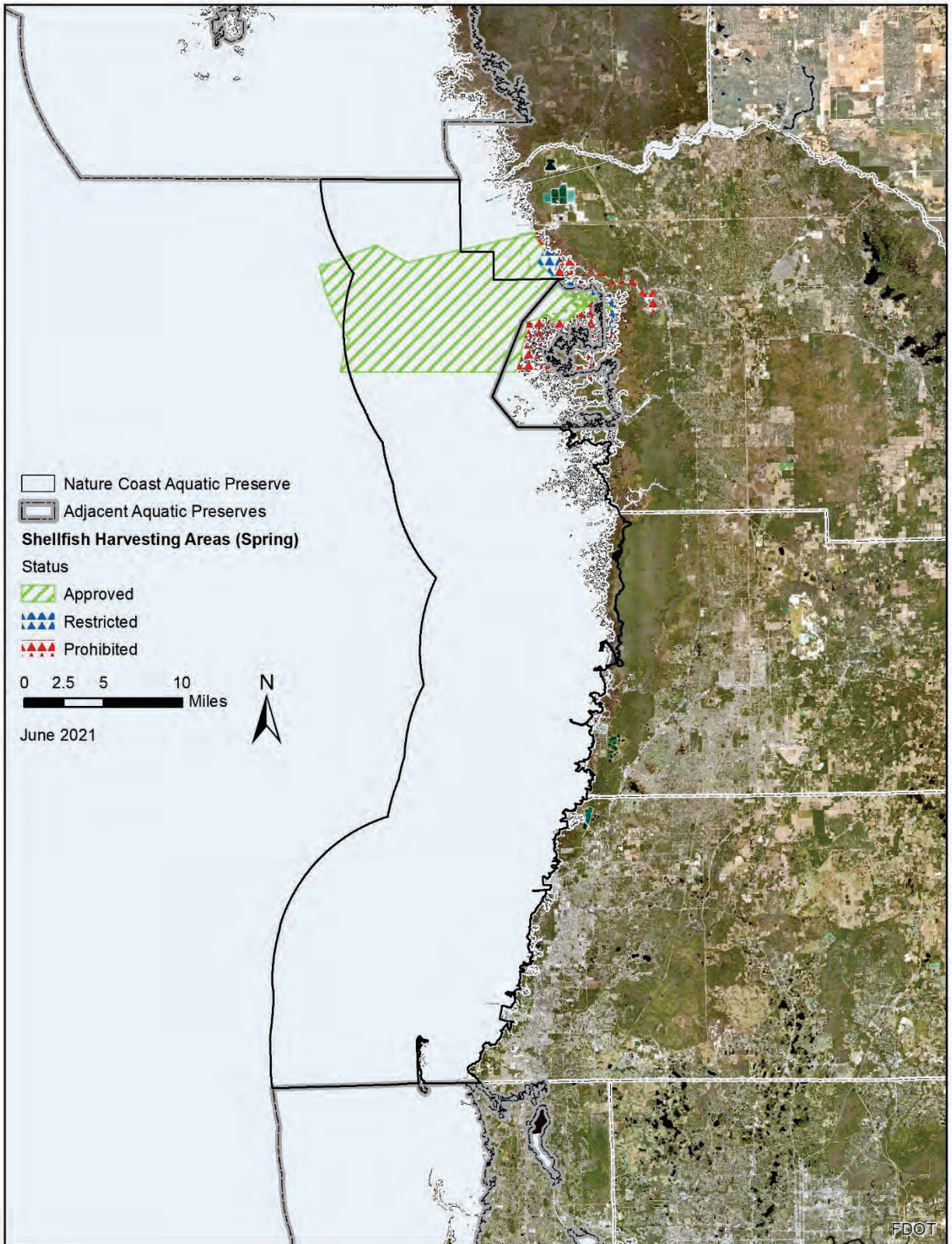
Oyster harvesting in the Springs Coast region peaked in the 1980s but began to decline in the 1990s after FDACS began closing shellfish harvesting areas in 1987 because of fecal coliform bacteria. Citrus County still contains open shellfish harvesting areas where wild oysters can be collected, which are monitored by FDACS (Radabaugh et al., 2019).

## **Public Use Impacts**

### **Seagrass Scarring**

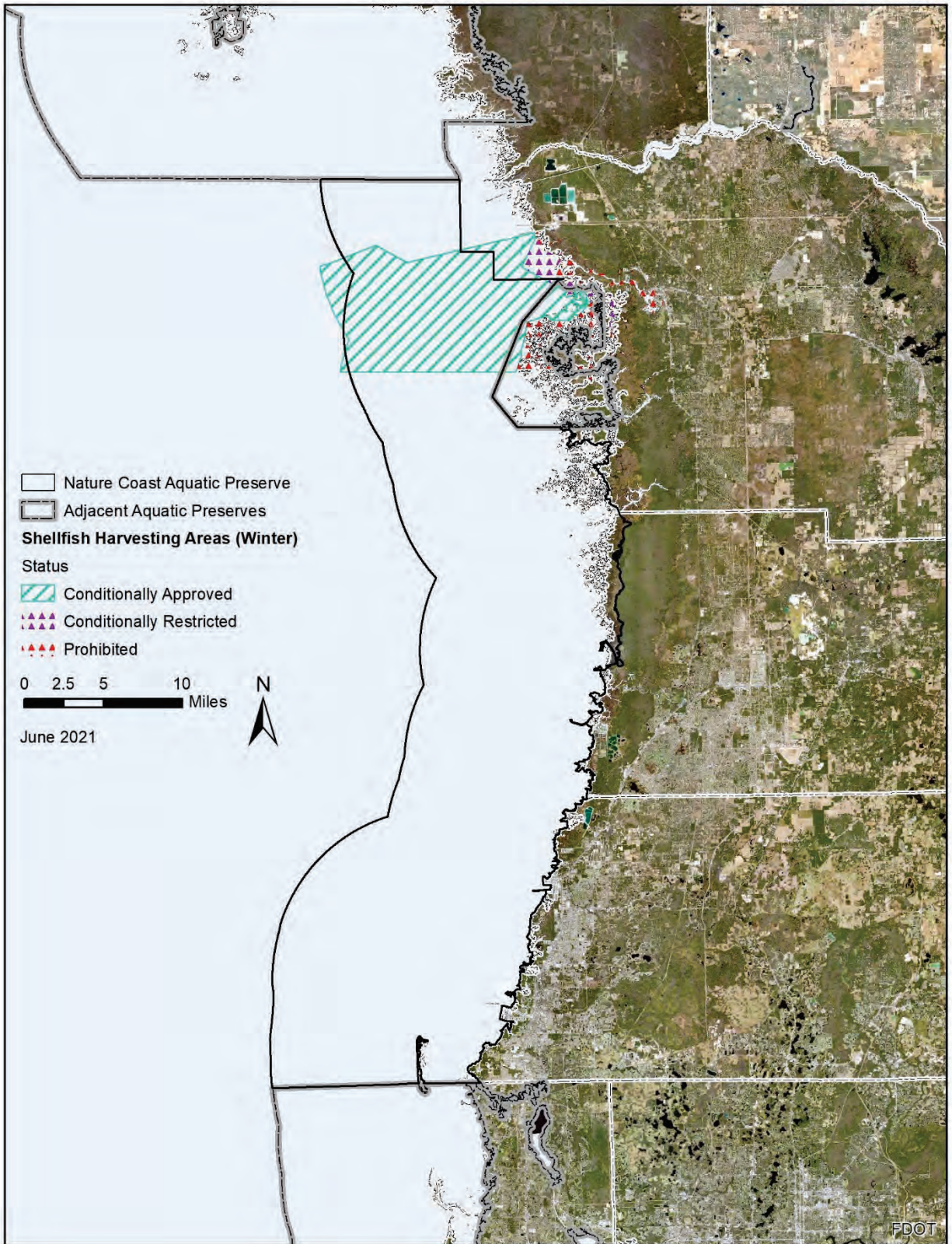
Seagrass scarring is a major issue in the NCAP area. Noticeable propeller scarring has been observed at the mouth of the Pithlachascotee River, the St. Martins marker shoal, and near Anclote Key. Between 2007 and 2016, nearly 42,500 acres of continuous seagrass beds were lost. In exchange, nearly 60,000 acres of patchy seagrass was gained. Mapping offshore seagrass beds has proved difficult in the past using airborne mapping methods. FWC FWRI began using remote-sensing and high-resolution satellite imagery in 2012 to fill this gap (Yarbro & Carlson, 2018).

Research on community-based social marketing in Crystal River found that navigational aids were more effective in changing boating behavior than printed campaign materials. Boaters slowed their vessels at significantly further distances when aids were present. The number of boaters who slowed down also increased significantly. This could be explained by the proximity of the buoys to locations where seagrass scarring frequently occurred (Barry et al., 2020). However, even with navigational aids, only modest improvements in boater behavior were observed (Barry et al., 2020).



**Map 14.** Shellfish Harvesting Areas (Spring) within the Nature Coast Aquatic Preserve.





**Map 15.** Shellfish Harvesting Areas (Winter) within the Nature Coast Aquatic Preserve.



Boaters surveyed in Crystal River did not show a clear understanding of the benefits of seagrasses beyond the provision of habitat. While boaters place a high value on seagrass, many of them admitted to personally contributing to seagrass scarring in the region. Less experienced boaters were much more likely to rate scarring as important after they were exposed to education materials. But more experienced boaters were more likely to have scarred seagrass in the previous year. These findings point to a need for messages targeted to different audiences. Introductory-level messages could focus more generally on the benefits of seagrass, while advanced communications could include aerial imagery or information about the ecosystem services that are lost when scarring occurs (Barry et al., 2020).

#### **FWC Marine Debris Program**

FWC organizes a crab trap retrieval program for both blue crab and stone crab traps throughout the state. The program occurs during closed seasons for stone crabs and during a 10-day closure, every other year, for blue crabs. Commercial fishermen assist in removing gear. Gear that are attached to buoys with identifying information are linked back to the owner of the trap, and the owners are fined \$10 per trap. This program was organized to reduce the impacts of the large amount of crab traps lost each year (an estimated 3%-10% of gear is lost due to weather annually). Derelict trap removal events can be conducted outside the closed season windows by obtaining appropriate authorization from FWC. Derelict traps impact sensitive habitat, such as coral reefs and seagrass meadows. Marine animals can become entangled or trapped in wayward gear, and they present a navigational hazard for boaters. Stone crab traps are particularly impactful because they contain about 50 pounds of concrete to sink the gear to the ocean floor. FWC removes about 5,000 traps across the state each year (personal communication, Pamela Gruver, April 15, 2021).

#### **NOAA Marine Debris Program**

NOAA's Marine Debris Program (MDP) is a federal, nationwide program with a mission to investigate and prevent the adverse impacts of marine debris. Through six components: prevention, removal, research, monitoring and detection, response, and coordination, MDP supports projects and partnerships across the country with state and local agencies, tribes, NGO's, academia and industry. This support is provided through funding opportunities as well as informational resources such as the 'Abandoned and Derelict Vessel Info Hub.'

#### **4.4.2 / Current Status of Public Use at Nature Coast Aquatic Preserve**

The NCAP was designated in June 2020. DEP oversees management of the aquatic preserve. NCAP staff will work with Citrus, Hernando, and Pasco counties to ensure public use will be supported in the NCAP as appropriate. Public use activities outlined in this section have been prioritized by NCAP staff with input from the advisory committee and the public. The order in which they are viewed does not reflect their significance to this management plan or DEP.

#### **4.4.3 / Public Use Issue**

##### **Issue Four: Human Dimensions**

Florida's aquatic preserve program strives to protect living, productive waters throughout the state. These abundant resources draw people from around the world through recreation and tourism. Consequently, as population and tourism pressures rise, the resources within the NCAP may suffer from over and misuse. This aspect of the human dimension principle will need special consideration in the management of this aquatic preserve.

Promoting sustainable use by predicting future needs and identifying current and future impacts relating to the use of NCAP's resources are outlined in the management strategies below. Staff will provide input where appropriate to community decision makers regarding the potential conflict and future access needs to help reduce these impacts. Identifying heavily impacted areas and their impact sources to

reduce physical damage will be prioritized. By working with other entities like government and law enforcement representatives, damage to the resources within the Nature Coast Aquatic Preserve can be mitigated. This will ensure their sustainability for the enjoyment of future generations.

**Goal Three:** Promote diverse, sustainable use of the Nature Coast Aquatic Preserve's submerged natural resources.

**Objective One:** Anticipate impacts related to increased use and identify potential conflicts/impacts (environmental) like construction, pipelines, development and roadways, etc. and collaborate to mitigate or prevent habitat damage related to increased use/development.

**Integrated Strategy:** Provide input to state and local decision makers on future establishment of access points for both motorized and paddle craft points of entry

**Integrated Strategy:** Provide education to and support sustainable actions of user groups.

**Integrated Strategy:** Work with subject matter experts to identify specific actions that would prevent or reduce environmental impacts and deliver information to decision makers.

**Integrated Strategy:** Work with decision makers and involved parties to prevent or reduce impacts to preserve resources and water quality

**Goal Three, Objective One - Performance Measure One:** Develop, distribute and track quantities of educational materials to other government entities, ecotourism businesses and the public on NCAP subject matter. Update documents as needed or every five years. Track distribution locations, quantity and content of brochures distributed.

**Objective Two:** Coordinate and support law enforcement to reduce or prevent impacts to natural and cultural resources.

**Integrated Strategy:** Identify areas where resources are experiencing increased use and damage and exchange information with law enforcement.

**Integrated Strategy:** Aid law enforcement by working to improve criteria to increase enforceability of impacts to submerged resources.

**Goal Three, Objective Two - Performance Measure One:** Conduct annual interviews/focus groups with law enforcement staff and produce an internal report that will guide adaptive management covering emerging natural resource threats, greatest habitat marking needs, and specific changes that would increase enforceability of laws.

**Goal Four:** Identify impacted areas, assess impact severity, and begin to implement reduction and restoration efforts relating to propeller damage, vessel grounding and anchoring related activities occurring to submerged resources within the Nature Coast Aquatic Preserve.

**Objective One:** Assess and identify areas of impact within the Aquatic Preserve.

**Integrated Strategy:** Collaborate and/or apply for funding to conduct seasonal aerial mapping of shallow areas within the NCAP boundary

**Integrated Strategy:** Identify user groups and spatiotemporal areas of greatest impact.

**Integrated Strategy:** Seek resources to restore damaged seagrass areas, especially for areas where new protection and prevention measures are implemented.

**Goal Four, Objective One - Performance Measure One:** Produce educational materials from aerial mapping images of NCAP impacted areas and track where materials are distributed.

**Objective Two:** Reduce physical damage (e.g., propeller scarring, anchor drags) to the NCAP's submerged resources.

**Integrated Strategy:** Provide educational material on alternative methods (examples: pole and troll and less destructive anchoring and mooring methods, expansion of 'Scars Hurt' educational campaign).

**Integrated Strategy:** Identify and fill research gaps on effectiveness and feasibility of exclusion zones, pole and troll/no-motor zones, and/or limited access areas for resource protection.

**Integrated Strategy:** Utilize where appropriate, spatially explicit approaches such as rotating vessel exclusion zones, pole and troll areas, and pole/stick anchoring zones that prevent habitat damage (e.g., propeller scarring in seagrass, anchor damage to hardbottom) and promote habitat recovery from physical damage.

**Integrated Strategy:** Collaborate with groups such as law enforcement and waterway maintenance entities to inform appropriate actions to address boating impacts.

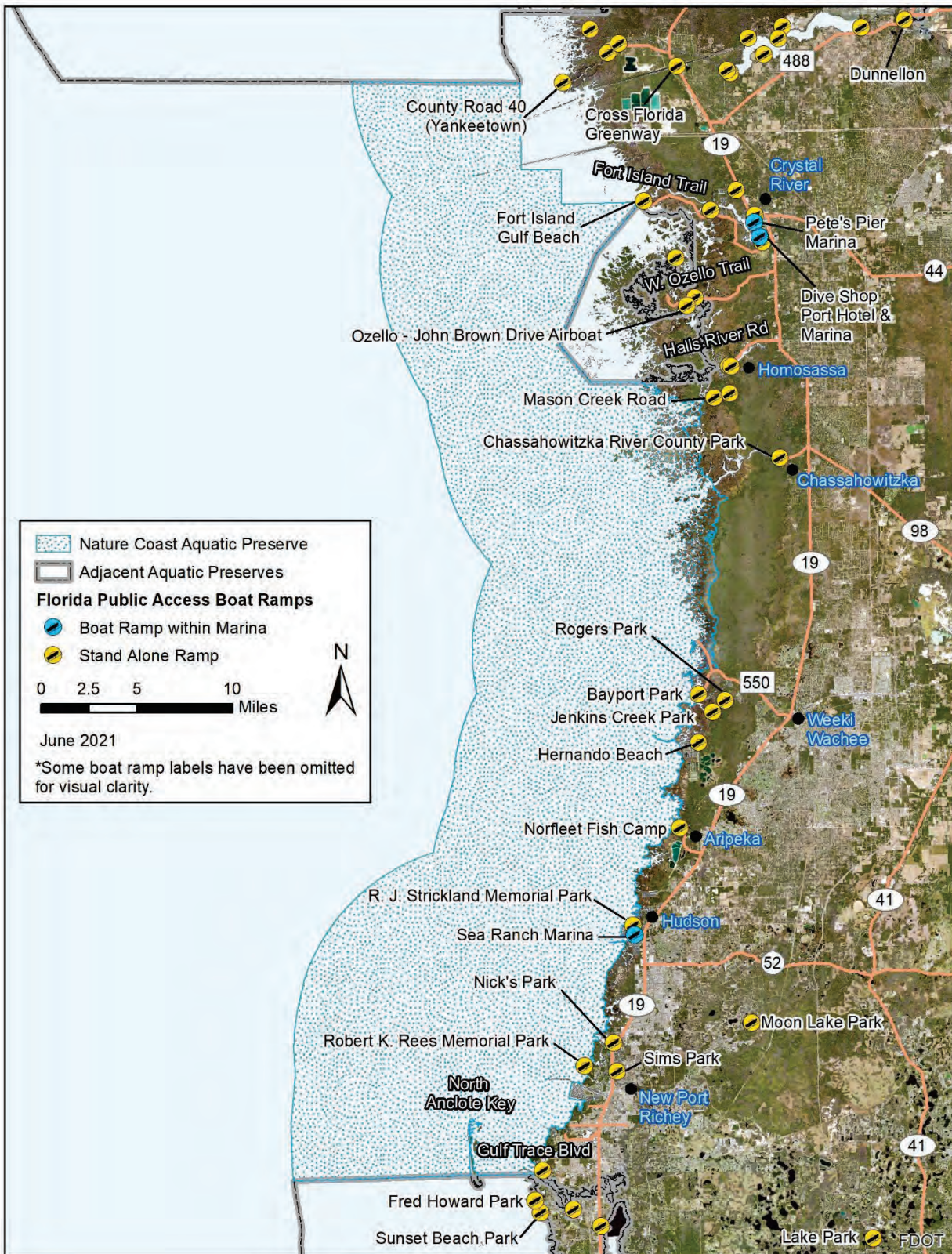
**Integrated Strategy:** Incorporate management practices that prevent or reduce the creation of propeller and anchor scars by improving navigation or establishing mooring areas within NCAP waterways.

**Integrated Strategy:** Identify scarring hotspots and determine the best practice to reduce scarring, may include education, pole and troll zones, for both creating and enforcing poling only zones and prioritizing increased enforcement.

**Goal Four, Objective Two - Performance Measure One:** Produce and / or utilize partner created publications to promote awareness and behavior changing stewardship within the NCAP. Track locations and quantities of educational material distribution.

**Goal Four, Objective Two - Performance Measure Two:** Generate a formal report by the year 2025 summarizing research on the effectiveness of spatial management strategies in mitigating resource damage and making recommendations for future action.





**Map 16.** Public access boat ramps in the Nature Coast Aquatic Preserve.





## Chapter 5 / Administrative Plan

Successful implementation of the ecosystem science, public use, education, and resource management programs outlined in this management plan is dependent on an effective administration strategy and framework that provides for adequate staffing, facilities, funding, and cooperation with other agencies and citizen support. The objectives of the aquatic preserve's administrative program include the following: 1) to supervise and administer programs and maintain facilities; 2) to comply with all legal rules, contracts, agreements, and regulations; 3) to maintain all records needed for operating, budgeting, planning, and purchasing; and 4) to communicate and coordinate with all entities involved in research, education, commercial, and recreation utilization or management within the aquatic preserve.

### Staffing

The Nature Coast Aquatic preserve is currently being managed through the Big Bend Seagrasses Aquatic Preserves office under a joint contract between the Florida Department of Environmental Protection and the University of Florida.

The plan's recommended actions, time frames, and cost estimates will guide the Office of Resilience and Coastal Protection's (ORCP) planning and budgeting activities over the period of this plan. These recommendations are based on the information that exists at the time the plan was prepared. A high degree of adaptability and flexibility must be built into this process to ensure that ORCP can adjust to changes in the availability of funds, unexpected events such as hurricanes, and changes in statewide issues, priorities and policies. Many of the strategies identified in this plan will be implemented using

existing staff and funding. However, a significant number of objectives and the strategies necessary to accomplish them cannot be completed during the life of the plan without additional resources.

Statewide priorities for management and restoration of submerged and coastal resources are evaluated each year as part of the process for planning ORCP's annual budget. When preparing ORCP's budget, it considers the needs and priorities of the entire aquatic preserve program, other programs within ORCP, and the projected availability of funding from all sources during the upcoming fiscal year. ORCP pursues supplemental sources of funds and staff resources whenever possible, including grants, volunteers, and partnerships with other entities. ORCP's ability to accomplish the specific actions identified in the plan will be determined largely by the availability of resources, which may vary from year to year. Consequently, the target schedules and estimated costs identified in Appendix D may need to be adjusted during the ten-year management planning cycle.



## Chapter 6 / Facilities Plan

The Nature Coast Aquatic Preserve (NCAP) is currently sharing space with the Big Bend Seagrasses Aquatic Preserves office which is housed within the Crystal River Preserve State Park located on the north end of the city of Crystal River at 3266 North Sailboat Avenue. Crystal River, Florida, 34428. The facility includes staff office space and laboratory space totaling 5,300 square feet. The complex also includes a 1,250 square foot pole barn under which vessels are stored, and a small storage shed. The facility has a boat ramp on the Crystal River for agency and staff use only.

Upon the occasion of a hurricane or major storm event, all vehicles and vessels of NCAP will follow the procedures outlined in the Big Bend Aquatic Preserves Management Plan, which is updated annually.

### **Vehicles**

NCAP acquired a 2020 Ford F-150 4x4 vehicle thanks to a donation from PEW Charitable Trusts.

### **Vessels**

NCAP acquired a 2021 Aluminum 20-foot Sea Ark with a 2021 Yamaha 115 horsepower motor thanks to a donation from PEW Charitable Trust.

NCAP also has access to an 18' airboat and trailer which can be used for objectives such as water quality sampling and monitoring seagrass habitat in shallow areas. This was an existing DEP vessel that needed repairs to be operational. A new hull, powder coating and reconnection of engine were made possible through a donation from PEW Charitable Trust.



## Appendix A / Legal Documents

### A.1 / Aquatic Preserve Resolution

WHEREAS, the State of Florida, by virtue of its sovereignty, is the owner of the beds of all navigable waters, salt and fresh, lying within its territory, with certain minor exceptions, and is also the owner of certain other lands derived from various sources; and

WHEREAS, title to these sovereignty and certain other lands has been vested by the Florida Legislature in the State of Florida Board of Trustees of the Internal Improvement Trust Fund, to be held, protected and managed for the long range benefit of the people of Florida; and

WHEREAS, the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as a part of its overall management program for Florida's state-owned lands, does desire to ensure the perpetual protection, preservation and public enjoyment of certain specific areas of exceptional quality and value by setting aside forever these certain areas as aquatic preserves or sanctuaries; and

WHEREAS, the ad hoc Florida Inter-Agency Advisory Committee on Submerged Land Management has selected through careful study and deliberation a number of specific areas of state—owned land having exceptional biological, aesthetic and scientific value, and has recommended to the State of Florida Board of Trustees of the Internal Improvement Trust Fund that these selected areas be officially recognized and established as the initial elements of a statewide system of aquatic preserves for Florida;

NOW, THEREFORE, BE IT RESOLVED by the State of Florida Board of Trustees of the Internal Improvement Trust Fund:

THAT it does hereby establish a statewide system of aquatic preserves as a means of protecting and preserving in perpetuity certain specially selected areas of state-owned land: and

THAT specifically described, individual areas of state-owned land may from time to time be established as aquatic preserves and included in the statewide system of aquatic preserves by separate resolution of the State of Florida Board of Trustees of the Internal Improvement Trust Fund; and

THAT the statewide system of aquatic preserves and all individual aquatic preserves established thereunder shall be administered and managed, either by the said State of Florida Board of Trustees of the Internal Improvement Trust Fund or its designee as may be specifically provided for in the establishing resolution for each individual aquatic preserve, in accordance with the following management policies and criteria:

(1) An aquatic preserve is intended to set aside an exceptional area of state-owned land and its associated waters for preservation essentially in their natural or existing condition by reasonable regulation of all human activity which might have an effect on the area.

(2) An aquatic preserve shall include only lands or water bottoms owned by the State of Florida, and such private lands or water bottoms as may be specifically authorized for inclusion by appropriate instrument from the owner. Any included lands or water bottoms to which a private ownership claim might subsequently be proved shall upon adjudication of private ownership be automatically excluded from the preserve, although such exclusion shall not preclude the State from attempting to negotiate an arrangement with the owner by which such lands or water bottoms might be again included within the preserve.

(3) No alteration of physical conditions within an aquatic preserve shall be permitted except: (a) minimum dredging and spoiling for authorized public navigation projects, or (b) other approved activity designed to enhance the quality or utility of the preserve itself. It is inherent in the concept of the aquatic preserve that, other than as contemplated above, there be: no dredging and filling to create land, no drilling of oil wells or excavation for shell or minerals, and no erection of structures on stilts or otherwise



unless associated with authorized activity, within the confines of a preserve - to the extent these activities can be lawfully prevented.

(4) Specifically, there shall be no bulkhead lines set within an aquatic preserve. When the boundary of a preserve is intended to be the line of mean high water along a particular shoreline, any bulkhead line subsequently set for that shoreline will also be at the line of mean high water.

(5) All human activity within an aquatic preserve shall be subject to reasonable rules and regulations promulgated and enforced by the State of Florida Board of Trustees of the Internal Improvement Trust Fund and/or any other specifically designated managing agency. Such rules and regulations shall not interfere unduly with lawful and traditional public uses of the area, such as fishing (both sport and commercial), hunting, boating, swimming and the like.

(6) Neither the establishment nor the management of an aquatic preserve shall infringe upon the lawful and traditional riparian rights of private property owners adjacent to a preserve. In furtherance of these rights, reasonable improvement for ingress and egress, mosquito control, shore protection and similar purposes may be permitted by the State of Florida Board of Trustees of the Internal Improvement Trust Fund and other jurisdictional agencies, after review and formal concurrence by any specifically designated managing agency for the preserve in question.

(7) Other uses of an aquatic preserve, or human activity within a preserve, although not originally contemplated, may be permitted by the State of Florida Board of Trustees of the Internal Improvement Trust Fund and other jurisdictional agencies, but only after a formal finding of compatibility made by the said Trustees on the advice of any specifically designated managing agency for the preserve in question.

IN TESTIMONY WHEREOF, the Trustees for and on behalf of the State of Florida Board of Trustees of the Internal Improvement Trust Fund have hereunto subscribed their names and have caused the official seal of said State of Florida Board of Trustees of the Internal Improvement Trust Fund to be hereunto affixed, in the City of Tallahassee, Florida, on this the 24th day of November A. D. 1969.

CLAUDE R. KIRK, JR, Governor

TOM ADAMS, Secretary of State

EARL FAIRCLOTH, Attorney General

FRED O. DICKINSON, JR., Comptroller

BROWARD WILLIAMS, Treasurer

FLOYD T. CHRISTIAN, Commissioner of Education

DOYLE CONNER, Commissioner of Agriculture

As and Constituting the State of Florida Board of Trustees of the Internal Improvement Trust Fund

## **A.2 / Florida Statutes**

All the statutes can be found according to number at:

<http://www.leg.state.fl.us/Statutes>

Florida Statutes, Chapter 253: State Lands

Florida Statutes, Chapter 258: State Parks and Preserves  
Part II (Aquatic Preserves)

Florida Statutes, Chapter 267: Historical Resources

Florida Statutes, Chapter 370: Saltwater Fisheries

Florida Statutes, Chapter 372: Wildlife

Florida Statutes, Chapter 403: Environmental Control

(Statute authorizing the Florida Department of Environmental Protection (DEP) to create Outstanding Florida Waters is at 403.061(27))

Florida Statutes, Chapter 597: Aquaculture

## **A.3 / Florida Administrative Code**

All rules can be found according to number at <https://www.flrules.org/Default.asp>

Florida Administrative Code, Chapter 18-20: Florida Aquatic Preserves  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-20>

Florida Administrative Code, Chapter 18-21: Sovereignty Submerged Lands Management  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>

Florida Administrative Code, Chapter 62-302: Surface Water Quality Standards  
(Rule designating Outstanding Florida Waters is at 62-302.700)  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-302>

## Appendix B / Resource Data

### B.1 / Glossary of Terms

References to these definitions can be found at the end of this list and in Appendix B.2 (References).

**anaerobic** - growing or occurring in the absence of molecular oxygen (Lincoln et al., 2003).

**aquaculture** - the cultivation of aquatic organisms (Lincoln et al., 2003).

**aquifer** – a body of porous rock or soil through which water passes and in which water gathers (Collin, 2004).

**biodiversity** – the range of species, subspecies or communities in a specific habitat such as a rainforest or a meadow (Collin, 2004).

**biotic community** – a community of organisms in a specific area (Collin, 2004).

**codify** - to arrange laws and rules systematically (Neufeldt & Sparks, 1990).

**diversity** - a measure of the number of species and their relative abundance in a community (Lincoln et al., 2003).

**drainage basin (catchment)** - the area from which a surface watercourse or a groundwater system derives its water; watershed (Allaby, 2005).

**easement** - a right that one may have in another's land (Neufeldt & Sparks, 1990).

**ecosystem** - a community of organisms and their physical environment interacting as an ecological unit (Lincoln et al., 2003).

**emergent** - an aquatic plant having most of the vegetative parts above water; a tree which reaches above the level of the surrounding canopy (Lincoln et al., 2003).

**endangered species** - an animal or plant species in danger of extinction throughout all or a significant portion of its range (U.S. Fish and Wildlife Service [FWS], 2015).

**endemic** - native to, and restricted to, a particular geographical region (Lincoln et al., 2003).

**epifauna** – the total animal life inhabiting a sediment surface or water surface; epibenthos (Lincoln et al., 2003).

**estuary** – a part of a river where it meets the sea and is partly composed of salt water (Collin, 2004).

**extinction** - the disappearance of a species from a given habitat (Lincoln et al., 2003).

**fauna** - the animal life of a given region, habitat or geological stratum (Lincoln et al., 2003).

**flora** - the plant life of a given region, habitat or geological stratum. (Lincoln et al., 2003).

**geographic information system (GIS)** - computer system supporting the collection, storage, manipulation and query of spatially referred data, typically including an interface for displaying geographical maps (Lincoln et al., 2003).

**habitat** – the type of environment in which a specific organism lives (Collin, 2004).

**hydric** - pertaining to water; wet (Lincoln et al., 2003).

**infauna** - the animal life within a sediment (Lincoln et al., 2003).

**intertidal zone** - the shore zone between the highest and lowest tides; littoral (Lincoln et al., 2003).

**listed species** - a species, subspecies, or distinct population segment that has been added to the Federal list of endangered and threatened wildlife and plants (FWS, 2015).

**mandate** - an order or command; the will of constituents expressed to their representative, legislature, etc. (Neufeldt & Sparks, 1990).

**mesic** - pertaining to conditions of moderate moisture or water supply; used of organisms occupying moist habitats (Lincoln et al., 2003).

**midden** - a refuse heap; used especially in archaeology (Lincoln et al., 2003).

**monitoring** – a process of regular checking on the progress of something (Collin, 2004).

**mosaic** - an organism comprising tissues of two or more genetic types; usually used with reference to plants (Lincoln et al., 2003).

**pollution** – the presence of unusually high concentrations of harmful substances in the environment, as a result of human activity or a natural process (Collin, 2004).

**population** - all individuals of one or more species within a prescribed area. A group of organisms of one species, occupying a defined area and usually isolated to some degree from other similar groups (Lincoln et al., 2003).

**psammophyte** - a plant growing or moving in unconsolidated sand (Lincoln et al., 2003).

**ruderal** - pertaining to or living amongst rubbish or debris, or inhabiting disturbed sites. (Lincoln et al., 2003).

**runoff** - part of precipitation that is not held in the soil but drains freely away (Lincoln et al., 2003).

**salinity** - a measure of the total concentration of dissolved salts in seawater (Lincoln et al., 2003).

**sessile** - non-motile; permanently attached at the base (Lincoln et al., 2003).

**species** - a group of organisms, minerals or other entities formally recognized as distinct from other groups; the basic unit of biological classification (Lincoln et al., 2003).

**species of concern** - an informal term referring to a species that might be in need of conservation action. This may range from a need for periodic monitoring of populations and threats to the species and its habitat, to the necessity for listing as threatened or endangered. Such species receive no legal protection and use of the term does not necessarily imply that a species will eventually be proposed for listing. A similar term is "species at risk," which is a general term for listed species as well as unlisted ones that are declining in population. Canada uses the term in its new "Species at Risk Act." "Imperiled species" is another general term for listed as well as unlisted species that are declining (FWS, 2015).

**stakeholder** - any person or organization who has an interest in the actions discussed or is affected by the resulting outcomes of a project or action (FWS, 2015).

**subtidal** - environment which lies below the mean low water level (Allaby, 2005).

**supratidal** - the zone on the shore above mean high tide level (Lincoln et al., 2003).

**threatened species** - an animal or plant species likely to become endangered within the foreseeable future throughout all or a significant portion of its range (FWS, 2015).

**turbid** - cloudy; opaque with suspended matter (Lincoln et al., 2003).

**upland** - land elevated above other land (Neufeldt & Sparks, 1990).

**vegetation** - plant life or cover in an area; also used as a general term for plant life (Lincoln et al., 2003).

**water column** - the vertical column of water in a sea or lake extending from the surface to the bottom (Lincoln et al., 2003).

**watershed** - an elevated boundary area separating tributaries draining in to different river systems; drainage basin (Lincoln et al., 2003).



**wetland** - an area of low lying land, submerged or inundated periodically by fresh or saline water (Lincoln et al., 2003).

**wildlife** - any undomesticated organisms; wild animals (Allaby, 2005).

**xeric** - having very little moisture; tolerating or adapted to dry conditions (Lincoln et al., 2003).

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## B.3 / Species Lists

### B.3.1 / Native Species

Legend: FT = Federally- and State-Designated Threatened • FE = Federally-and State-Designated Endangered • ST = State-Designated Threatened • SE = State-Designated Endangered • (S/A) = listed due to similarity of appearance • BGEPA = Bald and Golden Eagle Protection Act

| Common Name                         | Species Name                  | Status |
|-------------------------------------|-------------------------------|--------|
| <b>Submerged Aquatic Vegetation</b> |                               |        |
| Mermaid's wine glass                | <i>Acetabularia crenulata</i> |        |
|                                     | <i>Anadyomene stellata</i>    |        |
|                                     | <i>Avrainvillea levis</i>     |        |



| Common Name                                   | Species Name                    | Status |
|---|---------------------------------|--------|
|   | <i>Batophora oerstedii</i>      |        |
|   | <i>Caulerpa ashmeadii</i>       |        |
|   | <i>Caulerpa cupressoides</i>    |        |
|   | <i>Caulerpa langinosa</i>       |        |
|   | <i>Caulerpa mexicana</i>        |        |
|   | <i>Caulerpa paspoides</i>       |        |
|   | <i>Caulerpa prolifera</i>       |        |
|   | <i>Caulerpa racemosa</i>        |        |
|   | <i>Caulerpa sertariodes</i>     |        |
|   | <i>Codium isthmocladum</i>      |        |
|   | <i>Dictyota sp.</i>             |        |
|   | <i>Digenia simplex</i>          |        |
|   | <i>Gracilaria sp.</i>           |        |
|   | <i>Halimeda incrassata</i>      |        |
| Shoal grass                                   | <i>Halodule wrightii</i>        |        |
| Engelmann's seagrass, star grass              | <i>Halophila engelmannii</i>    |        |
|   | <i>Laurencia sp.</i>            |        |
|   | <i>Oscillatoria sp.</i>         |        |
|   | <i>Padina spp.</i>              |        |
|   | <i>Penicillus capitatus</i>     |        |
|   | <i>Penicillus dumetosus</i>     |        |
|   | <i>Penicillus pyriformis</i>    |        |
|   | <i>Rhipocephalus phoenix</i>    |        |
|   | <i>Sargassum sp.</i>            |        |
| Manatee grass                                 | <i>Syringodium filiforme</i>    |        |
| Turtle grass                                  | <i>Thalassia testudinum</i>     |        |
|   | <i>Udotea spp.</i>              |        |
|   | <i>Ulva spp.</i>                |        |
|   |                                 |        |
| <b>Intertidal and Coastal Vascular Plants</b> |                                 |        |
| Red maple                                     | <i>Acer rubrum</i>              |        |
| Inland giant leather fern                     | <i>Acrostichum danaeifolium</i> |        |
| Peppervine                                    | <i>Ampelopsis arborea</i>       |        |
| Marlberry                                     | <i>Ardisia escallonioides</i>   |        |
| Black mangrove                                | <i>Avicennia germinans</i>      |        |
| Saltwater false willow                        | <i>Baccharis angustifolia</i>   |        |
| Silverling                                    | <i>Baccharis glomerifolia</i>   |        |
| Sea myrtle, eastern baccharis                 | <i>Baccharis halimifolia</i>    |        |
| Saltwort                                      | <i>Batis maritima</i>           |        |
| Rattan vine, supplejack                       | <i>Berchemia scandens</i>       |        |
| Toothed midsorus fern                         | <i>Blechnum serrulatum</i>      |        |
| Seaside oxeye daisy                           | <i>Borrchia frutescens</i>      |        |
| Gray nicker                                   | <i>Caesalpinia bonduc</i>       |        |
| American beautyberry                          | <i>Callicarpa americana</i>     |        |
| Trumpet creeper, trumpet vine                 | <i>Campsis radicans</i>         |        |
| Sandywoods sedge                              | <i>Carex dasycarpa</i>          |        |

| Common Name                          | Species Name                    | Status |
|--------------------------------------|---------------------------------|--------|
| American hornbeam                    | <i>Carpinus caroliniana</i>     |        |
| Sugarberry                           | <i>Celtis laevigata</i>         |        |
| Longleaf chasmanthium                | <i>Chasmanthium laxum</i>       |        |
| Shiny woodoats                       | <i>Chasmanthium nitidum</i>     |        |
| Snowberry, milkberry                 | <i>Chiococca alba</i>           |        |
| Sawgrass                             | <i>Cladium jamaicense</i>       |        |
| Buttonwood                           | <i>Conocarpus erectus</i>       |        |
| Swamp dogwood                        | <i>Cornus foemina</i>           |        |
| Coinvine                             | <i>Dalbergia ecastaphyllum</i>  |        |
| Cowitch vine                         | <i>Decumaria barbara</i>        |        |
| Common persimmon                     | <i>Diospyros virginiana</i>     |        |
| Salt grass                           | <i>Distichlis spicata</i>       |        |
| Smooth elephants foot                | <i>Elephantopus nudatus</i>     |        |
| Carolina scalystem                   | <i>Elytraria caroliniensis</i>  |        |
| Coralbean                            | <i>Erythrina herbacea</i>       |        |
| Marsh frimby                         | <i>Fimbristylis spadicea</i>    |        |
| Hairy frimby                         | <i>Fimbristylis puberula</i>    |        |
| Florida privet, Florida swampprivet  | <i>Forestiera segregate</i>     |        |
| Carolina jessamine                   | <i>Gelsemium sempervirens</i>   |        |
| Marshelder, sumpweed, Jesuit's bark  | <i>Iva frutescens</i>           |        |
| Forked rush                          | <i>Juncus dichotomus</i>        |        |
| Common rush                          | <i>Juncus effusus</i>           |        |
| Shore rush                           | <i>Juncus marginatus</i>        |        |
| Manyhead rush                        | <i>Juncus polycephalos</i>      |        |
| Black needlerush                     | <i>Juncus roemerianus</i>       |        |
| Needlepod rush                       | <i>Juncus scirpoides</i>        |        |
| Southern red cedar                   | <i>Juniperus virginiana</i>     |        |
| Virginia saltmarsh mallow            | <i>Kosteletzkya pentacarpos</i> |        |
| White mangrove                       | <i>Laguncularia racemose</i>    |        |
| Carolina sealavendar                 | <i>Limonium carolinianum</i>    |        |
| Sweetgum                             | <i>Liquidambar styraciflua</i>  |        |
| Christmasberry, Carolina desertthorn | <i>Lycium carolinianum</i>      |        |
| Wand lythrum                         | <i>Lythrum lineare</i>          |        |
| Sweetbay                             | <i>Magnolia virginiana</i>      |        |
| Shoregrass                           | <i>Monanthochloe littoralis</i> |        |
| Wax myrtle, southern bayberry        | <i>Myrica cerifera</i>          |        |
| Woodsgrass                           | <i>Oplismenus hirtellas</i>     |        |
| Devilwood                            | <i>Osmanthus americanus</i>     |        |
| Cinnamon fern                        | <i>Osmunda cinnamomea</i>       |        |
| Royal fern                           | <i>Osmunda regalis</i>          |        |
| Seashore paspalum                    | <i>Paspalum vaginatum</i>       |        |
| Swamp bay                            | <i>Persea palustris</i>         |        |
| Laurel oak                           | <i>Quercus laurifolia</i>       |        |
| Water oak                            | <i>Quercus nigra</i>            |        |
| Virginia live oak                    | <i>Quercus virginiana</i>       |        |
| Rubbervine                           | <i>Rhabdadenia biflora</i>      |        |

| Common Name                                  | Species Name                      | Status |
|--|-----------------------------------|--------|
| Needle palm                                  | <i>Rhapidophyllum hystrix</i>     | C      |
| Red mangrove                                 | <i>Rhizophorus mangle</i>         |        |
| Bluestem palmetto                            | <i>Sabal minor</i>                |        |
| Cabbage palm                                 | <i>Sabal palmetto</i>             |        |
| Smallflower mock buckthorn                   | <i>Sageretia minutiflora</i>      |        |
| Annual glasswort                             | <i>Salicornia bigelovii</i>       |        |
| Perennial glasswort                          | <i>Salicornia virginica</i>       |        |
| Perennial glasswort                          | <i>Sarcocornia ambigua</i>        |        |
| Seapurslane                                  | <i>Sesuvium portulacastrum</i>    |        |
| Saffron plum                                 | <i>Sideroxylon celastrinum</i>    |        |
| False mastic                                 | <i>Sideroxylon foetidissimum</i>  |        |
| Earleaf greenbrier                           | <i>Smilax auriculata</i>          |        |
| Saw greenbrier                               | <i>Smilax bona-nox</i>            |        |
| Cat greenbrier                               | <i>Smilax glauca</i>              |        |
| Laurel greenbrier                            | <i>Smilax laurifolia</i>          |        |
| Sarsaparilla vine                            | <i>Smilax pumila</i>              |        |
| Bristly greenbrier                           | <i>Smilax tamnoides</i>           |        |
| Smooth cordgrass, oystergrass                | <i>Spartina alterniflora</i>      |        |
| Saltmeadow hay, saltmeadow cordgrass         | <i>Spartina patens</i>            |        |
| Giant cordgrass, rough cordgrass             | <i>Spartina cynosuroides</i>      |        |
| Gulf cordgrass                               | <i>Spartina spartinae</i>         |        |
| Perennial saltmarsh aster                    | <i>Symphyotrichum tenuifolium</i> |        |
| Widespread maiden fern                       | <i>Thelypteris kunthii</i>        |        |
| Widespread maiden fern                       | <i>Thelypteris normalis</i>       |        |
| Marsh fern                                   | <i>Thelypteris palustris</i>      |        |
| Poison ivy                                   | <i>Toxicodendron radicans</i>     |        |
| American elm                                 | <i>Ulmus americana</i>            |        |
| Walter's viburnum                            | <i>Viburnum obovatum</i>          |        |
| Summer grape                                 | <i>Vitis aestivalis</i>           |        |
| Graybark grape                               | <i>Vitis cinerea</i>              |        |
| Muscadine                                    | <i>Vitis rotundifolia</i>         |        |
| Calloose grape                               | <i>Vitis shuttleworthii</i>       |        |
| Netted chain fern                            | <i>Woodwardia areolate</i>        |        |
| Virginia chain fern                          | <i>Woodwardia virginica</i>       |        |
| Coontie                                      | <i>Zamia pumila</i>               | C      |
|  |                                   |        |
| <b>Upland/Adjacent Lands Vascular plants</b> |                                   |        |
| Slender threeseed mercury                    | <i>Acalypha gracilens</i>         |        |
| Oppositeleaf spotflower                      | <i>Acmella oppositifolia</i>      |        |
| Brittle maidenhair fern                      | <i>Adiantum tenerum</i>           | SE     |
| Beach false foxglove                         | <i>Agalinis fasciculata</i>       |        |
| Saltmarsh false foxglove                     | <i>Agalinis maritima</i>          |        |
| Purple false foxglove                        | <i>Agalinis purpurea</i>          |        |
| Incised groove-bur                           | <i>Agrimonia incisa</i>           | SE     |
| Southern colicroot                           | <i>Aletris obovate</i>            |        |
| Common ragweed                               | <i>Ambrosia artemisiifolia</i>    |        |

| Common Name                        | Species Name                         | Status |
|------------------------------------|--------------------------------------|--------|
| False indigobush                   | <i>Amorpha fruticose</i>             |        |
| Stiff bluestar                     | <i>Amsonia rigida</i>                |        |
| Splitbeard bluestem                | <i>Andropogon ternarius</i>          |        |
| Chalky bluestem                    | <i>Andropogon virginicus glaucus</i> |        |
| Green silkscale                    | <i>Anthaenanthia villosa</i>         |        |
| Devils' walking stick              | <i>Aralia spinosa</i>                |        |
| Greendragon                        | <i>Arisaema dracontium</i>           |        |
| Wiregrass                          | <i>Aristida beyrichiana</i>          |        |
| Big threeawn                       | <i>Aristida condensate</i>           |        |
| Bottlebrush threeawn               | <i>Aristida spiciformis</i>          |        |
| Virginia snakeroot                 | <i>Aristolochia serpentaria</i>      |        |
| Florida indian plantain            | <i>Arnoglossum floridanum</i>        |        |
| Butterfly milkweed, butterflyweed  | <i>Asclepias tubersoa</i>            |        |
| Whorled milkweed                   | <i>Asclepias verticillate</i>        |        |
| Slimleaf pawpaw, narrowleaf pawpaw | <i>Asimina angustifolia</i>          |        |
| Ebony spleenwort                   | <i>Asplenium platyneuron</i>         |        |
| Florida milkvetch                  | <i>Astragalus obcordatus</i>         |        |
| Smooth yellow false foxglove       | <i>Aureolaria flava</i>              |        |
| Fernleaf yellow false foxglove     | <i>Aureolaria pedicularia</i>        |        |
| Common carpetgrass                 | <i>Axonopus fissifolius</i>          |        |
| Big carpetgrass                    | <i>Axonopus furcatus</i>             |        |
| Blue waterhyssop                   | <i>Bacopa caroliniana</i>            |        |
| Herb-of-grace                      | <i>Bacopa monnieri</i>               |        |
| Pineland wild indigo               | <i>Baptisia lecontei</i>             |        |
| Tarflower                          | <i>Bejaria racemose</i>              |        |
| Florida greeneyes                  | <i>Berlandiera subacaulis</i>        |        |
| Beggarticks, spanish needles       | <i>Bidens alba</i>                   |        |
| Spanish needles                    | <i>Bidens bipinnata</i>              |        |
| Smooth beggarticks                 | <i>Bidens laevis</i>                 |        |
| Smallfruit beggarticks             | <i>Bidens mitis</i>                  |        |
| Crossvine                          | <i>Bignonia capreolata</i>           |        |
| False nettle                       | <i>Boehmeria cylindrica</i>          |        |
| American bluehearts                | <i>Buchnera americana</i>            |        |
| Capillary hairsedge                | <i>Bulbostylis ciliatifolia</i>      |        |
| Scarlet calamint                   | <i>Calamintha coccinea</i>           |        |
| Bearded grasspink                  | <i>Calopogon barbatus</i>            |        |
| Tuberous grasspink                 | <i>Calopogon tuberosus</i>           |        |
| Hedge false bindweed               | <i>Calystegia sepium</i>             |        |
| Florida bellflower                 | <i>Campanula floridana</i>           |        |
| Florida paintbrush                 | <i>Carphephorus corymbosus</i>       |        |
| Vanillaleaf, vanilla plant         | <i>Carphephorus odoratissimus</i>    |        |
| Hairy chaffhead                    | <i>Carphephorus paniculatus</i>      |        |
| Water hickory                      | <i>Carya aquatica</i>                |        |
| Pignut hickory                     | <i>Carya glabra</i>                  |        |
| Chinquapin                         | <i>Castanea pumila</i>               |        |
| Southern catalpa                   | <i>Catalpa bignonioides</i>          |        |



| Common Name                  | Species Name                     | Status |
|------------------------------|----------------------------------|--------|
| New Jersey tea, redroot      | <i>Ceanothus americanus</i>      |        |
| Slender sandbur              | <i>Cenchrus gracillimus</i>      |        |
| Coastal sandbur              | <i>Cenchrus incertus</i>         |        |
| Spadeleaf                    | <i>Centella asiatica</i>         |        |
| Spurred butterfly pea        | <i>Centrosema virginianum</i>    |        |
| Common buttonbush            | <i>Cephalanthus occidentalis</i> |        |
| Coontail                     | <i>Ceratophyllum demersum</i>    |        |
| Eastern redbud               | <i>Cercis canadensis</i>         |        |
| Partridge pea                | <i>Chamaecrista fasciculata</i>  |        |
| Sensitive pea                | <i>Chamaecrista nictitans</i>    |        |
| Fringetree                   | <i>Chionanthus virginicus</i>    |        |
| Cottony golden aster         | <i>Chrysopsis gossypina</i>      |        |
| Maryland golden aster        | <i>Chrysopsis mariana</i>        |        |
| Scrubland golden aster       | <i>Chrysopsis subulate</i>       |        |
| Citrus                       | <i>Citrus</i> spp.               |        |
| Pine hyacinth                | <i>Clematis baldwinii</i>        |        |
| Netleaf leather-flower       | <i>Clematis reticulata</i>       |        |
| Butterfly pea                | <i>Clitoria mariana</i>          |        |
| Tread-softly                 | <i>Cnidioscolus stimulosus</i>   |        |
| Whitemouth dayflower         | <i>Commelina erecta</i>          |        |
| Blue mistflower, ageratum    | <i>Conoclinium coelestinum</i>   |        |
| American squawroot           | <i>Conopholis americana</i>      |        |
| Canadian horseweed           | <i>Conzya canadensis</i>         |        |
| Florida tickseed             | <i>Coreopsis floridana</i>       |        |
| Leavenworth's tickseed       | <i>Coreopsis leavenworthii</i>   |        |
| Roughleaf dogwood            | <i>Cornus asperifolia</i>        |        |
| Flowering dogwood            | <i>Cornus florida</i>            |        |
| May haw, Michaux's hawthorne | <i>Crataegus michauxii</i>       |        |
| String-lily, seven-sisters   | <i>Crinum Americanum</i>         |        |
| Slender scratchdaisy         | <i>Croptilon divaricatum</i>     |        |
| Pursh's rattlebox            | <i>Crotalaria purshii</i>        |        |
| Rabbitbells                  | <i>Crotalaria rotundifolia</i>   |        |
| Silver croton                | <i>Croton argyranthemus</i>      |        |
| Rushfoil, Michaux's croton   | <i>Croton michauxii</i>          |        |
| Compact dodder               | <i>Cuscuta compacta</i>          |        |
| Bermudagrass                 | <i>Cynodon dactylon</i>          |        |
| Baldwin's flatsedge          | <i>Cyperus crocerus</i>          |        |
| Wiry flatsedge               | <i>Cyperus filiculmis</i>        |        |
| Plukenet's flatsedge         | <i>Cyperus plukenetii</i>        |        |
| Pinebarren flatsedge         | <i>Cyperus retrorsus</i>         |        |
| Whitetassels                 | <i>Dalea carnea</i>              |        |
| Hairy small-leaf ticktrefoil | <i>Desmodium ciliare</i>         |        |
| Florida ticktrefoil          | <i>Desmodium floridanum</i>      |        |
| Sand ticktrefoil             | <i>Desmodium lineatum</i>        |        |
| Panickedleaf ticktrefoil     | <i>Desmodium paniculatum</i>     |        |
| Dixie ticktrefoil            | <i>Desmodium tortuosum</i>       |        |

| Common Name                              | Species Name                                | Status |
|--|---|--------|
| Coastalplain balm                        | <i>Dicerandra linearifolia</i>              |        |
| Needleleaf witchgrass                    | <i>Dichantherium aciculare</i>              |        |
| Variable witchgrass                      | <i>Dichantherium commutatum</i>             |        |
| Cypress witchgrass                       | <i>Dichantherium ensifolium ensifolium</i>  |        |
| Cypress witchgrass                       | <i>Dichantherium ensifolium unciphyllum</i> |        |
| Eggleaf witchgrass                       | <i>Dichantherium ovale</i>                  |        |
| Hemlock witchgrass                       | <i>Dichantherium portoricense</i>           |        |
| Roughhair witchgrass                     | <i>Dichantherium strigosum</i>              |        |
| Carolina ponysfoot                       | <i>Dichondra caroliniensis</i>              |        |
| Slender crabgrass                        | <i>Digitaria filiformis</i>                 |        |
| Virginia buttonweed                      | <i>Diodia virginiana</i>                    |        |
| Dwarf sundew                             | <i>Drosera brevifolia</i>                   |        |
| Pink sundew                              | <i>Drosera capillaris</i>                   |        |
| Oblong twinflower                        | <i>Dyschoriste oblongifolia</i>             |        |
| Burrhead                                 | <i>Echinodorus</i> spp.                     |        |
| Tall elephantsfoot                       | <i>Elephantopus elatus</i>                  |        |
| Florida tasselflower                     | <i>Emilia fosbergii</i>                     |        |
| Green-fly orchid                         | <i>Epidendrum conopseum</i>                 | C      |
| Elliott's lovegrass                      | <i>Eragrostis elliottii</i>                 |        |
| Coastal lovegrass                        | <i>Eragrostis virginica</i>                 |        |
| Burnweed                                 | <i>Erectites hieracifolia</i>               |        |
| Oakleaf fleabane                         | <i>Erigeron quercifolius</i>                |        |
| Early whitetop fleabane                  | <i>Erigeron vernus</i>                      |        |
| Pipewort                                 | <i>Eriocaulon compressum</i>                |        |
| Wild buckwheat                           | <i>Eriogonum tomentosum</i>                 |        |
| Rattlesnakemaster                        | <i>Eryngium aquaticum</i>                   |        |
| Baldwin's eryngo                         | <i>Eryngium baldwinii</i>                   |        |
| Rattlesnakemaster, button eryngo         | <i>Eryngium yuccifolium</i>                 |        |
| American strawberrybush                  | <i>Euonymus americanus</i>                  |        |
| White thoroughwort                       | <i>Eupatorium album</i>                     |        |
| Dogfennel                                | <i>Eupatorium capillifolium</i>             |        |
| Yankeeweed                               | <i>Eupatorium compositifolium</i>           |        |
| False fennel                             | <i>Eupatorium leptophyllum</i>              |        |
| Semaphore thoroughwort                   | <i>Eupatorium milkanoides</i>               |        |
| Mohr's thoroughwort                      | <i>Eupatorium mohrii</i>                    |        |
| Common boneset                           | <i>Eupatorium perfoliatum</i>               |        |
| False hoarhound                          | <i>Eupatorium rotundifolium</i>             |        |
| Saltmarsh fingergrass                    | <i>Eustachys glauca</i>                     |        |
| Seaside gentian                          | <i>Eustoma exaltatum</i>                    |        |
| Flat-topped goldenrod, slender goldenrod | <i>Euthamia caroliniana</i>                 |        |
| Flat-top goldenrod                       | <i>Euthamia graminifolia</i>                |        |
| Silver dwarf morningglory                | <i>Evolvulus sericeus</i>                   |        |
| Narrowleaf yellowtops                    | <i>Flaveria linearis</i>                    |        |
| White ash                                | <i>Fraxinus americana</i>                   |        |
| Carolina ash                             | <i>Fraxinus caroliniana</i>                 |        |
| Southern umbrellasedge                   | <i>Fuirena scirpoidea</i>                   |        |

| Common Name                         | Species Name                     | Status |
|-------------------------------------|----------------------------------|--------|
| Lanceleaf blanketflower             | <i>Gaillardia aestivalis</i>     |        |
| Elliott's milkpea                   | <i>Galactia elliotii</i>         |        |
| Soft milkpea                        | <i>Galactia mollis</i>           |        |
| Eastern milkpea                     | <i>Galactia regularis</i>        |        |
| Downy milkpea                       | <i>Galactia volubilis</i>        |        |
| Coastal bedstraw                    | <i>Galium hispidulum</i>         |        |
| Stiff marsh bedstraw                | <i>Galium tinctorium</i>         |        |
| Dwarf huckleberry                   | <i>Gaylussacia Dumosa</i>        |        |
| Blue huckleberry                    | <i>Gaylussacia frondose</i>      |        |
| Rose mock vervain                   | <i>Glandularia canadensis</i>    |        |
| Loblolly bay                        | <i>Gordonia lasianthus</i>       |        |
| Rough hedgehyssop                   | <i>Gratiola hispida</i>          |        |
| Shaggy hedgehyssop                  | <i>Gratiola Pilosa</i>           |        |
| Branched hedgehyssop                | <i>Gratiola ramosa</i>           |        |
| Bearded skeletongrass               | <i>Gymnopogon ambiguous</i>      |        |
| Chapman's skeletongrass             | <i>Gymnopogon chapmanianus</i>   |        |
| Toothpetal false reinorchid         | <i>Habenaria floribunda</i>      |        |
| Bog orchid                          | <i>Habenaria quinqueseta</i>     |        |
| Carolina silverbell                 | <i>Halesia caroliniana</i>       |        |
| Southeastern sneezeweed             | <i>Helenium pinnatifidum</i>     |        |
| Swamp sunflower                     | <i>Helianthus angustifolius</i>  |        |
| Rayless sunflower, stiff sunflower  | <i>Helianthus radula</i>         |        |
| Seaside heliotrope, salt heliotrope | <i>Heliotropium curassavicum</i> |        |
| Crested coralroot                   | <i>Hexalectris spicata</i>       |        |
| Crimson-eyed rosemallow             | <i>Hibiscus moscheutos</i>       |        |
| Coastalplain hawkweed               | <i>Hieracium megacephalon</i>    |        |
| Marsh pennywort                     | <i>Hydrocotyle umbellata</i>     |        |
| Sky flower                          | <i>Hydrolea corymbosa</i>        |        |
| Coastalplain St. John's-wort        | <i>Hypericum Brachyphyllum</i>   |        |
| Roundpod St. John's-wort            | <i>Hypericum cistifolium</i>     |        |
| Peelbark St. John's-wort            | <i>Hypericum fasciculatum</i>    |        |
| St. Andrew's-cross                  | <i>Hypericum hypericoides</i>    |        |
| Dwarf St. John's wort               | <i>Hypericum mutilum</i>         |        |
| Myrtleleaf St. John's-wort          | <i>Hypericum myrtifolium</i>     |        |
| Fourpetal St. John's wort           | <i>Hypericum tetrapetalum</i>    |        |
| Common yellow stargrass             | <i>Hypoxis curtissi</i>          |        |
| Fringed yellow stargrass            | <i>Hypoxis juncea</i>            |        |
| Musky mint, clustered bushmint      | <i>Hyptis alata</i>              |        |
| Carolina holly                      | <i>Ilex ambigua</i>              |        |
| Dahoon holly                        | <i>Ilex cassine</i>              |        |
| Possumhaw                           | <i>Ilex decidua</i>              |        |
| Gallberry, inkberry                 | <i>Ilex glabra</i>               |        |
| American holly                      | <i>Ilex opaca</i>                |        |
| Yaupon holly                        | <i>Ilex vomitoria</i>            |        |
| Wild indigo, Carolina indigo        | <i>Indigofera caroliniana</i>    |        |
| Saltmarsh morningglory              | <i>Ipomoea sagittata</i>         |        |

| Common Name                                     | Species Name                    | Status |
|---|---------------------------------|--------|
| Prairie iris, blueflag                          | <i>Iris hexagona</i>            |        |
| Virginia willow, sweetspire                     | <i>Itea virginica</i>           |        |
| Wicky, hairy laurel                             | <i>Kalmia hirsute</i>           |        |
| Dwarf dandelion                                 | <i>Krigia virginica</i>         |        |
| Carolina redroot                                | <i>Lachnanthes caroliana</i>    |        |
| Whitehead bogbutton                             | <i>Lachnocaulon anceps</i>      |        |
| Small's bogbutton                               | <i>Lachnocaulon minus</i>       |        |
| Thymeleaf pinweed                               | <i>Lechea minor</i>             |        |
| Pineland pinweed                                | <i>Lechea sessiliflora</i>      |        |
| Little duckweed                                 |                                 |        |
| Virginia pepperweed                             | <i>Lepidium virginicum</i>      |        |
| Narrowleaf lespedeza                            | <i>Lespedeza angustifolia</i>   |        |
| Hairy lespedeza                                 | <i>Lespedeza hirta</i>          |        |
| Tall lespedeza                                  | <i>Lespedeza stuevei</i>        |        |
| Chapman's gayfeather, Chapman's blazing star    | <i>Liatris chapmanii</i>        |        |
| Pinkscale gayfeather                            | <i>Liatris elegans</i>          |        |
| Slender gayfeather                              | <i>Liatris gracilis</i>         |        |
| Few flowered gayfeather, fewflower blazing star | <i>Liatris pauciflora</i>       |        |
| Shortleaf gayfeather                            | <i>Liatris tenuifolia</i>       |        |
| Gopher apple                                    | <i>Licania michauxii</i>        |        |
| Eastern glasswort                               | <i>Lilaeopsis chinensis</i>     |        |
| Pine lily                                       | <i>Lilium catesbaei</i>         | ST     |
| Blue toadflax                                   | <i>Linaria canadensis</i>       |        |
| Savannah false pimpernel                        | <i>Lindernia grandiflora</i>    |        |
| Florida yellow flax                             | <i>Linum floridanum</i>         |        |
| Cardinal flower                                 | <i>Lobelia cardinalis</i>       | ST     |
| Glades lobelia                                  | <i>Lobelia glandulosa</i>       |        |
| White lobelia                                   | <i>Lobelia paludosa</i>         |        |
| Coral honeysuckle                               | <i>Lonicera sempervirens</i>    |        |
| Seaside primrose-willow                         | <i>Ludwigia maritima</i>        |        |
| Smallfruit primrose-willow                      | <i>Ludwigia macrocarpa</i>      |        |
| Marsh seedbox                                   | <i>Ludwigia palustris</i>       |        |
| Creeping primrose-willow                        | <i>Ludwigia repens</i>          |        |
| Savannah primrose-willow                        | <i>Ludwigia virgata</i>         |        |
| Foxtail club-moss                               | <i>Lycopodium alopecuroides</i> |        |
| Southern club-moss                              | <i>Lycopodium appressa</i>      |        |
| Slender club-moss                               | <i>Lycopodium carolinianum</i>  |        |
| Rose-rush                                       | <i>Lygodesmia aphylla</i>       |        |
| Rusty staggerbush                               | <i>Lyonia ferruginea</i>        |        |
| Coastalplain staggerbush                        | <i>Lyonia fruticose</i>         |        |
| Fetterbush                                      | <i>Lyonia lucida</i>            |        |
| Wild bushbean                                   | <i>Macroptilium lathyroides</i> |        |
| Southern magnolia                               | <i>Magnolia grandiflora</i>     |        |
| Florida spiny pod                               | <i>Matelea floridana</i>        | SE     |
| Axilflower                                      | <i>Mecardonia acuminata</i>     |        |



| Common Name                               | Species Name                          | Status |
|---|---------------------------------------|--------|
| Snow squarestem                           | <i>Melanthera nivea</i>               |        |
| White sweetclover                         | <i>Melilotus albus</i>                |        |
| Climbing hempvine                         | <i>Mikania scandens</i>               |        |
| Littleleaf sensitive briar                | <i>Mimosa microphylla</i>             |        |
| Sensitive briar                           | <i>Mimosa quadrivalvis angustata</i>  |        |
| Partridgeberry                            | <i>Mitchella repens</i>               |        |
| Lax hornpod                               | <i>Mitreola petiolate</i>             |        |
| Red mulberry                              | <i>Morus rubra</i>                    |        |
| Hairgrass, muhly grass, hairawn muhly     | <i>Muhlenbergia capilaris filipes</i> |        |
| Southern waternymph                       | <i>Najas guadalupensis</i>            |        |
| Tropical puff                             | <i>Neptunia pubescens</i>             |        |
| Swamp tupelo                              | <i>Nyssa sylvatica biflora</i>        |        |
| Pinebarren aster                          | <i>Oclemena reticulata</i>            |        |
| Cutleaf evening-primrose, willow primrose | <i>Oenothera laciniata</i>            |        |
| Clustered mile graines                    | <i>Oldenlandia uniflora</i>           |        |
| Tuna cactus                               | <i>Opuntia ficus-india</i>            |        |
| Pricklypear                               | <i>Opuntia humifusa</i>               |        |
| Eastern hophornbeam                       | <i>Ostrya virginiana</i>              |        |
| Common yellow woodsorrel                  | <i>Oxalis corniculata</i>             |        |
| Water cowbane, water dropwort             | <i>Oxypolis filiformis</i>            |        |
| Coastalplain palafox                      | <i>Palafoxia integrifolia</i>         |        |
| Pineland nailwort                         | <i>Paronychia patula</i>              |        |
| Virginia creeper                          | <i>Parthenocissus quinquefolia</i>    |        |
| Crowngrass                                | <i>Paspalum bifidum</i>               |        |
| Florida paspalum                          | <i>Paspalum floridanum</i>            |        |
| Early paspalum                            | <i>Paspalum praecox</i>               |        |
| Thin paspalum                             | <i>Paspalum setaceum</i>              |        |
| Purple passionflower                      | <i>Passiflora incarnata</i>           |        |
| Buckroot                                  | <i>Pedimelum canescens</i>            |        |
| Mayflower beardtongue                     | <i>Penstemon multiflorus</i>          |        |
| Red bay                                   | <i>Persea borbonia</i>                |        |
| Goldenfoot fern, golden polypody          | <i>Phlebodium aureum</i>              |        |
| Florida false sunflower                   | <i>Phoebanthus grandifloras</i>       |        |
| Red chokeberry                            | <i>Photinia pyrifolia</i>             |        |
| Common cane, roseau cane                  | <i>Phragmites australis</i>           |        |
| Fogfruit, capeweed                        | <i>Phyla nodiflora</i>                |        |
| Cypresshead groundcherry                  | <i>Physalis Arenicola</i>             |        |
| Walter's groundcherry                     | <i>Physalis walteri</i>               |        |
| Slenderleaf false dragonhead              | <i>Physostegia leptophylla</i>        |        |
| Eastern false dragonhead                  | <i>Physostegia purpurea</i>           |        |
| American pokeweed                         | <i>Phytolacca americana</i>           |        |
| Wild pennyroyal                           | <i>Piloblephis rigida</i>             |        |
| Blueflower butterwort                     | <i>Pinguicula caerulea</i>            | ST     |
| Yellow butterwort                         | <i>Pinguicula lutea</i>               | ST     |
| Small butterwort                          | <i>Pinguicula pumila</i>              |        |
| Sand pine                                 | <i>Pinus clausa</i>                   |        |

| Common Name                   | Species Name                              | Status |
|-------------------------------|---|--------|
| Slash pine                    | <i>Pinus elliotii</i>                     |        |
| Longleaf pine                 | <i>Pinus palustris</i>                    |        |
| Pond pine                     | <i>Pinus serotina</i>                     |        |
| Loblolly pine                 | <i>Pinus taeda</i>                        |        |
| Blackseed needlegrass         | <i>Piptochaetium avenaeceum</i>           |        |
| Pitted stripeeed              | <i>Piriqueta caroliniana</i>              |        |
| Southern plantain             | <i>Plantago virginica</i>                 |        |
| Yellow fringed orchid         | <i>Platanthera ciliaris</i>               | ST     |
| Resurrection fern             | <i>Pleopeltis polypodioides</i>           |        |
| Stinking camphorweed          | <i>Pluchea foetida</i>                    |        |
| Sweetscent                    | <i>Pluchea odorata</i>                    |        |
| Rosy camphorweed              | <i>Pluchea rosea</i>                      |        |
| Rose pogonia                  | <i>Pogonia ophioglossoides</i>            | ST     |
| Baldwin's milkwort            | <i>Polygala baldunii</i>                  |        |
| Drumheads                     | <i>Polygala cruceata</i>                  |        |
| Orange milkwort               | <i>Polygala lutea</i>                     |        |
| Candyroot                     | <i>Polygala nana</i>                      |        |
| Racemed milkwort              | <i>Polygala polygama</i>                  |        |
| Coastalplain milkwort         | <i>Polygala setacea</i>                   |        |
| Tall jointweed                | <i>Polygonella gracilis</i>               |        |
| Octoberflower                 | <i>Polygonella polygama</i>               |        |
| Swamp smartweed               | <i>Polygonum hydropiperoides</i>          |        |
| Dotted smartweed              | <i>Polygonum punctatum</i>                |        |
| Rustweed                      | <i>Polypremum procumbens</i>              |        |
| Hairy shadow witch            | <i>Ponthieva racemose</i>                 |        |
| Eastern cottonwood            | <i>Populus deltoids</i>                   |        |
| Illinois pondweed             | <i>Potamogeton illinoensis</i>            |        |
| Clasping leaf                 | <i>Potamogeton perfoliatus</i>            |        |
| Small pondweed                | <i>Potamogeton pusillus</i>               |        |
| Marsh mermaidweed             | <i>Proserpinaca palustris</i>             |        |
| Combleaf mermaidweed          | <i>Proserpinaca pectinate</i>             |        |
| American plum                 | <i>Prunus americana</i>                   |        |
| Chickasaw plum                | <i>Prunus angustifolia</i>                |        |
| Carolina laurel cherry        | <i>Prunus caroliniana</i>                 |        |
| Black cherry                  | <i>Prunus serotina</i>                    |        |
| Flatwoods plum                | <i>Prunus umbellata</i>                   |        |
| Heller's cudweed              | <i>Pseudognaphalium helleri</i>           |        |
| Sampson's snakeroot           | <i>Psoralea psoralioides</i>              |        |
| Tailed bracken                | <i>Pteridium aquilinum pseudocaudatum</i> |        |
| Blackroot, rabbit tobacco     | <i>Pterocaulon pycnostachyum</i>          |        |
| Wand blackroot                | <i>Pterocaulon virgatum</i>               |        |
| Mock bishopsweed, herbwilliam | <i>Ptilimnium capillaceum</i>             |        |
| White oak                     | <i>Quercus alba</i>                       |        |
| Chapman's oak                 | <i>Quercus chapmanii</i>                  |        |
| Runner oak                    | <i>Quercus elliotii</i>                   |        |
| Southern red oak              | <i>Quercus falcata</i>                    |        |

| Common Name                      | Species Name                       | Status |
|----------------------------------|------------------------------------|--------|
| Sand live oak                    | <i>Quercus geminate</i>            |        |
| Bluejack oak                     | <i>Quercus incana</i>              |        |
| Turkey oak                       | <i>Quercus laevis</i>              |        |
| Overcup oak                      | <i>Quercus lyrata</i>              |        |
| Sand post oak                    | <i>Quercus margaretta</i>          |        |
| Swamp chestnut oak               | <i>Quercus michauxii</i>           |        |
| Dwarf live oak                   | <i>Quercus minima</i>              |        |
| Myrtle oak                       | <i>Quercus myrtifolia</i>          |        |
| Shumard's oak                    | <i>Quercus shumardii</i>           |        |
| Bluff oak                        | <i>Quercus sinuate</i>             |        |
| Wild radish                      | <i>Raphanus raphanistrum</i>       |        |
| Savannah meadowbeauty            | <i>Rhexia alifanus</i>             |        |
| West indian meadowbeauty         | <i>Rhexia cubensis</i>             |        |
| Yellow meadowbeauty              | <i>Rhexia lutea</i>                |        |
| Pale meadow beauty               | <i>Rhexia mariana</i>              |        |
| Nuttall's meadowbeauty           | <i>Rhexia nuttallii</i>            |        |
| Fringed meadowbeauty             | <i>Rhexia petiolata</i>            |        |
| Sweet pinxter azalea             | <i>Rhododendron canescens</i>      |        |
| Indian azalea                    | <i>Rhododendron simsii</i>         |        |
| Swamp azalea                     | <i>Rhododendron viscosum</i>       |        |
| Winged sumac                     | <i>Rhus copallinum</i>             |        |
| Royal snoutbean                  | <i>Rhynchosia cytisoides</i>       |        |
| Michaux's snoutbean              | <i>Rhynchosia michauxii</i>        |        |
| Dollarleaf                       | <i>Rhynchosia reniformis</i>       |        |
| Baldwin's beaksedge              | <i>Rhynchospora baldwinii</i>      |        |
| Shortbristle beaksedge           | <i>Rhynchospora breviseta</i>      |        |
| Loosehead beaksedge              | <i>Rhynchospora chalarocephala</i> |        |
| Chapman's beaksedge              | <i>Rhynchospora chapmanii</i>      |        |
| Fringed beaksedge                | <i>Rhynchospora ciliaris</i>       |        |
| Star-top rush, starrush whitetop | <i>Rhynchospora colorata</i>       |        |
| Short bristled horned beaksedge  | <i>Rhynchospora corniculata</i>    |        |
| Curtiss' beaksedge               | <i>Rhynchospora curtissii</i>      |        |
| Fascicled beaksedge              | <i>Rhynchospora facicularis</i>    |        |
| Threadleaf beaksedge             | <i>Rhynchospora filifolia</i>      |        |
| Globe beaksedge                  | <i>Rhynchospora globularis</i>     |        |
| Slender beaksedge                | <i>Rhynchospora gracilentia</i>    |        |
| Gray's beaksedge                 | <i>Rhynchospora grayi</i>          |        |
| Pinebarren beaksedge             | <i>Rhynchospora intermedia</i>     |        |
| Giant whitetop                   | <i>Rhynchospora latifolia</i>      |        |
| Millet beaksedge                 | <i>Rhynchospora miliacea</i>       |        |
| Pineland beaksedge               | <i>Rhynchospora perplexa</i>       |        |
| Plumed beaksedge                 | <i>Rhynchospora plumosa</i>        |        |
| Fairy beaksedge                  | <i>Rhynchospora pusilla</i>        |        |
| Fewflower beaksedge              | <i>Rhynchospora rariflora</i>      |        |
| Swamp rose                       | <i>Rosa palustris</i>              |        |
| Sawtooth blackberry              | <i>Rubus argutus</i>               |        |

| Common Name                           | Species Name                      | Status |
|---------------------------------------|-----------------------------------|--------|
| Sand blackberry                       | <i>Rubus cuneifolius</i>          |        |
| Northern dewberry                     | <i>Rubus flagellaris</i>          |        |
| Southern dewberry                     | <i>Rubus trivialis</i>            |        |
| Orange coneflower                     | <i>Rudbeckia fulgida</i>          |        |
| Blackeyed susan                       | <i>Rudbeckia hirta</i>            |        |
| Carolina wild petunia                 | <i>Ruellia caroliniensis</i>      |        |
| Hairyflower wild petunia              | <i>Ruellia ciliatiflora</i>       |        |
| Ciliate wild petunia                  | <i>Ruellia ciliosa</i>            |        |
| Nightflowering petunia                | <i>Ruellia noctiflora</i>         | SE     |
| Swamp dock                            | <i>Rumex verticillatus</i>        |        |
| Widgeongrass                          | <i>Ruppia maritima</i>            |        |
| Shortleaf rosegentian                 | <i>Sabatia brevifolia</i>         |        |
| Coastal rosegentian                   | <i>Sabatia calycina</i>           |        |
| Slender rosegentian                   | <i>Sabatia campanulate</i>        |        |
| Largeleaf rosegentian                 | <i>Sabatia macrophylla</i>        |        |
| Fourangle rosegentian                 | <i>Sabatia quadrangular</i>       |        |
| Rose of plymouth                      | <i>Sabatia stellaris</i>          |        |
| Sugarcane plumegrass                  | <i>Saccharum coarctatum</i>       |        |
| Sugarcane plumegrass                  | <i>Saccharum giganteum</i>        |        |
| Carolina willow, coastalplain willow  | <i>Salix caroliniana</i>          |        |
| Black willow                          | <i>Salix nigra</i>                |        |
| Azure blue sage                       | <i>Salvia azurea</i>              |        |
| Lyreleaf sage                         | <i>Salvia lyrata</i>              |        |
| Water spangles                        | <i>Salvinia minima</i>            |        |
| Elderberry                            | <i>Sambucus canadensis</i>        |        |
| American elder                        | <i>Sambucus nigra canadensis</i>  |        |
| Water pimpernel                       | <i>Samolus ebracteatus</i>        |        |
| Pineland pimpernel                    | <i>Samolus parviflorus</i>        |        |
| Pineland pimpernel, seaside brookweed | <i>Samolus valerandi</i>          |        |
| Canadian blacksnakeroot               | <i>Sanicula canadensis</i>        |        |
| Hooded pitcherplant                   | <i>Sarracenia minor</i>           | ST     |
| Parrot pitcherplant                   | <i>Sarracenia psittacina</i>      | ST     |
| Sassafras                             | <i>Sassafras albidum</i>          |        |
| Lizard's tail                         | <i>Saururus cernuus</i>           |        |
| Little bluestem                       | <i>Schizachyrium scoparium</i>    |        |
| Creeping bluestem                     | <i>Schizachyrium stoloniferum</i> |        |
| Slender bluestem                      | <i>Schizachyrium tenerum</i>      |        |
| Florida sensitive brier               | <i>Schrankia microphylla</i>      |        |
| Three-square sedge                    | <i>Scirpus olneyi</i>             |        |
| Threesquare bulrush                   | <i>Scirpus pungens</i>            |        |
| Leafy sedge                           | <i>Scirpus robustus</i>           |        |
| Baldwin's nutrush                     | <i>Scleria baldwinii</i>          |        |
| Fringed nutrush                       | <i>Scleria ciliate</i>            |        |
| Fewflower nutrush                     | <i>Scleria ciliata pauciflora</i> |        |
| Slenderfruit nutrush                  | <i>Scleria georgiana</i>          |        |
| Netted nutrush                        | <i>Scleria retulgris</i>          |        |



| Common Name                                  | Species Name                       | Status |
|--|------------------------------------|--------|
| Tall nutgrass                                | <i>Scleria triglomerata</i>        |        |
| Low nutrush                                  | <i>Scleria verticillate</i>        |        |
| Florida scrub skullcap                       | <i>Scutellaria Arenicola</i>       |        |
| Small's skullcap                             | <i>Scutellaria multiglandulosa</i> |        |
| Maryland wild sensitive plant                | <i>Senna marilandica</i>           |        |
| Saw palmetto                                 | <i>Serenoa repens</i>              |        |
| Dixie whitetopped aster                      | <i>Sericocarpus tortifolius</i>    |        |
| Yaupon blacksenna                            | <i>Seymeria cassioides</i>         |        |
| Piedmont blacksenna                          | <i>Seymeria pectinate</i>          |        |
| Gum bully                                    | <i>Sideroxylon lanuginose</i>      |        |
| Florida bully                                | <i>Sideroxylon reclinatum</i>      |        |
| Starry rosinweed                             | <i>Silphium asteriscus</i>         |        |
| Kidneyleaf rosinweed                         | <i>Silphium compositum</i>         |        |
| White blue-eyed grass                        | <i>Sisyrinchium albidum</i>        |        |
| Narrowleaf blue-eyed grass                   | <i>Sisyrinchium angustifolium</i>  |        |
| Eastern blue-eyed grass                      | <i>Sisyrinchium atlanticum</i>     |        |
| Nash's blue-eyed grass                       | <i>Sisyrinchium nashi</i>          |        |
| Annual blue-eyed grass                       | <i>Sisyrinchium rosulatum</i>      |        |
| Hemlock waterparsnip                         | <i>Sium suave</i>                  |        |
| American black nightshade                    | <i>Solanum Americanum</i>          |        |
| Florida horsenettle                          | <i>Solanum carolinense</i>         |        |
| Pinebarren goldenron                         | <i>Solidago fistulosa</i>          |        |
| Giant goldenrod                              | <i>Solidago gigantea</i>           |        |
| Chapman's goldenrod, anise-scented goldenrod | <i>Solidago odora</i>              |        |
| Wrinkleleaf goldenrod                        | <i>Solidago rugosa</i>             |        |
| Wand goldenrod                               | <i>Solidago stricta</i>            |        |
| Spiny sowthistle                             | <i>Sonchus asper</i>               |        |
| Slender indiagrass                           | <i>Sorghastrum elliottii</i>       |        |
| Yellow indiagrass                            | <i>Sorghastrum nutans</i>          |        |
| Lopsided indiagrass                          | <i>Sorghastrum secundum</i>        |        |
| Woodland false buttonweed                    | <i>Spermacoce assurgens</i>        |        |
| Bog moss species                             | <i>Sphagnum</i> spp.               |        |
| Florida ladies tresses                       | <i>Spiranthes floridana</i>        | SE     |
| Spring ladies tresses                        | <i>Spiranthes vernalis</i>         |        |
| Hidden dropseed                              | <i>Sporobolus clandestinus</i>     |        |
| Florida dropseed                             | <i>Sporobolus floridanus</i>       |        |
| Pineywoods dropseed                          | <i>Sporobolus junceus</i>          |        |
| Seashore dropseed                            | <i>Sporobolus virginicus</i>       |        |
| Sweet shaggytuft                             | <i>Stenandrium dulce</i>           |        |
| St. Augustine grass                          | <i>Stenoaphrum secundatum</i>      |        |
| Water toothleaf, corkwood                    | <i>Stillingia aquatica</i>         |        |
| Queensdelight                                | <i>Stillingia sylvatica</i>        |        |
| Pink fuzzybean                               | <i>Strophostyles umbellate</i>     |        |
| Coastalplain dawnflower                      | <i>Stylisma patens</i>             |        |
| Sidebeak pencilflower                        | <i>Stylosanthes biflora</i>        |        |
| American snowbell                            | <i>Styrax americanus</i>           |        |

| Common Name                 | Species Name                        | Status |
|-----------------------------|-------------------------------------|--------|
| Bigleaf snowbell            | <i>Styrax grandifloras</i>          |        |
| Sea blite                   | <i>Suaeda linearis</i>              |        |
| Scaleleaf aster             | <i>Symphyotrichum adnatum</i>       |        |
| Savannah aster              | <i>Symphyotrichum chapmanii</i>     |        |
| Easten silver aster         | <i>Symphyotrichum concolor</i>      |        |
| Rice button aster           | <i>Symphyotrichum dumosum</i>       |        |
| Common sweetleaf            | <i>Symplocos tinctoria</i>          |        |
| Yellow hatpins              | <i>Syngonanthus flavidulus</i>      |        |
| Pond-cypress                | <i>Taxodium ascendens</i>           |        |
| Bald-cypress                | <i>Taxodium distichum</i>           |        |
| Scurf hoarypea              | <i>Tephrosia chrysophylla</i>       |        |
| Florida hoarypea            | <i>Tephrosia florida</i>            |        |
| Sprawling hoarypea          | <i>Tephrosia hispidula</i>          |        |
| Spiked hoarypea             | <i>Tephrosia spicata</i>            |        |
| Wood sage                   | <i>Teucrium canadense</i>           |        |
| Carolina basswood           | <i>Tilia americana caroliniana</i>  |        |
| White basswood              | <i>Tilia americana heterophylla</i> |        |
| Bartram's airplant          | <i>Tillandsia bartramii</i>         |        |
| Spanish moss                | <i>Tillandsia usneoides</i>         |        |
| Crippled crane fly orchid   | <i>Tipularia discolor</i>           | ST     |
| Coastal false asphodel      | <i>Tofieldia racemose</i>           |        |
| Eastern poison oak          | <i>Toxicodendron pubescens</i>      |        |
| Atlantic poison oak         | <i>Toxicodendron toxicarium</i>     |        |
| Poison sumac                | <i>Toxicodendron vernix</i>         |        |
| Climbing dogbane            | <i>Trachelospermum difforme</i>     |        |
| Spiderwort                  | <i>Tradescantia</i> spp.            |        |
| Small's noseburn            | <i>Tragia smallii</i>               |        |
| Wavyleaf noseburn           | <i>Tragia urens</i>                 |        |
| Nettleleaf noseburn         | <i>Tragia urticifolia</i>           |        |
| Forked bluecurls            | <i>Trichostema dichotomum</i>       |        |
| Carolina fluffgrass         | <i>Tridens carolinianus</i>         |        |
| Field clover                | <i>Trifolium campestre</i>          |        |
| White clover                | <i>Trifolium repens</i>             |        |
| Trillium                    | <i>Trillium</i> spp.                |        |
| Venus's lookingglass        | <i>Triodanis perfoliate</i>         |        |
| Perennial sandgrass         | <i>Triplasis americana</i>          |        |
| Purple sandgrass            | <i>Triplasis purpurea</i>           |        |
| Winged elm                  | <i>Ulmus alata</i>                  |        |
| Sparkleberry                | <i>Vaccinium arboretum</i>          |        |
| Highbush blueberry          | <i>Vaccinium corymbosum</i>         |        |
| Darrow's blueberry          | <i>Vaccinium darrowii</i>           |        |
| Shiny blueberry             | <i>Vaccinium myrsinites</i>         |        |
| Deerberry                   | <i>Vaccinium stamineum</i>          |        |
| Tapegrass                   | <i>Vallisneria americana</i>        |        |
| Brazilian vervain           | <i>Verbena brasiliensis</i>         |        |
| Frostweed, white crownbeard | <i>Verbesina virginica</i>          |        |

| Common Name                     | Species Name                           | Status |
|---------------------------------|--|--------|
| Tall ironweed                   | <i>Vernonia angustifolia</i>           |        |
| Giant ironweed                  | <i>Vernonia gigantea</i>               |        |
| Southern arrowwood              | <i>Viburnum dentate</i>                |        |
| Possumhaw                       | <i>Viburnum nudan</i>                  |        |
| Rusty blackhaw                  | <i>Viburnum rufidulum</i>              |        |
| Fourleaf vetch                  | <i>Vicia acutifolia</i>                |        |
| Vetch                           | <i>Vicia</i> spp.                      |        |
| Hairypod cowpea                 | <i>Vigna luteola</i>                   |        |
| Common blue violet              | <i>Viola floridana</i>                 |        |
| Bog white violet                | <i>Viola lanceolata</i>                |        |
| Early blue violet               | <i>Viola palmata</i>                   |        |
| Primroseleaf violet             | <i>Viola primulifolia</i>              |        |
| Common blue violet              | <i>Viola sororia</i>                   |        |
| Prostrate blue violet           | <i>Viola walteri</i>                   |        |
| Southern rockbell               | <i>Wahlenbergia marginate</i>          |        |
| Coastal plain yellow-eyed grass | <i>Xyris ambigua</i>                   |        |
| Baldwin's yellow-eyed grass     | <i>Xyris baldwiniana</i>               |        |
| Carolina yellow-eyed grass      | <i>Xyris caroliniana</i>               |        |
| Curtiss' yellow-eyed grass      | <i>Xyris difformis curtissii</i>       |        |
| Elliot's yellow-eyed grass      | <i>Xyris elliotii</i>                  |        |
| Savannah yellow-eyed grass      | <i>Xyris flabelliformis</i>            |        |
| Tall yellow-eyed grass          | <i>Xyris platylepis</i>                |        |
| Spanish bayonet, aloe yucca     | <i>Yucca aloifolia</i>                 |        |
| Adam's needle                   | <i>Yucca filamentosa</i>               |        |
| Hercules'-club, prickly ash     | <i>Zanthoxylum clava-herculis</i>      |        |
| Wild lime                       | <i>Zanthoxylum fagara</i>              |        |
| Atamasco lily, rainlily         | <i>Zephyranthes atamasca</i>           |        |
| Treat's rainlily                | <i>Zephyranthes treatiae</i>           | ST     |
| Crowpoison, Osceola's plume     | <i>Zigadenus densus</i>                |        |
| Annual wild rice                | <i>Zizania aquatica</i>                |        |
|                                 |  |        |
| <b>Birds</b>                    |  |        |
| Cooper's hawk                   | <i>Accipiter cooperii</i>              |        |
| Sharp-shinned hawk              | <i>Accipiter striatus</i>              |        |
| Spotted sandpiper               | <i>Actitis macularia</i>               |        |
| Red-winged blackbird            | <i>Agelaius phoeniceus</i>             |        |
| Wood duck                       | <i>Aix sponsa</i>                      |        |
| Saltmarsh sharp-tailed sparrow  | <i>Ammodramus caudacutus</i>           |        |
| Henslow's sparrow               | <i>Ammodramus henslowii</i>            |        |
| Leconte's sparrow               | <i>Ammodramus leconteii</i>            |        |
| Scott's seaside sparrow         | <i>Ammodramus maritimus peninsulae</i> | ST     |
| Nelson's sharp-tailed sparrow   | <i>Ammodramus nelson</i>               |        |
| Grasshopper sparrow             | <i>Ammodramus savannarum</i>           |        |
| Northern pintail                | <i>Anas acuta</i>                      |        |
| American wigeon                 | <i>Anas americana</i>                  |        |
| Northern shoveler               | <i>Anas clypeata</i>                   |        |

| Common Name                 | Species Name                       | Status |
|-----------------------------|------------------------------------|--------|
| Green-winged teal           | <i>Anas crecca</i>                 |        |
| Blue-winged teal            | <i>Anas discors</i>                |        |
| Mottled duck                | <i>Anas fulvigula</i>              |        |
| Mallard                     | <i>Anas platyrhynchos</i>          |        |
| American black duck         | <i>Anas rubripes</i>               |        |
| Gadwall                     | <i>Anas strepera</i>               |        |
| Anhinga                     | <i>Anhinga anhinga</i>             |        |
| Greater white-fronted goose | <i>Anser albifrons</i>             |        |
| American pipit              | <i>Anthus rubescens</i>            |        |
| Limpkin                     | <i>Aramus guarauna</i>             |        |
| Ruby-throated hummingbird   | <i>Archilochus colubris</i>        |        |
| Great egret                 | <i>Ardea alba</i>                  |        |
| Great blue heron            | <i>Ardea Herodias</i>              |        |
| Great white heron           | <i>Ardea herodias occidentalis</i> |        |
| Ruddy turnstone             | <i>Arenaria interpres</i>          |        |
| Short-eared owl             | <i>Asio flammeus</i>               |        |
| Lesser scaup                | <i>Aythya affinis</i>              |        |
| Redhead                     | <i>Aythya americana</i>            |        |
| Ring-necked duck            | <i>Aythya collaris</i>             |        |
| Greater scaup               | <i>Aythya marila</i>               |        |
| Canvasback                  | <i>Aythya valisineria</i>          |        |
| Tufted titmouse             | <i>Baeolophus bicolor</i>          |        |
| Cedar waxwing               | <i>Bombycilla cedrorum</i>         |        |
| American bittern            | <i>Botaurus lentiginosus</i>       |        |
| Great horned owl            | <i>Bubo virginianus</i>            |        |
| Cattle egret                | <i>Bubulcus ibis</i>               |        |
| Bufflehead                  | <i>Bucephala albeola</i>           |        |
| Common goldeneye            | <i>Bucephala clangula</i>          |        |
| Short-tailed hawk           | <i>Buteo brachyurus</i>            |        |
| Red-tailed hawk             | <i>Buteo jamaicensis</i>           |        |
| Red-shouldered hawk         | <i>Buteo lineatus</i>              |        |
| Broad-winged hawk           | <i>Buteo platypterus</i>           |        |
| Green-backed heron          | <i>Butorides striatus</i>          |        |
| Green heron                 | <i>Butorides virescens</i>         |        |
| Sanderling                  | <i>Calidris alba</i>               |        |
| Dunlin                      | <i>Calidris alpina</i>             |        |
| Red knot                    | <i>Calidris canutus</i>            |        |
| Stilt sandpiper             | <i>Calidris himantopus</i>         |        |
| Western sandpiper           | <i>Calidris mauri</i>              |        |
| Pectoral sandpiper          | <i>Calidris melanotos</i>          |        |
| Least sandpiper             | <i>Calidris minutilla</i>          |        |
| Semipalmated sandpiper      | <i>Calidris pusilla</i>            |        |
| Chuck-will's-widow          | <i>Caprimulgus carolinensis</i>    |        |
| Whip-poor-will              | <i>Caprimulgus vociferus</i>       |        |
| Northern cardinal           | <i>Cardinalis cardinalis</i>       |        |
| Turkey vulture              | <i>Cathartes aura</i>              |        |



| Common Name                  | Species Name                          | Status |
|------------------------------|---------------------------------------|--------|
| Veery                        | <i>Catharus fuscescens</i>            |        |
| Hermit thrush                | <i>Catharus guttatus</i>              |        |
| Gray-cheeked thrush          | <i>Catharus minimus</i>               |        |
| Swainson's thrush            | <i>Catharus ustulatus</i>             |        |
| Brown creeper                | <i>Certhia americana</i>              |        |
| Chimney swift                | <i>Chaetura pelagica</i>              |        |
| Piping plover                | <i>Charadrius melodus</i>             | FT     |
| Snowy plover                 | <i>Charadrius nivosus</i>             | ST     |
| Semipalmated plover          | <i>Charadrius semipalmatus</i>        |        |
| Killdeer                     | <i>Charadrius vociferus</i>           |        |
| Wilson's plover              | <i>Charadrius wilsonia</i>            |        |
| Black tern                   | <i>Chlidonias niger</i>               |        |
| Common nighthawk             | <i>Chordeiles minor</i>               |        |
| Northern harrier             | <i>Circus cyaneus</i>                 |        |
| Marian's marsh wren          | <i>Cistothorus palustris marianae</i> | ST     |
| Sedge wren                   | <i>Cistothorus platensis</i>          |        |
| Long-tailed duck             | <i>Clangula hyemalis</i>              |        |
| Yellow-bellied cuckoo        | <i>Coccyzus americanus</i>            |        |
| Black-billed cuckoo          | <i>Coccyzus erythrophthalmus</i>      |        |
| Northern flicker             | <i>Colaptes auratus</i>               |        |
| Rock dove                    | <i>Columba livia</i>                  |        |
| Common-ground dove           | <i>Columbina passerine</i>            |        |
| Eastern wood-pewee           | <i>Contopus virens</i>                |        |
| Black vulture                | <i>Coragyps atratus</i>               |        |
| American crow                | <i>Corvus brachyrhynchos</i>          |        |
| Fish crow                    | <i>Corvus ossifragus</i>              |        |
| Yellow rail                  | <i>Coturnicops noveboracensis</i>     |        |
| Blue jay                     | <i>Cyanocitta cristata</i>            |        |
| Black-throated blue warbler  | <i>Dendroica caerulescens</i>         |        |
| Yellow-rumped warbler        | <i>Dendroica coronate</i>             |        |
| Prairie warbler              | <i>Dendroica discolor</i>             |        |
| Yellow-throated warbler      | <i>Dendroica dominica</i>             |        |
| Magnolia warbler             | <i>Dendroica magnolia</i>             |        |
| Palm warbler                 | <i>Dendroica palmarum</i>             |        |
| Yellow warbler               | <i>Dendroica petechia</i>             |        |
| Pine warbler                 | <i>Dendroica pinus</i>                |        |
| Blackpoll warbler            | <i>Dendroica striata</i>              |        |
| Cape May warbler             | <i>Dendroica tigrine</i>              |        |
| Black-throated green warbler | <i>Dendroica virens</i>               |        |
| Bobolink                     | <i>Dolichonyx oryzivorus</i>          |        |
| Pileated woodpecker          | <i>Dryocopus pileatus</i>             |        |
| Gray catbird                 | <i>Dumetella carolinensis</i>         |        |
| Little blue heron            | <i>Egretta caerulea</i>               | ST     |
| Reddish egret                | <i>Egretta rufescens</i>              | ST     |
| Snowy egret                  | <i>Egretta thula</i>                  |        |
| Tricolored heron             | <i>Egretta tricolor</i>               | ST     |

| Common Name                       | Species Name                      | Status |
|-----------------------------------|-----------------------------------|--------|
| American swallow-tailed kite      | <i>Elanoides forficatus</i>       |        |
| Acadian flycatcher                | <i>Empidonax virescens</i>        |        |
| White ibis                        | <i>Eudocimus albus</i>            |        |
| Rusty blackbird                   | <i>Euphagus carolinus</i>         |        |
| Merlin                            | <i>Falco columbarius</i>          |        |
| Peregrine falcon                  | <i>Falco peregrinus tundrius</i>  |        |
| Southeastern American kestrel     | <i>Falco sparverius</i> Paulus    | ST     |
| Magnificent frigatebird           | <i>Fregata magnificens</i>        |        |
| American coot                     | <i>Fulica americana</i>           |        |
| Wilson's snipe                    | <i>Gallinago delicata</i>         |        |
| Common snipe                      | <i>Gallinago gallinago</i>        |        |
| Common moorhen                    | <i>Gallinula chloropus</i>        |        |
| Common loon                       | <i>Gavia immer</i>                |        |
| Common yellowthroat               | <i>Geothlypis trichas</i>         |        |
| American oystercatcher            | <i>Haematopus palliatus</i>       | ST     |
| Bald eagle                        | <i>Haliaeetus leucocephalus</i>   |        |
| Worm-eating warbler               | <i>Helmitheros vermivorus</i>     |        |
| Black-necked stilt                | <i>Himantopus mexicanus</i>       |        |
| Barn swallow                      | <i>Hirundo rustica</i>            |        |
| Caspian tern                      | <i>Hydroprogne caspia</i>         |        |
| Wood thrush                       | <i>Hylocichla mustelina</i>       |        |
| Yellow-breasted chat              | <i>Icteria virens</i>             |        |
| Baltimore oriole, northern oriole | <i>Icterus galbula</i>            |        |
| Least bittern                     | <i>Ixobrychus exilis</i>          |        |
| Dark-eyed junco                   | <i>Junco hyemalis</i>             |        |
| Loggerhead shrike                 | <i>Lanius ludovicianus</i>        |        |
| Herring gull                      | <i>Larus argentatus</i>           |        |
| Laughing gull                     | <i>Leucophaeus atricilla</i>      |        |
| Ring-billed gull                  | <i>Larus delawarensis</i>         |        |
| Bonaparte's gull                  | <i>Larus Philadelphia</i>         |        |
| Black rail                        | <i>Laterallus jamaicensis</i>     |        |
| Short-billed dowitcher            | <i>Limnodromus griseus</i>        |        |
| Long-billed dowitcher             | <i>Limnodromus scolopaceus</i>    |        |
| Marbled godwit                    | <i>Limosa fedoa</i>               |        |
| Hooded merganser                  | <i>Lophodytes cucullatus</i>      |        |
| Belted kingfisher                 | <i>Megascops alcyon</i>           |        |
| Eastern screech-owl               | <i>Megascops asio</i>             |        |
| Red-bellied woodpecker            | <i>Melanerpes carolinis</i>       |        |
| Red-headed woodpecker             | <i>Melanerpes erythrocephalus</i> |        |
| Surf scoter                       | <i>Melanitta perspicillata</i>    |        |
| Swamp sparrow                     | <i>Melospiza georgiana</i>        |        |
| Song sparrow                      | <i>Melospiza melodia</i>          |        |
| Common merganser                  | <i>Mergus merganser</i>           |        |
| Red-breasted merganser            | <i>Mergus serrator</i>            |        |
| Northern mockingbird              | <i>Mimus polyglottos</i>          |        |
| Black-and-white warbler           | <i>Mniotilta varia</i>            |        |

| Common Name                         | Species Name                     | Status |
|-------------------------------------|----------------------------------|--------|
| Brown-headed cowbird                | <i>Molothrus ater</i>            |        |
| Northern gannet                     | <i>Morus bassanus</i>            |        |
| Wood stork                          | <i>Mycteria americana</i>        | FT     |
| Great crested flycatcher            | <i>Myiarchus crinitus</i>        |        |
| Long-billed curlew                  | <i>Numenius americanus</i>       |        |
| Whimbrel                            | <i>Numenius phaeopus</i>         |        |
| Yellow-crowned night-heron          | <i>Nyctanassa violacea</i>       |        |
| Black-crowned night-heron           | <i>Nycticorax nycticorax</i>     |        |
| Connecticut warbler                 | <i>Oporonis agilis</i>           |        |
| Orange-crowned warbler              | <i>Oreothlypis celata</i>        |        |
| Ruddy duck                          | <i>Oxyura jamaicensis</i>        |        |
| Osprey                              | <i>Pandion haliaetus</i>         |        |
| Northern parula                     | <i>Parula americana</i>          |        |
| House sparrow                       | <i>Passer domesticus</i>         |        |
| Savannah sparrow                    | <i>Passerculus sandwichensis</i> |        |
| Painted bunting                     | <i>Passerina ciris</i>           |        |
| Indigo bunting                      | <i>Passerina cyanea</i>          |        |
| American white pelican              | <i>Pelecanus erythrorhynchos</i> |        |
| Brown pelican                       | <i>Pelecanus occidentalis</i>    |        |
| Bachman's sparrow                   | <i>Peucaea aestivalis</i>        |        |
| Wilson's phalarope                  | <i>Phalaropus tricolor</i>       |        |
| Double-crested cormorant            | <i>Phalacrocorax auritis</i>     |        |
| Rose-breasted grosbeak              | <i>Pheucticus ludovicianus</i>   |        |
| Downy woodpecker                    | <i>Picoides pubescens</i>        |        |
| Hairy woodpecker                    | <i>Picoides villosus</i>         |        |
| Rufous-sided towhee, eastern towhee | <i>Pipilo erythrophthalmus</i>   |        |
| Scarlet tanager                     | <i>Piranga olivacea</i>          |        |
| Summer tanager                      | <i>Piranga rubra</i>             |        |
| Roseate spoonbill                   | <i>Platalea ajaja</i>            | ST     |
| Glossy ibis                         | <i>Plegadis falcinellus</i>      |        |
| Black-bellied plover                | <i>Pluvialis squatarola</i>      |        |
| Horned grebe                        | <i>Podiceps auratus</i>          |        |
| Pied-billed grebe                   | <i>Podilymbus Podiceps</i>       |        |
| Carolina chickadee                  | <i>Poecile carolinensis</i>      |        |
| Blue-gray gnatcatcher               | <i>Polioptila caerulea</i>       |        |
| Vesper sparrow                      | <i>Poocetes gramineus</i>        |        |
| Purple gallinule                    | <i>Porphyrio martinicus</i>      |        |
| Sora                                | <i>Porzana Carolina</i>          |        |
| Purple martin                       | <i>Progne subis</i>              |        |
| Prothonotary warbler                | <i>Protonotaria citrea</i>       |        |
| Boat-tailed grackle                 | <i>Quiscalus major</i>           |        |
| Common grackle                      | <i>Quiscalus quiscula</i>        |        |
| King rail                           | <i>Rallus elegans</i>            |        |
| Virginia rail                       | <i>Rallus limicola</i>           |        |
| Clapper rail                        | <i>Rallus longirostris</i>       |        |
| American avocet                     | <i>Recurvirostra americana</i>   |        |

| Common Name                       | Species Name                         | Status |
|-----------------------------------|--------------------------------------|--------|
| Ruby-crowned kinglet              | <i>Regulus calendula</i>             |        |
| Golden-crowned kinglet            | <i>Regulus satrapa</i>               |        |
| Bank swallow                      | <i>Riparia riparia</i>               |        |
| Black skimmer                     | <i>Rynchops niger</i>                | ST     |
| Eastern phoebe                    | <i>Sayornis phoebe</i>               |        |
| American woodcock                 | <i>Scolopax minor</i>                |        |
| Ovenbird                          | <i>Seiurus aurocapilla</i>           |        |
| Northern parula                   | <i>Setophaga americana</i>           |        |
| Florida prairie warbler           | <i>Setophaga discolor paludicola</i> |        |
| American redstart                 | <i>Setophaga ruticilla</i>           |        |
| Eastern bluebird                  | <i>Sialia sialis</i>                 |        |
| White-breasted nuthatch           | <i>Sitta carolinensis</i>            |        |
| Brown-headed nuthatch             | <i>Sitta pusilla</i>                 |        |
| Yellow-bellied sapsucker          | <i>Sphyrapicus varius</i>            |        |
| American goldfinch                | <i>Spinus tristis</i>                |        |
| Chipping sparrow                  | <i>Spizella passerine</i>            |        |
| Field sparrow                     | <i>Spizella pusilla</i>              |        |
| Northern rough-winged swallow     | <i>Stelgidopteryx serripennis</i>    |        |
| Least tern                        | <i>Sternula antillarum</i>           | ST     |
| Forster's tern                    | <i>Sterna forsteri</i>               |        |
| Common tern                       | <i>Sterna hirundo</i>                |        |
| Barred owl                        | <i>Strix varia</i>                   |        |
| Eastern meadowlark                | <i>Sturnella magna</i>               |        |
| Tree swallow                      | <i>Tachycineta bicolor</i>           |        |
| Royal tern                        | <i>Thalasseus maximus</i>            |        |
| Sandwich tern                     | <i>Thalasseus sandvicensis</i>       |        |
| Carolina wren                     | <i>Thryothorus ludovicianus</i>      |        |
| Brown thrasher                    | <i>Toxostoma rufum</i>               |        |
| Lesser yellowlegs                 | <i>Tringa flavipes</i>               |        |
| Greater yellowlegs                | <i>Tringa melanoleuca</i>            |        |
| Willet                            | <i>Tringa semipalmata</i>            |        |
| Solitary sandpiper                | <i>Tringa solitaria</i>              |        |
| House wren                        | <i>Troglodytes aedon</i>             |        |
| Winter wren                       | <i>Troglodytes troglodytes</i>       |        |
| American robin                    | <i>Turdus migratorius</i>            |        |
| Gray kingbird                     | <i>Tyrannus dominicensis</i>         |        |
| Eastern kingbird                  | <i>Tyrannus tyrannus</i>             |        |
| Common barn owl                   | <i>Tyto alba</i>                     |        |
| Bachman's warbler                 | <i>Vermivora bachmanii</i>           | FE     |
| Yellow-throated vireo             | <i>Vireo flavifrons</i>              |        |
| White-eyed vireo                  | <i>Vireo griseus</i>                 |        |
| Red-eyed vireo                    | <i>Vireo olivaceus</i>               |        |
| Solitary vireo, blue-headed vireo | <i>Vireo solitarius</i>              |        |
| White-winged dove                 | <i>Zenaida asiatica</i>              |        |
| Mourning dove                     | <i>Zenaida macroura</i>              |        |
| White-throated sparrow            | <i>Zonotrichia albicollis</i>        |        |



| Common Name                   | Species Name                          | Status |
|-------------------------------|---------------------------------------|--------|
| <b>Mammals</b>                |                                       |        |
| Everglades short-tailed shrew | <i>Blarina peninsulæ</i>              |        |
| Rafinesque's big-eared bat    | <i>Corynorhinus rafinesquii</i>       |        |
| Least shrew                   | <i>Cryptotis parva</i>                |        |
| Virginia opossum              | <i>Didelphis virginiana</i>           |        |
| Big brown bat                 | <i>Eptescius fuscus</i>               |        |
| Southeastern pocket gopher    | <i>Geomys pinetis</i>                 |        |
| Southern flying squirrel      | <i>Glaucomys volans</i>               |        |
| Red bat                       | <i>Lasiurus borealis</i>              |        |
| Hoary bat                     | <i>Lasiurus cinereus</i>              |        |
| Yellow bat                    | <i>Lasiurus intermedius</i>           |        |
| Seminole bat                  | <i>Lasiurus seminolus</i>             |        |
| River otter                   | <i>Lontra canadensis</i>              |        |
| Bobcat                        | <i>Lynx rufus</i>                     |        |
| Striped skunk                 | <i>Mephitis mephitis</i>              |        |
| Pine vole                     | <i>Microtus pinetorum</i>             |        |
| House mouse                   | <i>Mus musculus</i>                   |        |
| Florida long-tailed weasel    | <i>Mustella frenata peninsulæ</i>     |        |
| Southeastern myotis           | <i>Myotis austroriparius</i>          |        |
| Round-tailed muskrat          | <i>Neofiber alleni</i>                |        |
| Wood rat                      | <i>Neotoma floridana</i>              |        |
| Florida mink                  | <i>Neovison vison lutescens</i>       |        |
| Evening bat                   | <i>Nycticeius humeralis</i>           |        |
| Golden mouse                  | <i>Ochrotomys nuttalli</i>            |        |
| White-tailed deer             | <i>Odocoileus virginianus</i>         |        |
| Marsh rice rat                | <i>Oryzomys palustris</i>             |        |
| Cotton deermouse              | <i>Peromyscus gossypinus</i>          |        |
| Old field mouse               | <i>Peromyscus polionotus</i>          |        |
| Eastern pipistrelle           | <i>Pipistrellus austroriparius</i>    |        |
| Florida mouse                 | <i>Podomys floridanus</i>             |        |
| Raccoon                       | <i>Procyon lotor</i>                  |        |
| Eastern harvest mouse         | <i>Reithrodontomys humilis</i>        |        |
| Eastern mole                  | <i>Scalopus aquaticus</i>             |        |
| Gray squirrel                 | <i>Sciurus carolinensis</i>           |        |
| Cotton rat                    | <i>Sigmodon hispidus</i>              |        |
| Southeastern shrew            | <i>Sorex longirostris</i>             |        |
| Homosassa shrew               | <i>Sorex longirostris eonis</i>       | SSC    |
| Eastern spotted skunk         | <i>Spilogale putorius</i>             |        |
| Eastern cottontail            | <i>Sylvilagus floridanus</i>          |        |
| Marsh rabbit                  | <i>Sylvilagus palustris</i>           |        |
| Brazilian free-tailed bat     | <i>Tadarida brasiliensis</i>          |        |
| Florida manatee               | <i>Trichechus manatus latirostris</i> | FE     |
| Atlantic bottle-nosed dolphin | <i>Tursiops truncatus</i>             |        |
| Gray fox                      | <i>Urocyon cinereoargenteus</i>       |        |
| Florida black bear            | <i>Ursus americanus floridanus</i>    |        |

| Common Name                     | Species Name                                   | Status   |
|---------------------------------|--|----------|
| Red fox                         | <i>Vulpes vulpes</i>                           |          |
|                                 |  |          |
| <b>Amphibians</b>               |  |          |
| Mole salamander                 | <i>Ambystoma talpoideum</i>                    |          |
| Tiger salamander                | <i>Ambystoma tigrinum tigrinum</i>             |          |
| Two-toed amphiuma               | <i>Amphiuma means</i>                          |          |
| One-toed amphiuma               | <i>Amphiuma pholeter</i>                       |          |
| Oak toad                        | <i>Bufo quercicus</i>                          |          |
| Southern toad                   | <i>Bufo terrestris</i>                         |          |
| Southern dusky salamander       | <i>Desmognathus auriculatus</i>                |          |
| Dwarf salamander                | <i>Eurycea quadridigitata</i>                  |          |
| Eastern narrow-mouthed toad     | <i>Gastrophryne carolinensis</i>               |          |
| Striped newt                    | <i>Notophthalmus perstriatus</i>               |          |
| Central newt                    | <i>Notophthalmus viridescens louisianensis</i> |          |
| Peninsula newt                  | <i>Notophthalmus viridescens piaropicola</i>   |          |
| Narrow-striped dwarf siren      | <i>Pseudobranchius axanthus axanthus</i>       |          |
| Gulf hammock dwarf siren        | <i>Pseudobranchius striatus lustricolus</i>    |          |
| Slender dwarf siren             | <i>Pseudobranchius striatus spheniscus</i>     |          |
| Rusty mud salamander            | <i>Pseudotriton montanus floridanus</i>        |          |
| Eastern spadefoot toad          | <i>Scaphiopus holbrooki holbrooki</i>          |          |
| Eastern lesser siren            | <i>Siren intermedia intermedia</i>             |          |
| Greater siren                   | <i>Siren lacertina</i>                         |          |
|                                 |  |          |
| <b>Reptiles</b>                 |  |          |
| Florida cottonmouth             | <i>Agkistrodon piscivorous conanti</i>         |          |
| American alligator              | <i>Alligator mississippiensis</i>              | FT (s/a) |
| Six-lined racerunner            | <i>Aspidoscelis sexlineata</i>                 |          |
| Loggerhead sea turtle           | <i>Caretta caretta caretta</i>                 | FT       |
| Florida scarlet snake           | <i>Cemophora coccinea coccinea</i>             |          |
| Green sea turtle                | <i>Chelonia mydas</i>                          | FT       |
| Florida snapping turtle         | <i>Chelydra serpentina osceola</i>             |          |
| Southern black racer            | <i>Coluber constrictor priapus</i>             |          |
| Eastern diamondback rattlesnake | <i>Crotalus adamanteus</i>                     |          |
| Florida chicken turtle          | <i>Deirochelys reticularia chrysea</i>         |          |
| Eastern chicken turtle          | <i>Deirochelys reticularia reticularia</i>     |          |
| Leatherback sea turtle          | <i>Dermochelys coriacea</i>                    | FE       |
| Southern ringneck snake         | <i>Diadophis punctatus punctatus</i>           |          |
| Corn snake                      | <i>Elaphe guttata guttata</i>                  |          |
| Rat snake                       | <i>Elaphe obsoleta</i>                         |          |
| Yellow rat snake                | <i>Elaphe obsoleta quadrivittata</i>           |          |
| Gray rat snake                  | <i>Elaphe obsoleta spiloides</i>               |          |
| Atlantic hawksbill sea turtle   | <i>Eretmochelys imbricata imbricata</i>        | FE       |
| Peninsula mole skink            | <i>Eumeces egregius onocrepis</i>              |          |
| Five-lined skink                | <i>Eumeces fasciatus</i>                       |          |
| Southeastern five-lined skink   | <i>Eumeces inexpectatus</i>                    |          |
| Broad-headed skink              | <i>Eumeces laticeps</i>                        |          |

| Common Name                      | Species Name                               | Status |
|----------------------------------|--|--------|
| Eastern mud snake                | <i>Farancia abacura abacura</i>            |        |
| Rainbow snake                    | <i>Farancia erytrogramma erytrogramma</i>  |        |
| Eastern hognose snake            | <i>Heterodon platirhinos</i>               |        |
| Southern hognose snake           | <i>Heterodon simus</i>                     |        |
| Striped mud turtle               | <i>Kinosternon baurii</i>                  |        |
| Florida mud turtle               | <i>Kinosternon subrubrum steindachneri</i> |        |
| Short-tailed snake               | <i>Lampropeltis extenuate</i>              | ST     |
| Florida kingsnake                | <i>Lampropeltis getula floridana</i>       |        |
| Eastern kingsnake                | <i>Lampropeltis getula getula</i>          |        |
| Scarlet kingsnake                | <i>Lampropeltis triangulum elapsoides</i>  |        |
| Kemp's ridley sea turtle         | <i>Lepidochelys kempii</i>                 | FE     |
| Alligator snapping turtle        | <i>Macrochelys temminckii</i>              | SSC    |
| Ornate diamondback terrapin      | <i>Malaclemys terrapin macrospilota</i>    |        |
| Eastern coachwhip                | <i>Masticophis flagellum flagellum</i>     |        |
| Coral snake                      | <i>Micrurus fulvius fulvius</i>            |        |
| Gulf salt marsh snake            | <i>Nerodia clarkii clarkia</i>             |        |
| Mangrove salt marsh snake        | <i>Nerodia clarkii compressicauda</i>      |        |
| Banded water snake               | <i>Nerodia fasciata fasciata</i>           |        |
| Florida water snake              | <i>Nerodia fasciata pictiventris</i>       |        |
| Florida green water snake        | <i>Nerodia floridana</i>                   |        |
| Brown water snake                | <i>Nerodia taxispilota</i>                 |        |
| Rough green snake                | <i>Opheodrys aestivus</i>                  |        |
| Eastern slender glass lizard     | <i>Ophisaurus attenuatus longicaudus</i>   |        |
| Island glass lizard              | <i>Ophisaurus compressus</i>               |        |
| Eastern glass lizard             | <i>Ophisaurus ventralis</i>                |        |
| Suwannee cooter                  | <i>Pseudemys concinna suwanniensis</i>     |        |
| Peninsula cooter                 | <i>Pseudemys floridana peninsularis</i>    |        |
| Florida red-bellied turtle       | <i>Pseudemys nelson</i>                    |        |
| Striped crayfish snake           | <i>Regina alleni</i>                       |        |
| Pine woods snake                 | <i>Rhadinaea flavilata</i>                 |        |
| Ground skink, little brown skink | <i>Scincella lateralis</i>                 |        |
| North florida swamp snake        | <i>Seminatrix pygaea pygaea</i>            |        |
| Dusky pigmy rattlesnake          | <i>Sistrurus miliarius barbouri</i>        |        |
| Loggerhead musk turtle           | <i>Sternotherus minor minor</i>            |        |
| Common musk turtle, stinkpot     | <i>Sternotherus odoratus</i>               |        |
| Florida brown snake              | <i>Storeria dekayi victa</i>               |        |
| Florida redbelly snake           | <i>Storeria occipitomaculata obscura</i>   |        |
| Bluestripe ribbon snake          | <i>Thamnophis sauritus nitae</i>           |        |
| Bluestripe garter snake          | <i>Thamnophis sirtalis similis</i>         |        |
| Eastern garter snake             | <i>Thamnophis sirtalis sirtalis</i>        |        |
| Florida softshelled turtle       | <i>Trionyx ferox</i>                       |        |
| Eastern earth snake              | <i>Virginia valeria valeria</i>            |        |
|                                  |  |        |
| <b>Fishes</b>                    |  |        |
| Scrawled cowfish                 | <i>Acanthostracion quadricornis</i>        |        |
| Lined sole                       | <i>Achirus lineatus</i>                    |        |

| Common Name         | Species Name                           | Status |
|---------------------|--|--------|
| Atlantic sturgeon   | <i>Acipenser oxyrinchus oxyrinchus</i> | FE     |
| Gulf sturgeon       | <i>Acipenser oxyrinchus desotoi</i>    | FT     |
| Diamond killifish   | <i>Adinia xenica</i>                   |        |
| Spotted eagle ray   | <i>Aetobatus narinari</i>              |        |
| Orange filefish     | <i>Aluterus schoepfii</i>              |        |
| Fringed pipefish    | <i>Anarchopterus criniger</i>          |        |
| Striped anchovy     | <i>Anchoa hepsetus</i>                 |        |
| Bay anchovy         | <i>Anchoa mitchilli</i>                |        |
| Ocellated flounder  | <i>Ancylopsetta quadrocellata</i>      |        |
| American eel        | <i>Anguilla rostrata</i>               |        |
| Sheepshead          | <i>Archosargus probatocephalus</i>     |        |
| Hardhead catfish    | <i>Ariopsis felis</i>                  |        |
| Bronze cardinalfish | <i>Astrapogon alutus</i>               |        |
| Southern stargazer  | <i>Astroscopus y-graecum</i>           |        |
| Gafftopsail catfish | <i>Bagre marinus</i>                   |        |
| Silver perch        | <i>Bairdiella chrysoura</i>            |        |
| Frillfin goby       | <i>Bathygobius soporator</i>           |        |
| Gulf menhaden       | <i>Brevoortia patronus</i>             |        |
| Grass porgy         | <i>Calamus arctifrons</i>              |        |
| Blue runner         | <i>Caranx crysos</i>                   |        |
| Crevalle jack       | <i>Caranx hippos</i>                   |        |
| Bull shark          | <i>Carcharhinus leucas</i>             |        |
| Blacktip shark      | <i>Carcharhinus limbatus</i>           |        |
| Sand tiger shark    | <i>Carcharias taurus</i>               |        |
| Common Snook        | <i>Centropomus undecimalis</i>         |        |
| Rock sea bass       | <i>Centropristis philadelphica</i>     |        |
| Black sea bass      | <i>Centropristis striata</i>           |        |
| Atlantic spadefish  | <i>Chaetodipterus faber</i>            |        |
| Florida blenny      | <i>Chasmodes saburrae</i>              |        |
| Striped burrfish    | <i>Chilomycterus schoepfii</i>         |        |
| Atlantic bumper     | <i>Chloroscombrus chrysurus</i>        |        |
| Spotted whiff       | <i>Citharichthys macrops</i>           |        |
| Bay whiff           | <i>Citharichthys spilopterus</i>       |        |
| Darter goby         | <i>Ctenogobius boleosoma</i>           |        |
| Sand seatrout       | <i>Cynoscion arenarius</i>             |        |
| Spotted seatrout    | <i>Cynoscion nebulosus</i>             |        |
| Sheepshead minnow   | <i>Cyprinodon variegatus</i>           |        |
| Southern stingray   | <i>Dasyatis americana</i>              |        |
| Atlantic stingray   | <i>Dasyatis sabina</i>                 |        |
| Bluntnose stingray  | <i>Dasyatis say</i>                    |        |
| Round scad          | <i>Decapterus punctatus</i>            |        |
| Irish pompano       | <i>Diapterus auratus</i>               |        |
| Dwarf sand perch    | <i>Diplectrum bivittatus</i>           |        |
| Sand perch          | <i>Diplectrum formosum</i>             |        |
| Spottail pinfish    | <i>Diplodus holbrookii</i>             |        |
| Gizzard shad        | <i>Dorosoma cepedianum</i>             |        |



| Common Name              | Species Name                        | Status |
|--------------------------|-------------------------------------|--------|
| Threadfin shad           | <i>Dorosoma petenense</i>           |        |
| Sharksucker              | <i>Echeneis naucrates</i>           |        |
| Whitefin sucker          | <i>Echeneis neucratoides</i>        |        |
| Ladyfish                 | <i>Elops saurus</i>                 |        |
| Atlantic goliath grouper | <i>Epinephelus itajara</i>          |        |
| Jackknife fish           | <i>Equetus lanceolatus</i>          |        |
| Fringed flounder         | <i>Etropus crossotus</i>            |        |
| Smallmouth flounder      | <i>Etropus microstomus</i>          |        |
| Gray flounder            | <i>Etropus rimosus</i>              |        |
| Silver jenny             | <i>Eucinostomus gula</i>            |        |
| Tidewater mojarra        | <i>Eucinostomus harengulus</i>      |        |
| Goldspotted killifish    | <i>Floridichthys carpio</i>         |        |
| Marsh killifish          | <i>Fundulus confluentus</i>         |        |
| Gulf killifish           | <i>Fundulus grandis</i>             |        |
| Striped killifish        | <i>Fundulus similis</i>             |        |
| Eastern mosquitofish     | <i>Gambusia holbrooki</i>           |        |
| Skilletfish              | <i>Gobiesox strumosus</i>           |        |
| Highfin goby             | <i>Gobionellus oceanicus</i>        |        |
| Naked goby               | <i>Gobiosoma bosc</i>               |        |
| Twoscale goby            | <i>Gobiosoma longipala</i>          |        |
| Code goby                | <i>Gobiosoma robustum</i>           |        |
| Ocellated moray          | <i>Gymnothorax saxicola</i>         |        |
| Smooth butterfly ray     | <i>Gymnura micrura</i>              |        |
| Tomtate                  | <i>Haemulon aurolineatum</i>        |        |
| White grunt              | <i>Haemulon plumieri</i>            |        |
| Slippery dick            | <i>Halichoeres bivittatus</i>       |        |
| Scaled sardine           | <i>Harengula jaguana</i>            |        |
| Bluntnose jack           | <i>Hemicaranx amblyrhynchus</i>     |        |
| Least killifish          | <i>Heterandria formosa</i>          |        |
| Lined seahorse           | <i>Hippocampus erectus</i>          |        |
| Dwarf seahorse           | <i>Hippocampus zosterae</i>         |        |
| Zebratail blenny         | <i>Hypleurochilus caudovittatus</i> |        |
| American halfbeak        | <i>Hyporhamphus meeki</i>           |        |
| Halfbeak                 | <i>Hyporhamphus unifasciatus</i>    |        |
| Warsaw grouper           | <i>Hyporthodus nigritus</i>         |        |
| Feather blenny           | <i>Hypsoblennius hentz</i>          |        |
| Hogfish                  | <i>Lachnolaimus maximus</i>         |        |
| Buffalo trunkfish        | <i>Lactophrys trigonus</i>          |        |
| Long-horned cowfish      | <i>Lactoria cornuta</i>             |        |
| Pinfish                  | <i>Lagodon rhomboides</i>           |        |
| Spot                     | <i>Leiostomus xanthurus</i>         |        |
| Longnose gar             | <i>Lepisosteus osseus</i>           |        |
| Freckled skate           | <i>Leucoraja lentiginosa</i>        |        |
| Tripletail               | <i>Lobotes surinamensis</i>         |        |
| Rainwater killifish      | <i>Lucania parva</i>                |        |
| Gray snapper             | <i>Lutjanus griseus</i>             |        |

| Common Name             | Species Name                       | Status |
|-------------------------|------------------------------------|--------|
| Dog snapper             | <i>Lutjanus jocu</i>               |        |
| Mahogany snapper        | <i>Lutjanus mahogoni</i>           |        |
| Lane snapper            | <i>Lutjanus synagris</i>           |        |
| Tarpon                  | <i>Megalops atlanticus</i>         |        |
| Rough silverside        | <i>Membras martinica</i>           |        |
| Inland silverside       | <i>Menidia beryllina</i>           |        |
| Southern kingfish       | <i>Menticirrhus americanus</i>     |        |
| Northern kingfish       | <i>Menticirrhus saxatalis</i>      |        |
| Clown goby              | <i>Microgobius gulosus</i>         |        |
| Green goby              | <i>Microgobius thalassinus</i>     |        |
| Atlantic croaker        | <i>Micropogonias undulatus</i>     |        |
| Fringed filefish        | <i>Monacanthus ciliates</i>        |        |
| Striped mullet          | <i>Mugil cephalus</i>              |        |
| White mullet            | <i>Mugil curema</i>                |        |
| Fantail mullet          | <i>Mugil gyrans</i>                |        |
| Red goatfish            | <i>Mullus auratus</i>              |        |
| Smooth dogfish          | <i>Mustelus canis</i>              |        |
| Yellowmouth grouper     | <i>Mycteroperca interstitialis</i> |        |
| Gag grouper             | <i>Mycteroperca microlepis</i>     |        |
| Speckled worm eel       | <i>Myrophis punctatus</i>          |        |
| Lesser electric ray     | <i>Narcine bancroftii</i>          |        |
| Spinycheek scorpionfish | <i>Neomerinthe hemingwayi</i>      |        |
| Emerald parrotfish      | <i>Nicholsina usta</i>             |        |
| Golden shiner           | <i>Notemigonus crysoleucas</i>     |        |
| Shiner                  | <i>Notropis spp.</i>               |        |
| Yellowtail snapper      | <i>Ocyurus chrysurus</i>           |        |
| Polka-dot batfish       | <i>Ogcocephalus cubifrons</i>      |        |
| Leatherjacket           | <i>Oligoplites saurus</i>          |        |
| Shrimp eel              | <i>Ophichthus gomesii</i>          |        |
| Crested cusk-eel        | <i>Ophidion josephi</i>            |        |
| Atlantic thread herring | <i>Opisthonema oglinum</i>         |        |
| Spotfin jawfish         | <i>Opistognathus robinsi</i>       |        |
| Gulf toadfish           | <i>Opsanus beta</i>                |        |
| Pigfish                 | <i>Orthopristis chrysoptera</i>    |        |
| Seaweed blenny          | <i>Parablennius marmoreus</i>      |        |
| Banded blenny           | <i>Paraclinus fasciatus</i>        |        |
| Gulf flounder           | <i>Paralichthys albigutta</i>      |        |
| Broad flounder          | <i>Paralichthys squamilentus</i>   |        |
| Gulf butterfish         | <i>Peprilus burti</i>              |        |
| Harvestfish             | <i>Peprilus paru</i>               |        |
| Sailfin molly           | <i>Poecilia latipinna</i>          |        |
| Black drum              | <i>Pogonias cromis</i>             |        |
| French angelfish        | <i>Pomacanthus paru</i>            |        |
| Bluefish                | <i>Pomatomus saltatrix</i>         |        |
| Leopard sea robin       | <i>Prionotus scitulus</i>          |        |
| Bighead sea robin       | <i>Prionotus Tribulus</i>          |        |

| Common Name              | Species Name                      | Status |
|--------------------------|-----------------------------------|--------|
| Smalltooth sawfish       | <i>Pristis pectinate</i>          | FE     |
| Cobia                    | <i>Rachycentron canadum</i>       |        |
| Clearnose skate          | <i>Raja eglantaria</i>            |        |
| Roundel skate            | <i>Raja texana</i>                |        |
| Atlantic guitar fish     | <i>Rhinobatos lentiginosus</i>    |        |
| Cownose ray              | <i>Rhinoptera bonasus</i>         |        |
| Atlantic sharpnose shark | <i>Rhizoprionodon terraenovae</i> |        |
| Spanish sardine          | <i>Sardinella aurita</i>          |        |
| Red drum                 | <i>Sciaenops ocellatus</i>        |        |
| Spanish mackerel         | <i>Scomberomorus maculatus</i>    |        |
| Cero mackerel            | <i>Scomberomorus regalis</i>      |        |
| Barbfish                 | <i>Scorpaena brasiliensis</i>     |        |
| Lookdown                 | <i>Selene vomer</i>               |        |
| Pygmy sea bass           | <i>Serraniculus pumilio</i>       |        |
| Belted sandfish          | <i>Serranus subligarius</i>       |        |
| Bucktooth parrotfish     | <i>Sparisoma radians</i>          |        |
| Southern puffer          | <i>Sphoeroides nephelus</i>       |        |
| Bandtail puffer          | <i>Sphoeroides spengleri</i>      |        |
| Guaguanche barracuda     | <i>Sphyraena guachancho</i>       |        |
| Great barracuda          | <i>Sphyraena barracuda</i>        |        |
| Northern sennet          | <i>Sphyraena borealis</i>         |        |
| Bonnethead shark         | <i>Sphyrna tiburo</i>             |        |
| Checkered blenny         | <i>Starksia ocellata</i>          |        |
| Planehead filefish       | <i>Stephanolepis hispidus</i>     |        |
| Pygmy filefish           | <i>Stephanolepis setifer</i>      |        |
| Atlantic needlefish      | <i>Strongylura marina</i>         |        |
| Redfin needlefish        | <i>Strongylura notata</i>         |        |
| Timucu                   | <i>Strongylura timucu</i>         |        |
| Dusky flounder           | <i>Syacium papillosum</i>         |        |
| Blackcheeked tonguefish  | <i>Symphurus plagiusa</i>         |        |
| Dusky pipefish           | <i>Syngnathus floridae</i>        |        |
| Chain pipefish           | <i>Syngnathus lousianae</i>       |        |
| Sargassum pipefish       | <i>Syngnathus pelagicus</i>       |        |
| Bull pipefish            | <i>Syngnathus springeri</i>       |        |
| Inshore lizardfish       | <i>Synodus foetens</i>            |        |
| Florida pompano          | <i>Trachinotus carolinus</i>      |        |
| Permit                   | <i>Trachinotus falcatus</i>       |        |
| Houndfish                | <i>Tylosorus crocodilus</i>       |        |
| Southern hake            | <i>Urophycis floridana</i>        |        |
| Spotted hake             | <i>Urophycis regia</i>            |        |
|                          |                                   |        |
| <b>Insects</b>           |                                   |        |
|                          | <i>Dicrotendipes</i> spp.         |        |
| True flies               | <i>Diptera</i> spp.               |        |
| Beetles                  | <i>Coleoptera</i> spp.            |        |
| True bugs                | <i>Hemiptera</i> spp.             |        |

| Common Name                 | Species Name                       | Status |
|-----------------------------|------------------------------------|--------|
| Seashore springtail         | <i>Anurida maritima</i>            |        |
| Ants, bees, wasps           | <i>Hymenoptera</i> spp.            |        |
| Butterflies, moths          | <i>Lepidoptera</i> spp.            |        |
|                             |                                    |        |
| <b>Marine invertebrates</b> |                                    |        |
| Atlantic abra               | <i>Abra aequalis</i>               |        |
| Striate glass-hair chiton   | <i>Acanthochitona pygmaea</i>      |        |
| White miniature ark         | <i>Acar domingensis</i>            |        |
| Channelled barrel-bubble    | <i>Acteocina canaliculate</i>      |        |
| Cande's barrel-bubble       | <i>Acteocina candeii</i>           |        |
| West indian sea cucumber    | <i>Actinopyga agassizi</i>         |        |
| Bay scallop                 | <i>Aequipectin irradians</i>       |        |
| Texas venus                 | <i>Agriopoma texasianum</i>        |        |
| Aligena species             | <i>Aligena</i> spp.                |        |
| Bigclaw snapping shrimp     | <i>Alpheus heterochaelis</i>       |        |
| West indian alvania         | <i>Alvania auberiana</i>           |        |
| Cockle                      | <i>Americardia</i> spp.            |        |
|                             | <i>Amphicteis gunneri floridus</i> |        |
| Atlantic papermussel        | <i>Amygdalum papyrium</i>          |        |
| Cut-ribbed ark              | <i>Anadara floridana</i>           |        |
| Cockle                      | <i>Anadara</i> spp.                |        |
| Traverse ark                | <i>Anadara transversa</i>          |        |
| Sybaritic tellin            | <i>Angulus sybariticus</i>         |        |
| Texas tellin                | <i>Angulus texanus</i>             |        |
| Delicate tellin             | <i>Angulus tenellus</i>            |        |
| Many-colored tellin         | <i>Angulus versicolor</i>          |        |
| Buttercup lucine            | <i>Anodontia alba</i>              |        |
| Chalky buttercup lucine     | <i>Anodontia philippiana</i>       |        |
| Pointed venus               | <i>Anomalocardia cuneimeris</i>    |        |
| Common jingle               | <i>Anomia simplex</i>              |        |
| Pilsbry tuskshell           | <i>Antalis pilsbryi</i>            |        |
| Cockle                      | <i>Antigona</i> spp.               |        |
| Sea slug/spotted sea hare   | <i>Aplysia dactylomela</i>         |        |
| Mossy ark                   | <i>Arca imbricata</i>              |        |
| Turkey wing                 | <i>Arca zebra</i>                  |        |
| Cancellate ark              | <i>Arcopsis adamsi</i>             |        |
| Atlantic assiminea          | <i>Assiminea succinea</i>          |        |
| Coral                       | <i>Astrangia</i> spp.              |        |
| Giant basket starfish       | <i>Astrophyton muricatum</i>       |        |
| Lunar dovesnail             | <i>Astyris lunata</i>              |        |
| Stiff penshell              | <i>Atrina rigida</i>               |        |
| Half-naked penshell         | <i>Atrina seminuda</i>             |        |
| Sawtooth penshell           | <i>Atrina serrata</i>              |        |
| Riise's glassy bubble       | <i>Atys riiseanus</i>              |        |
| Ivory barnacle              | <i>Balanus eburneus</i>            |        |
| Corbula sportella           | <i>Basterotia corbuloidea</i>      |        |



| Common Name              | Species Name                       | Status |
|--------------------------|------------------------------------|--------|
| Square sportella         | <i>Basterotia quadrata</i>         |        |
| Grass cerith             | <i>Bittium varium</i>              |        |
| Impressed odostome       | <i>Boonea impressa</i>             |        |
| Borniaclam               | <i>Bornia longipes</i>             |        |
| Spiny slippersnail       | <i>Bostrycapulus aculeata</i>      |        |
| Scorched mussel          | <i>Brachidontes exustus</i>        |        |
| Biconic top-turris       | <i>Brachycytha biconical</i>       |        |
| Sea fingers              | <i>Briareum asbetinum</i>          |        |
|                          | <i>Bucephalus cuculus</i>          |        |
| Striate bubble           | <i>Bulla striata</i>               |        |
| Lightning whelk          | <i>Busycon sinistrum</i>           |        |
| Pear whelk               | <i>Busycotypus spiratus</i>        |        |
| Bipartite caecum         | <i>Caecum bipartitum</i>           |        |
| Cooper's caecum          | <i>Caecum cooperi</i>              |        |
| Fine-line caecum         | <i>Caecum multicostatum</i>        |        |
| Beautiful caecum         | <i>Caecum pulchellum</i>           |        |
| Striate caecum           | <i>Caecum strigosum</i>            |        |
| Box crab                 | <i>Calappa</i> spp.                |        |
|                          | <i>Callianassa jamaicensis</i>     |        |
| Greater blue crab        | <i>Callinectes sapidus</i>         |        |
| Lesser blue crab         | <i>Callinectes similis</i>         |        |
| Beautiful topsnail       | <i>Calliostoma pulchrum</i>        |        |
| Mauve mouth drill        | <i>Calotrophon ostrearum</i>       |        |
| Circular chinese hat     | <i>Calyptraea centralis</i>        |        |
| Common nutmeg            | <i>Cancellaria reticulata</i>      |        |
| Cancellate cantharus     | <i>Cantharus cancellarius</i>      |        |
| Broad-ribbed carditid    | <i>Carditamera floridana</i>       |        |
| Needle odostome          | <i>Cerithiopsis styliformis</i>    |        |
| Costate hornsnail        | <i>Cerithidea costata turrita</i>  |        |
| Ladder hornsnail         | <i>Cerithidea scalariformis</i>    |        |
| Yellow miniature cerith  | <i>Cerithiopsis flava</i>          |        |
| Gem miniature cerith     | <i>Cerithiopsis gemmulosa</i>      |        |
| Green's miniature cerith | <i>Cerithiopsis greenii</i>        |        |
| Variable cerith          | <i>Cerithium lutosum</i>           |        |
| Flyspeck cerith          | <i>Cerithium muscarum</i>          |        |
| Corrugate jewelbox       | <i>Chama congregata</i>            |        |
| Lace murex               | <i>Chicoreus florifer dilectus</i> |        |
| Cross barred venus       | <i>Chione cancellate</i>           |        |
| Venerid bivalve          | <i>Chione elevate</i>              |        |
| Atlantic petricolid      | <i>Choristodon robustum</i>        |        |
|                          | <i>Chrysallida nioba</i>           |        |
| Suppressed vitrinella    | <i>Circulus suppressus</i>         |        |
| Hermit crab              | <i>Clibanarius</i> spp.            |        |
| Fancy shell hermit crab  | <i>Clibanarius vittatus</i>        |        |
| Striate scalesnail       | <i>Cochliolepis striata</i>        |        |
| Dwarf tiger lucine       | <i>Codakia orbiculate</i>          |        |

| Common Name                | Species Name                           | Status |
|----------------------------|--|--------|
| Rusty dovesnail            | <i>Columbella rusticoides</i>          |        |
| Stearn's cone              | <i>Conus stearnsi</i>                  |        |
| Truncate corbula           | <i>Corbula barrattiana</i>             |        |
| Contracted corbula         | <i>Corbula contracta</i>               |        |
| Well-ribbed dovesnail      | <i>Costoanachis lafresnayi</i>         |        |
| Gulf dovesnail             | <i>Costoanachis semiplicata</i>        |        |
| Dovesnail                  | <i>Costoanachis spp.</i>               |        |
| Florida cave amphipod      | <i>Crangonyx grandimanus</i>           |        |
| Hobb's cave amphipod       | <i>Crangonyx hobbsi</i>                |        |
| Lunate crassinella         | <i>Crassinella lunulate</i>            |        |
| Eastern or american oyster | <i>Crassostrea virginica</i>           |        |
| Depressed slippersnail     | <i>Crepidula depressa</i>              |        |
| Slipper limpet             | <i>Crepidula fornicate</i>             |        |
| Waxy mangelia              | <i>Cryoturris cerinella</i>            |        |
|                            | <i>Cryoturris vincula</i>              |        |
| Tellin semele              | <i>Cumingia tellinoides vanhyningi</i> |        |
| Slender isopod             | <i>Cyathura polita</i>                 |        |
| Trilex vitrinella          | <i>Cyclostremiscus pentagonus</i>      |        |
| Two-tooth barrel-bubble    | <i>Cylichnella bidentata</i>           |        |
| Flamingo tongue snail      | <i>Cyphoma gibbose</i>                 |        |
| Florida marshclam          | <i>Cyrenoida floridana</i>             |        |
| Angelwing                  | <i>Cyrtopleura costata</i>             |        |
| Hermit crab                | <i>Dardanus spp.</i>                   |        |
| Gold-line marginella       | <i>Dentimargo aureocinctus</i>         |        |
| Tan marginella             | <i>Dentimargo eburneolus</i>           |        |
| Black sea urchin           | <i>Diadema antillarum</i>              |        |
| Atlantic giant cockle      | <i>Dinocardium robustum</i>            |        |
| Tube worm                  | <i>Diopatra cuprea</i>                 |        |
| Orange sea star            | <i>Echinaster spp.</i>                 |        |
| Interrupted periwinkle     | <i>Echinolittorina interrupta</i>      |        |
| Sea urchin                 | <i>Echinometria spp.</i>               |        |
| Variable spike             | <i>Elliptio icterina</i>               |        |
| Minor jackknife            | <i>Ensis megistus</i>                  |        |
| Textured sportella         | <i>Ensitellops protextus</i>           |        |
| Sportella                  | <i>Ensitellops spp.</i>                |        |
| Bladed wentletrap          | <i>Epitonium albidum</i>               |        |
| Angulate wentletrap        | <i>Epitonium angulatum</i>             |        |
| Semismooth wentletrap      | <i>Epitonium apiculatum</i>            |        |
| Cande's wentletrap         | <i>Epitonium candeanum</i>             |        |
| Humphrey's wentletrap      | <i>Epitonium humphreysii</i>           |        |
| Brown-band wentletrap      | <i>Epitonium rupicola</i>              |        |
| Mauger's erato             | <i>Erato maugeriae</i>                 |        |
| Gold-stripe eulima         | <i>Eulima auricincta</i>               |        |
| Two-band eulima            | <i>Eulima bifasciata</i>               |        |
| Channeled odostome         | <i>Eulimastoma canaliculatum</i>       |        |
| Sharp-rib drill            | <i>Eupleura sulcidentata</i>           |        |

| Common Name                               | Species Name                     | Status |
|---|----------------------------------|--------|
| Flatback mud crab                         | <i>Eurypanopeus depressus</i>    |        |
| Alternate tellin                          | <i>Eurytellina alternata</i>     |        |
| Broad back mud crab                       | <i>Eurytium limosum</i>          |        |
| Pink shrimp                               | <i>Farfantepenaeus duorarum</i>  |        |
| Commercial shrimp                         | <i>Farfantepenaeus</i> spp.      |        |
| Eastern banded tulip                      | <i>Fasciolaria hunteria</i>      |        |
| True tulip                                | <i>Fasciolaria tulipa</i>        |        |
| Pitted murex                              | <i>Favartia cellulose</i>        |        |
| Golfball coral                            | <i>Favia fragum</i>              |        |
|   | <i>Gammarus mucronatus</i>       |        |
| Atlantic gastrochaenid                    | <i>Gastrochaena hians</i>        |        |
| Amethyst gemclam                          | <i>Gemma gemma</i>               |        |
| Ribbed mussel                             | <i>Geukensia demissa</i>         |        |
| Snowflake marginella                      | <i>Gibberula lavalleeana</i>     |        |
| Santo Domingo carditid                    | <i>Glans dominguensis</i>        |        |
| Blood worm                                | <i>Glycera americana</i>         |        |
| Blood worm                                | <i>Glycera dibranchiate</i>      |        |
| Square glyph-turris                       | <i>Glyphoturris quadrata</i>     |        |
| Eroded crab                               | <i>Glyptoxanthus</i> spp.        |        |
|   | <i>Grandidierella</i> spp.       |        |
| Hadria marginella                         | <i>Granulina hadria</i>          |        |
| Ivory tuskshell                           | <i>Graptacme eborea</i>          |        |
| Tanaid                                    | <i>Halmyrapseudes bahamensis</i> |        |
| Amber glassy-bubble                       | <i>Haminoea succinea</i>         |        |
| Capitellid thread worm                    | <i>Heteromastus filiformis</i>   |        |
| Giant eastern murex                       | <i>Hexaplex fulvescens</i>       |        |
| Yellow sea cucumber, Florida sea cucumber | <i>Holothuria floridana</i>      |        |
| Sheepswool sponge                         | <i>Hippiospongia lachne</i>      |        |
| Caridean shrimp                           | <i>Hippolyte pleuracantha</i>    |        |
| Hooked mussel                             | <i>Ischadium recurvum</i>        |        |
|   | <i>Ischnochiton niveus</i>       |        |
| Brown-tip mangelia                        | <i>Kurtziella atrostyla</i>      |        |
| Punctate mangelia                         | <i>Kurtziella limonitella</i>    |        |
| Polychaete                                | <i>Laeonereis culveri</i>        |        |
| Common egg cockle                         | <i>Laevicardium laevigatum</i>   |        |
| Yellow eggcockle                          | <i>Laevicardium mortoni</i>      |        |
| Painted eggcockle                         | <i>Laevicardium pictum</i>       |        |
| Sea slug                                  | <i>Lamellaria</i> spp.           |        |
|   | <i>Leitoscoloplos fragilis</i>   |        |
| Sea whip                                  | <i>Leptogoria</i> spp.           |        |
| Spider crab                               | <i>Libinia</i> spp.              |        |
| Antillean fileclam                        | <i>Limaria pellucida</i>         |        |
| Atlantic horseshoe crab                   | <i>Limulus polyphemus</i>        |        |
| Miniature lucine                          | <i>Linga amiantus</i>            |        |
| White shrimp                              | <i>Litopenaeus setiferus</i>     |        |
| Mangrove periwinkle                       | <i>Littoraria angulifera</i>     |        |

| Common Name               | Species Name                       | Status |
|---------------------------|------------------------------------|--------|
| Marsh periwinkle          | <i>Littoraria irrorate</i>         |        |
| Bantum hydrobe            | <i>Littoridinops palustris</i>     |        |
| Crinkled pyram            | <i>Longchaeus suturalis</i>        |        |
| File fleshy limpet        | <i>Lucapinella limatula</i>        |        |
| Woven lucine              | <i>Lucina nassula</i>              |        |
| Thick lucine              | <i>Lucina pectinate</i>            |        |
| Pennsylvania lucine       | <i>Lucina pennsylvanica</i>        |        |
| Blood ark                 | <i>Lunarca ovalis</i>              |        |
| Florida lyonsia           | <i>Lyonsia floridana</i>           |        |
| Green sea urchin          | <i>Lytechinus variegatus</i>       |        |
| Short macoma              | <i>Macoma brevifrons</i>           |        |
| Constricted macoma        | <i>Macoma constricta</i>           |        |
| Calico clam               | <i>Macrocallista maculate</i>      |        |
| Sunray venus              | <i>Macrocallista nimbosa</i>       |        |
| Decorator crab            | <i>Macrocoeloma</i> spp.           |        |
| Fragile surfclam          | <i>Mactra fragilis</i>             |        |
| Rose coral                | <i>Mancina areolate</i>            |        |
| Gem cyclostreme           | <i>Marevalvata tricarinata</i>     |        |
| Striate piddock           | <i>Martesia striata</i>            |        |
| Ochlockonee moccasinshell | <i>Medionidus simpsonianus</i>     | FE     |
|                           | <i>Meioceras nitidum</i>           |        |
| Eastern melampus          | <i>Melampus bidentatus</i>         |        |
|                           | <i>Melanella atypha</i>            |        |
| Conoidal eulima           | <i>Melanella conoidea</i>          |        |
| Sharp eulima              | <i>Melanella hypsela</i>           |        |
| Jamaica eulima            | <i>Melanella jamaicensis</i>       |        |
|                           | <i>Melita nitida</i>               |        |
| Crown conch               | <i>Melongena corona</i>            |        |
| Stone crab                | <i>Menippe mercenaria</i>          |        |
| Southern quahog           | <i>Mercenaria campechiensis</i>    |        |
| Hard-shell clam           | <i>Mercenaria mercenaria</i>       |        |
| Striate tellin            | <i>Merisca aequistriata</i>        |        |
| Brown eulima              | <i>Microeulima hemphillii</i>      |        |
| Spotted decorator crab    | <i>Microphrys</i> spp.             |        |
| Clinging crab             | <i>Mithrax</i> spp.                |        |
| False tip mussel          | <i>Modiolus modiolus squamosus</i> |        |
| Button snail              | <i>Modulus modulus</i>             |        |
| Dward surfclam            | <i>Mulinia lateralis</i>           |        |
| Lateral mussel            | <i>Musculus lateralis</i>          |        |
|                           | <i>Mysella</i> spp.                |        |
| Sharp nassa               | <i>Nassarius acutus</i>            |        |
| Striate nassa             | <i>Nassarius consensus</i>         |        |
| Bruised nassa             | <i>Nassarius vibex</i>             |        |
| Gaudy natica              | <i>Natica canrena</i>              |        |
| Pile worms                | <i>Neanthes succinea</i>           |        |
| Round worm                | <i>Nematoda</i> spp.               |        |



| Common Name            | Species Name                      | Status |
|------------------------|-----------------------------------|--------|
| Kingsly mud crab       | <i>Neopanope packardii</i>        |        |
| Stimpson mud crab      | <i>Neopanope texana</i>           |        |
| False sharks's eye     | <i>Neverita delessertiana</i>     |        |
| Shark's eye            | <i>Neverita duplicate</i>         |        |
| Brown-line niso        | <i>Niso aeglees</i>               |        |
| Ponderous ark          | <i>Noetia ponderosa</i>           |        |
| Mottled triphora       | <i>Nototriphora decorate</i>      |        |
| Pointed nutclam        | <i>Nuculana acuta</i>             |        |
| Atlantic nutclam       | <i>Nucula proxima</i>             |        |
| Caribbean reef octopus | <i>Octopus briareus</i>           |        |
| Ovoid odostome         | <i>Odostomia laevigata</i>        |        |
|                        | <i>Olivella inusta</i>            |        |
| Variable dwarf olive   | <i>Olivella mutica</i>            |        |
|                        | <i>Olivella perplexa</i>          |        |
|                        | <i>Olivella prefloralia</i>       |        |
| Tiny dwarf olive       | <i>Olivella pusilla</i>           |        |
| Lettered olive         | <i>Oliva sayana</i>               |        |
| Fine-lined hydrobe     | <i>Onobops jacksoni</i>           |        |
|                        | <i>Onuphis eremita oculate</i>    |        |
| Giant montacutid       | <i>Orobitella floridana</i>       |        |
| West indian sea star   | <i>Oreaster reticulatus</i>       |        |
| Crested oyster         | <i>Ostreola equestris</i>         |        |
| Antilles oxynoe        | <i>Oxynoe antillarum</i>          |        |
| Hermit crab            | <i>Pagurus</i> spp.               |        |
| Brackish green shrimp  | <i>Palaemonetes intermedius</i>   |        |
| Grass shrimp           | <i>Palaemonetes pugio</i>         |        |
| Common mud crab        | <i>Panopeus herbstii</i>          |        |
| Spiny lobster          | <i>Panulirus argus</i>            |        |
| Subovate softshell     | <i>Paramya subovata</i>           |        |
| Brown gem clam         | <i>Parastarte triquetra</i>       |        |
| Fat dovesnail          | <i>Parvanachis obesa</i>          |        |
| Oyster dovesnail       | <i>Parvanachis ostreicola</i>     |        |
| Many lined lucine      | <i>Parvilucina crenelle</i>       |        |
| Interrupted vitrinella | <i>Parviturboides interruptus</i> |        |
|                        | <i>Pectinaria gouldii</i>         |        |
| Miraculous pedipes     | <i>Pedipes mirabilis</i>          |        |
| Anemone shrimp         | <i>Periclimenes</i> spp.          |        |
| Tower pyram            | <i>Peristichia toreta</i>         |        |
| Boring petricola       | <i>Petricola lapicida</i>         |        |
| Hermit crab            | <i>Petrochirus</i> spp.           |        |
| Apple murex            | <i>Phyllonotus pomum</i>          |        |
| White-knobbed drillia  | <i>Pilsbryspira leucocyma</i>     |        |
| Hairy crab             | <i>Pilumnus</i> spp.              |        |
| Chalky pitar           | <i>Pitar simpsoni</i>             |        |
|                        | <i>Pithos</i> spp.                |        |
| Threetooth carditid    | <i>Pleuromeris tridentata</i>     |        |

| Common Name                   | Species Name                              | Status |
|-------------------------------|---|--------|
| Sea rods                      | <i>Plexaura</i> spp.                      |        |
| Shark eye shell               | <i>Polinices duplicatus</i>               |        |
| Tinted cantharus              | <i>Polia tinctoria</i>                    |        |
| Polychaete worm               | <i>Polydora websteri</i>                  |        |
| Fourtooth toothshell          | <i>Polyschides tetraschistus</i>          |        |
| Small finger coral            | <i>Porites furcata</i>                    |        |
| Iridescent swimming crab      | <i>Portunus gibbesii</i>                  |        |
| Blotched swimming crab        | <i>Portunus spinimanus</i>                |        |
| Big blue spring cave crayfish | <i>Procambarus horsti</i>                 |        |
| Light-fleeing cave crayfish   | <i>Procambarus lucifugus</i>              |        |
| Common Atlantic marginella    | <i>Prunum apicinum</i>                    |        |
| Little oat marginella         | <i>Prunum avenaceum</i>                   |        |
|                               | <i>Prunum succinea</i>                    |        |
| Florida lucine                | <i>Pseudomiltha floridana</i>             |        |
| Sea feathers, sea plumes      | <i>Pseudopterogorgia</i> spp.             |        |
|                               | <i>Ptychodera bahamensis</i>              |        |
| Plicate mangelia              | <i>Pyrgocythara plicosa</i>               |        |
| Mangelia                      | <i>Pyrgocythata</i> spp.                  |        |
| Oyster turris                 | <i>Pyrgospira ostrearum</i>               |        |
|                               | <i>Rissoina elegantissima</i>             |        |
| Mussel                        | <i>Quincuncina kleiniana</i>              |        |
| Sea pansies                   | <i>Renilla</i> spp.                       |        |
| Emerson's miniature cerith    | <i>Retilaskeya emersonii</i>              |        |
| Pitted baby-bubble            | <i>Rictaxis punctostriatus</i>            |        |
| Reddish mangelia              | <i>Rubellatoma rubella</i>                |        |
|                               | <i>Sabellaria</i> spp.                    |        |
| Incongruous ark               | <i>Scapharca brasiliana</i>               |        |
| Catesby's risso               | <i>Schwartzella catesbyana</i>            |        |
| Florida risso                 | <i>Schwartzella floridana</i>             |        |
| Rainbow tellin                | <i>Scissula iris</i>                      |        |
|                               | <i>Scoloplos fragilis</i>                 |        |
| Adam's miniature cerith       | <i>Seila adamsi</i>                       |        |
| Cancellate semele             | <i>Semele bellastriata</i>                |        |
| Atlantic semele               | <i>Semele proficua</i>                    |        |
| Nut semele                    | <i>Semelina nuculoides</i>                |        |
| Scotch bonnet                 | <i>Semicassis granulata</i>               |        |
| White baby ear                | <i>Sinum perspectivum</i>                 |        |
| Skenea                        | <i>Skenea</i> spp.                        |        |
| Blake's vitrinella            | <i>Solariorbis blakei</i>                 |        |
| Gabb's vitrinella             | <i>Solariorbis infracarinata</i>          |        |
| Terminal vitrinella           | <i>Solariorbis terminalis</i>             |        |
| Florida loggerhead sponge     | <i>Spheciospongia vesparium</i>           |        |
| Southern surfclam             | <i>Spisula raveneli</i>                   |        |
| Red-mouthed rock snail        | <i>Stramonita haemastoma</i>              |        |
| Florida rock snail            | <i>Stramonita haemastoma canaliculata</i> |        |
|                               | <i>Strictispira acurugata</i>             |        |

| Common Name            | Species Name                     | Status |
|------------------------|----------------------------------|--------|
| Florida fighting conch | <i>Strombus alatus</i>           |        |
|                        | <i>Stylochus frontalis</i>       |        |
| Lineate dovesnail      | <i>Suturoglypta iontha</i>       |        |
| Minor snapping shrimp  | <i>Synalpheus minus</i>          |        |
| Purplish tagelus       | <i>Tagelus divisus</i>           |        |
| Miniature moon snail   | <i>Tectonatica pusilla</i>       |        |
| High-spined vitrinella | <i>Teinostoma cryptospira</i>    |        |
|                        | <i>Teinostoma parvicallum</i>    |        |
| White-crest tellin     | <i>Tellidora cristata</i>        |        |
| Sunrise tellin         | <i>Tellina radiata</i>           |        |
| Speckled tellin        | <i>Tellinella listeri</i>        |        |
| Concave auger          | <i>Terebra concave</i>           |        |
| Eastern auger          | <i>Terebra dislocate</i>         |        |
| Fine-ribbed auger      | <i>Terebra protexta</i>          |        |
| Lilac auger            | <i>Terebra vinosa</i>            |        |
| Southern oyster drill  | <i>Thais haemastoma</i>          |        |
| Bryozoan shrimp        | <i>Thor floridanus</i>           |        |
| Gray pygmy-venus       | <i>Timoclea grus</i>             |        |
| Slender barrel-bubble  | <i>Tornatina inconspicua</i>     |        |
| Arrow shrimp           | <i>Tozeuma</i> spp.              |        |
| Florida pricklycockle  | <i>Trachycardium egmontianum</i> |        |
| Yellow pricklycockle   | <i>Trachycardium muricatum</i>   |        |
|                        | <i>Transenella conradina</i>     |        |
| Samana triphora        | <i>Triphora albida</i>           |        |
| Mottled triphora       | <i>Triphora decorate</i>         |        |
|                        | <i>Triphora modesta</i>          |        |
|                        | <i>Triphora nigrocincta</i>      |        |
| Horse conch            | <i>Triplofusus giganteus</i>     |        |
| Tropical sea urchin    | <i>Tripneustes ventricosus</i>   |        |
| Arrow dwarf triton     | <i>Tritonoharpa lanceolata</i>   |        |
| Spider cave crayfish   | <i>Troglocambarus maclanei</i>   |        |
| Caribbean truncatella  | <i>Truncatella caribaeensis</i>  |        |
| Beautiful truncatella  | <i>Truncatella pulchella</i>     |        |
| Chestnut turban        | <i>Turbo castanea</i>            |        |
|                        | <i>Turbonilla arnoldoi</i>       |        |
| Hawk turbonille        | <i>Turbonilla buteonis</i>       |        |
|                        | <i>Turbonilla constricta</i>     |        |
| Dall's turbonille      | <i>Turbonilla dalli</i>          |        |
|                        | <i>Turbonilla hemphilli</i>      |        |
| Delicate turbonille    | <i>Turbonilla levis</i>          |        |
| Punctate turbonille    | <i>Turbonilla puncta</i>         |        |
|                        | <i>Turbonilla punicea</i>        |        |
|                        | <i>Turbonilla Pyrrha</i>         |        |
| Turbonille             | <i>Turbonilla</i> spp.           |        |
| Toyatan's turbonille   | <i>Turbonilla toyatani</i>       |        |
|                        | <i>Turbonilla virga</i>          |        |

| Common Name             | Species Name                   | Status |
|-------------------------|--------------------------------|--------|
| Conrad's turbonille     | <i>Turbonilla viridaria</i>    |        |
| Boring turretnail       | <i>Turritella acropora</i>     |        |
| Gulf marsh fiddler      | <i>Uca longisignalis</i>       |        |
| Fiddler crab            | <i>Uca</i> spp.                |        |
| Gulf oyster drill       | <i>Urosalpinx perrugata</i>    |        |
| Tampa drill             | <i>Urosalpinx tampaensis</i>   |        |
| Florida worm snail      | <i>Vermicularia knorrii</i>    |        |
| Branching candle sponge | <i>Verongia longissimi</i>     |        |
| Florida rainbow         | <i>Villosa amygdala</i>        |        |
| Conical eulima          | <i>Vitreolina conica</i>       |        |
| Terminal vitrinella     | <i>Vitrinella terminalis</i>   |        |
| Southern spindle-bubble | <i>Volvulella persimilis</i>   |        |
| Smooth risso            | <i>Zebina browniana</i>        |        |
|                         | <i>Zebinella decussata</i>     |        |
|                         | <i>Zebinella elegantissima</i> |        |

### B.3.2 / Listed Species

| Common Name   | Species Name                   | Status |
|---|--------------------------------|--------|
| <b>Legend: FT = Federally- and State-Designated Threatened • FE = Federally-and State-Designated Endangered • ST = State-Designated Threatened • SE = State-Designated Endangered • (S/A) = listed due to similarity of appearance • BGEPA = Bald and Golden Eagle Protection Act • SSPC = State Species of Special Concern</b> |                                |        |
| <b>Plants</b>   |                                |        |
| Brittle maidenhair fern   | <i>Adiantum tenerum</i>        | SE     |
| Incised groove-bur  | <i>Agrimonia incisa</i>        | SE     |
| Green-fly orchid  | <i>Epidendrum conopseum</i>    | C      |
| Cooley's water-willow   | <i>Justicia cooleyi</i>        | FE     |
| Pine lily   | <i>Lilium catesbaei</i>        | ST     |
| Cardinal flower   | <i>Lobelia cardinalis</i>      | ST     |
| Florida spiny pod   | <i>Matelea floridana</i>       | SE     |
| Blueflower butterwort   | <i>Pinguicula caerulea</i>     | ST     |
| Yellow butterwort   | <i>Pinguicula lutea</i>        | ST     |
| Yellow fringed orchid   | <i>Platanthera ciliaris</i>    | ST     |
| Rose pogonia  | <i>Pogonia ophioglossoides</i> | ST     |
| Needle palm   | <i>Rhapidophyllum hystrix</i>  | C      |
| Nightflowering petunia  | <i>Ruellia noctiflora</i>      | SE     |
| Hooded pitcherplant   | <i>Sarracenia minor</i>        | ST     |
| Parrot pitcherplant   | <i>Sarracenia psittacina</i>   | ST     |
| Florida ladies tresses  | <i>Spiranthes floridana</i>    | SE     |
| Crippled crane-fly orchid   | <i>Tipularia discolor</i>      | ST     |
| Coontie   | <i>Zamia pumila</i>            | C      |
| Treat's rainlily  | <i>Zephyranthes treatiae</i>   | ST     |



|                                    |   |          |
|------------------------------------|---|----------|
|                                    |   |          |
| <b>Birds</b>                       |   |          |
| Scott's seaside sparrow            | <i>Ammodramus maritimus peninsulae</i>    | ST       |
| Burrowing owl                      | <i>Athene cunicularia</i>                 | ST       |
| Ivory-billed woodpecker            | <i>Campephilus principalis</i>            | FE       |
| Piping plover                      | <i>Charadrius melodus</i>                 | FT       |
| Snowy plover                       | <i>Charadrius nivosus</i>                 | ST       |
| Marian's marsh wren                | <i>Cistothorus palustris marianae</i>     | ST       |
| Little blue heron                  | <i>Egretta caerulea</i>                   | ST       |
| Reddish egret                      | <i>Egretta rufescens</i>                  | ST       |
| Tricolored heron                   | <i>Egretta tricolor</i>                   | ST       |
| Southeastern American kestrel      | <i>Falco sparverius Paulus</i>            | ST       |
| American oystercatcher             | <i>Haematopus palliatus</i>               | ST       |
| Eastern black rail                 | <i>Laterallus jamaicensis jamaicensis</i> | FT       |
| Wood stork                         | <i>Mycteria americana</i>                 | FT       |
| Roseate spoonbill                  | <i>Platalea ajaja</i>                     | ST       |
| Red-cockaded woodpecker            | <i>Picoides borealis</i>                  | FE       |
| Black skimmer                      | <i>Rynchops niger</i>                     | ST       |
| Least tern                         | <i>Sternula antillarum</i>                | ST       |
| Bachman's warbler                  | <i>Vermivora bachmanii</i>                | FE       |
|                                    |   |          |
| <b>Mammals</b>                     |   |          |
| Florida manatee                    | <i>Trichechus manatus latirostris</i>     | FE       |
|                                    |   |          |
| <b>Reptiles</b>                    |   |          |
| American alligator                 | <i>Alligator mississippiensis</i>         | FT (s/a) |
| Loggerhead sea turtle              | <i>Caretta caretta caretta</i>            | FT       |
| Green sea turtle                   | <i>Chelonia mydas</i>                     | FT       |
| Leatherback sea turtle             | <i>Dermochelys coriacea</i>               | FE       |
| Atlantic hawksbill sea turtle      | <i>Eretmochelys imbricata imbricata</i>   | FE       |
| Short-tailed snake                 | <i>Lampropeltis extenuate</i>             | ST       |
| Kemp's ridley sea turtle           | <i>Lepidochelys kempii</i>                | FE       |
| Suwannee alligator snapping turtle | <i>Macrochelys suwanniensis</i>           | T        |
|                                    |   |          |
| <b>Fishes</b>                      |   |          |
| Atlantic sturgeon                  | <i>Acipenser oxyrinchus oxyrinchus</i>    | FE       |
| Gulf sturgeon                      | <i>Acipenser oxyrinchus desotoi</i>       | FT       |
| Smalltooth sawfish                 | <i>Pristis pectinate</i>                  | FE       |
|                                    |   |          |
| <b>Marine invertebrates</b>        |   |          |
| Ochlockonee moccasinshell          | <i>Medionidus simpsonianus</i>            | FE       |

### B.3.3 / Invasive Non-native and/or Problem Species

| Common Name       | Species Name                       | Status |
|-------------------|------------------------------------|--------|
| <b>Plants</b>     |                                    |        |
| Mimosa, silk tree | <i>Albizia julibrissin</i>         | I      |
| Alligatorweed     | <i>Alternanthera philoxeroides</i> | II     |

|                              |                                 |          |
|------------------------------|---------------------------------|----------|
| Tung oil tree                | <i>Aleurites fordii</i>         | II       |
| Coral ardisia                | <i>Ardisia crenata</i>          | I        |
| Scarlet milkweed             | <i>Asclepias curassavicum</i>   | Invasive |
| Pindo palm                   | <i>Butia capitata</i>           | Invasive |
| Australian Pine              | <i>Casuarina spp.</i>           | L        |
| Madagascar periwinkle        | <i>Catharanthus roseus</i>      | Invasive |
| Camphor tree                 | <i>Cinnamomum camphora</i>      | I        |
| Wild taro                    | <i>Colocasia esculenta</i>      | I        |
| Winged yam                   | <i>Dioscorea alata</i>          | I        |
| Air-potato                   | <i>Dioscorea bulbifera</i>      | I        |
| Common water hyacinth        | <i>Eichhornia crassipes</i>     | I        |
| Hydrilla                     | <i>Hydrilla verticillate</i>    | I        |
| Cogon grass                  | <i>Imperata cylindrica</i>      | I        |
| Crape-myrtle                 | <i>Lagerstroemia indica</i>     | Invasive |
| Dotted duckweed              | <i>Landolita punctata</i>       | Invasive |
| Lantana                      | <i>Lantana camara</i>           | I        |
| Japanese privet              | <i>Ligustrum japonicum</i>      | I        |
| Glossy privet                | <i>Ligustrum lucidum</i>        | I        |
| Chinese privet, hedge privet | <i>Ligustrum sinense</i>        | I        |
| Japanese honeysuckle         | <i>Lonicera japonica</i>        | I        |
| Japanese climbing fern       | <i>Lygodium japonicum</i>       | I        |
| Chinaberry                   | <i>Melia azedarach</i>          | I        |
| Eurasian water-milfoil       | <i>Myriophyllum spicatum</i>    | II       |
| Nandina, heavenly bamboo     | <i>Nandina domestica</i>        | I        |
| Sword fern                   | <i>Nephrolepis cordifolia</i>   | I        |
| Oleander                     | <i>Neria oleander</i>           | Invasive |
| Violet wood sorrel           | <i>Oxalis corymbosa</i>         | Invasive |
| Skunk vine                   | <i>Paederia foetida</i>         | I        |
| Torpedo grass                | <i>Panicum repens</i>           | I        |
| Bahiagrass                   | <i>Paspalum notatum sauriae</i> | Invasive |
| Red-leaf photina             | <i>Photina glabra</i>           | Invasive |
| Common cane, Roseau cane     | <i>Phragmites australis</i>     | Problem  |
| Golden bamboo                | <i>Phyllostachys aurea</i>      | II       |
| Water lettuce                | <i>Pistia stratiotes</i>        | I        |
| Chinese brake fern           | <i>Pteris vittata</i>           | II       |
| Kudzu                        | <i>Pueraria montana</i>         | I        |
| Tropical Mexican clover      | <i>Richardia brasiliensis</i>   | Invasive |
| Castor bean                  | <i>Ricinus communis</i>         | II       |
| Mexican petunia              | <i>Ruellia brittoniana</i>      | I        |
| Chinese tallow               | <i>Sapium sebiferum</i>         | Invasive |
| Brazilian pepper             | <i>Schinus terebinthifolius</i> | Invasive |
| Sicklepod, coffeeweed        | <i>Senna obtusifolia</i>        | Invasive |
| Rattlebox, purple sesban     | <i>Sesbania punicea</i>         | II       |
| White-flowered wandering jew | <i>Tradescantia fluminensis</i> | II       |
| Caesar weed                  | <i>Urena lobata</i>             | Invasive |
| Chinese wisteria             | <i>Wisteria sinensis</i>        | II       |
| Malanga, elephant ear        | <i>Xanthosoma sagittifolium</i> | II       |

|                             |                                       |                   |
|-----------------------------|---------------------------------------|-------------------|
|                             |                                       |                   |
| <b>Birds</b>                |                                       |                   |
| Muscovy duck                | <i>Cairina moschata</i>               | Non-Native        |
| Rock pigeon                 | <i>Columba livia</i>                  | Non-Native        |
| Monk parakeet               | <i>Myiostitta monachus</i>            | Non-Native        |
| House sparrow               | <i>Passer domesticus</i>              | Non-Native        |
| Eurasian collared dove      | <i>Streptopelia decaocto</i>          | Non-Native        |
| European starling           | <i>Sturnus vulgaris</i>               | Non-Native        |
|                             |                                       |                   |
| <b>Mammals</b>              |                                       |                   |
| Domestic dog                | <i>Canis familiaris</i>               | Non-Native        |
| Coyote                      | <i>Canis latrans</i>                  | Non-Native        |
| Nine-banded armadillo       | <i>Dasypus novemcinctus</i>           | Non-Native        |
| Domestic cat                | <i>Felis silvestris</i>               | Non-Native        |
| Rhesus macaque              | <i>Macaca mulatta</i>                 | Non-Native        |
| House mouse                 | <i>Mus musculus</i>                   | Non-Native        |
| Nutria                      | <i>Myocaster coypu</i>                | Non-Native        |
| Norway rat                  | <i>Rattus norvegicus</i>              | Non-Native        |
| Roof rat, black rat         | <i>Rattus rattus</i>                  | Non-Native        |
| Feral / Wild hog            | <i>Sus scrofa</i>                     | Non-Native        |
|                             |                                       |                   |
| <b>Amphibians</b>           |                                       |                   |
| Cane toad                   | <i>Rhinella marina</i>                | Non-Native        |
| Cuban treefrog              | <i>Osteopilus septentrionalis</i>     | Non-Native        |
|                             |                                       |                   |
| <b>Fishes</b>               |                                       |                   |
| Pike killifish              | <i>Belonesox belizanus</i>            | Non-Native        |
| Brown hoplo                 | <i>Hoplosternum littorale</i>         | Non-Native        |
| Swamp eel                   | <i>Monopterus albus</i>               | Non-Native        |
| Red lionfish                | <i>Pterois volitans</i>               | Non-Native        |
| Sailfin catfish             | <i>Pterygoplichthys multiradiatus</i> | Non-Native        |
| Blue tilapia                | <i>Oreochromis aureus</i>             | Non-Native        |
| Regal demoiselle            | <i>Neopomacentrus cyanomus</i>        | Non-Native        |
| Blackchin tilapia           | <i>Sarotherodon melanotheron</i>      | Non-Native        |
|                             |                                       |                   |
| <b>Marine Invertebrates</b> |                                       |                   |
| Indo-Pacific swimming crab  | <i>Charybdis helleri</i>              | Non-Native        |
| Asian clam                  | <i>Corbicula fluminea</i>             | Non-Native        |
| Asian green mussel          | <i>Perna viridis</i>                  | Potential Invader |
| Asian tiger shrimp          | <i>Penaeus monodon</i>                | Non-Native        |
| Common periwinkle           | <i>Littorina littorea</i>             | Non-Native        |
| Porcelain crab              | <i>Petrolisthes armatus</i>           | Non-Native        |
| Mantis shrimp               | <i>Pullosquilla littoralis</i>        | Non-Native        |
|                             |                                       |                   |
| <b>Reptiles</b>             |                                       |                   |
| Brown anole                 | <i>Anolis sagrans</i>                 | Non-native        |

#### ***B.4 / Arthropod Control Plan***

Spatial data (e.g. shapefiles) for the boundaries of the aquatic preserve have been made accessible to the appropriate mosquito control district. The aquatic preserve is deemed highly productive and environmentally sensitive. By policy of DEP since 1987, aerial adulticiding is not allowed, but larviciding and ground adulticiding (truck spraying in public use areas) is typically allowed. Mosquito control plans temporarily may be set aside under declared threats to public or animal health, or during a Governor's Emergency Proclamation. Mosquito control plans are typically proposed by local mosquito control agencies when they desire to treat on public lands.



### ***B.5 / Archaeological and Historical Sites Associated with Nature Coast Aquatic Preserve***

The list below was derived from shapefiles obtained from the Florida Department of State, Division of Historical Resources on February 2, 2021, and includes sites within .25 miles of the Nature Coast Aquatic Preserve.

| <b>Site ID</b> | <b>Site Name</b>            | <b>Description</b>        | <b>Location</b>            |
|----------------|-----------------------------|---------------------------|----------------------------|
| CI00002        | BUZZARD'S ISLAND            | Prehistoric burial(s)     | Within 0.25 miles of NCAP. |
| CI00026        | SHELL ISLAND                | Prehistoric mound(s)      | Within NCAP.               |
| CI00086        | SCHOONER "GOOD HOPE" WRECK  | Saltwater submerged site  | Within NCAP.               |
| CI00118        | FORT ISLAND                 | Prehistoric shell midden  | Within NCAP.               |
| CI00227        | NN                          | Prehistoric shell midden  | Within NCAP.               |
| CI00228 A      | NN                          | Prehistoric shell midden  | Within 0.25 miles of NCAP. |
| CI00228 B      | NN                          | Prehistoric shell midden  | Within NCAP.               |
| CI00229        | NN                          | Prehistoric shell midden  | Within 0.25 miles of NCAP. |
| CI00230        | NN                          | Prehistoric shell midden  | Within 0.25 miles of NCAP. |
| CI00418        | SALT RIVER NARROWS 1        | Campsite (prehistoric)    | Within 0.25 miles of NCAP. |
| CI00419        | SALT RIVER NARROWS 2        | Campsite (prehistoric)    | Within 0.25 miles of NCAP. |
| CI00443        | DR HUDSON OFFICE            | Office                    | Within 0.25 miles of NCAP. |
| CI00453        | HOY HOME                    | Private residence         | Within 0.25 miles of NCAP. |
| CI00454        | ROBERTS HAIR FASHION        | Barber/Beauty shop        | Within 0.25 miles of NCAP. |
| CI00455        | CRYSTAL RIVER OLD CITY HALL | City hall                 | Within 0.25 miles of NCAP. |
| CI00456        | OLD POST OFFICE             | Office                    | Within 0.25 miles of NCAP. |
| CI00457        | BARCO-HOOD BUILDING         | Commercial and apartments | Within 0.25 miles of NCAP. |
| CI00458        | SPARKMAN BUILDING           | Commercial                | Within 0.25 miles of NCAP. |
| CI00459        | SPARKMAN BUILDING 2         | Commercial                | Within 0.25 miles of NCAP. |
| CI00460        | CRYSTAL RIVER BANK          | Bank                      | Within 0.25 miles of NCAP. |
| CI00461        | 611 CITRUS AVE              | Commercial                | Within 0.25 miles of NCAP. |
| CI00462        | 619 CITRUS AVE              | Service station           | Within 0.25 miles of NCAP. |
| CI00463        | 626 CITRUS AVE              | Private residence         | Within 0.25 miles of NCAP. |

|         |                                  |                       |                            |
|---------|----------------------------------|-----------------------|----------------------------|
| CI00464 | 631 CITRUS AVE                   | Grocery store         | Within 0.25 miles of NCAP. |
| CI00465 | 638-640 CITRUS AVE               | Lodge (club) building | Within 0.25 miles of NCAP. |
| CI00466 | 639 CITRUS AVE                   | Library               | Within 0.25 miles of NCAP. |
| CI00467 | BEAGLE HOUSE                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00468 | 652 CITRUS AVE                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00469 | EUBANKS-EDWARDS HOME             | Private residence     | Within 0.25 miles of NCAP. |
| CI00484 | HUNTER SPRINGS PARK<br>BOAT SLIP | Boat slip             | Within 0.25 miles of NCAP. |
| CI00485 | HAWTHORNE HOME                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00486 | 119 NE 1ST AVE                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00488 | 543 NW 1ST AVE                   | Office                | Within 0.25 miles of NCAP. |
| CI00492 | 214 NE 2ND AVE                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00493 | 220 NE 2ND AVE                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00499 | 16 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00500 | 18 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00501 | 19 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00502 | 27 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00503 | 35 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00504 | 43 NE 2ND ST                     | Private residence     | Within 0.25 miles of NCAP. |
| CI00505 | 103 NE 2ND ST                    | Private residence     | Within 0.25 miles of NCAP. |
| CI00506 | 111 NE 2ND ST                    | Private residence     | Within 0.25 miles of NCAP. |
| CI00507 | VAN EVERY HOME                   | Private residence     | Within 0.25 miles of NCAP. |
| CI00508 | 126 NE 2ND ST                    | Private residence     | Within 0.25 miles of NCAP. |
| CI00509 | 143 NE 2ND ST                    | Private residence     | Within 0.25 miles of NCAP. |
| CI00518 | 102 NE 3RD ST                    | Private residence     | Within 0.25 miles of NCAP. |
| CI00519 | 118 NE 3RD ST                    | Private residence     | Within 0.25 miles of NCAP. |

|         |   |  |                            |
|---------|---|--|----------------------------|
| CI00520 | SEMINOLE CLUB                           | Lodge (club) building                            | Within 0.25 miles of NCAP. |
| CI00532 | OLD FISH HOUSE                          | Fish house                                       | Within 0.25 miles of NCAP. |
| CI00539 | 113-130 NE 4TH ST                       | Apartment  | Within 0.25 miles of NCAP. |
| CI00540 | LEWIS HOUSE                             | Private residence                                | Within 0.25 miles of NCAP. |
| CI00557 | OCALA & GULF RAILROAD                   | Linear Resource                                  | Within 0.25 miles of NCAP. |
| CI00592 | WEST HOMOSASSA I                        | Prehistoric shell midden                         | Within 0.25 miles of NCAP. |
| CI00593 | WEST HOMOSASSA II                       | Prehistoric shell midden                         | Within 0.25 miles of NCAP. |
| CI00594 | WEST HOMOSASSA III                      | Prehistoric shell midden                         | Within 0.25 miles of NCAP. |
| CI00595 | WEST HOMOSASSA IV                       | Prehistoric shell midden                         | Within NCAP.               |
| CI00596 | WEST HOMOSASSA V                        | Prehistoric shell midden                         | Within NCAP.               |
| CI00597 | SHELL ISLAND NORTH                      | Prehistoric shell midden                         | Within NCAP.               |
| CI00598 | SHELL ISLAND WEST                       | Prehistoric shell midden                         | Within NCAP.               |
| CI00599 | DOG ISLAND                              | Prehistoric shell midden                         | Within NCAP.               |
| CI01068 | NARROWS                                 | Campsite (prehistoric)                           | Within 0.25 miles of NCAP. |
| CI01103 | 103 US 19 (SR 55)                       | Commercial                                       | Within 0.25 miles of NCAP. |
| CI01360 | USS Submarine Chaser 1057               | Destroyed  | Within 0.25 miles of NCAP. |
| CI01361 | Estate of L.C. Yeoman                   | Private residence                                | Within 0.25 miles of NCAP. |
| CI01362 | Estate of L.C. Yeoman 2-Story Cottage   | Commercial and residence                         | Within 0.25 miles of NCAP. |
| CI01363 | Estate of L.C. Yeoman Shed/2-Bay Garage | Commercial and residence                         | Within 0.25 miles of NCAP. |
| CI01510 | Hunter Springs Park                     | Designed Historic Landscape                      | Within 0.25 miles of NCAP. |
| HE00003 | INDIAN CREEK                            | Prehistoric burial mound(s)                      | Within 0.25 miles of NCAP. |
| HE00004 | JOHNS ISLAND                            | Prehistoric shell midden                         | Within NCAP.               |
| HE00007 | BAYPORT 2                               | Artifact scatter-low density (< 2 per sq meter)  | Within 0.25 miles of NCAP. |
| HE00009 | PINE ISLAND                             |  | Within NCAP.               |
| HE00015 | MARSH ISLAND                            | Prehistoric shell midden                         | Within NCAP.               |
| HE00036 | NO NAME ISLAND I                        | Indeterminate                                    | Within NCAP.               |
| HE00037 | NO NAME ISLAND II                       | Lithic scatter/quarry (prehistoric: no ceramics) | Within NCAP.               |
| HE00333 | BAYPORT                                 | Land-terrestrial                                 | Within NCAP.               |
| HE00403 | SPRINGSTEAD                             | Land-terrestrial                                 | Within 0.25 miles of NCAP. |

|         |                             |   |                            |
|---------|-----------------------------|---|----------------------------|
| HE00578 | Manuel West                 | Lithic scatter/quarry (prehistoric: no ceramics)  | Within 0.25 miles of NCAP. |
| HE00787 | Bayport Battlefield         | Subsurface features are present                   | Within 0.25 miles of NCAP. |
| PA00002 | OELSNER INDIAN MOUND        | Habitation (prehistoric)                          | Within 0.25 miles of NCAP. |
| PA00003 | ARROWHEAD FACTORY           | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA00010 | ANCLOTE MOUND               | Habitation (prehistoric)                          | Within NCAP.               |
| PA00011 | NEW PORT RICHEY MIDDEN      | Land-terrestrial                                  | Within 0.25 miles of NCAP. |
| PA00012 | HOPE MOUND                  | Prehistoric burial mound(s)                       | Within 0.25 miles of NCAP. |
| PA00013 | FINLEY HAMMOCK              | Artifact scatter-low density (< 2 per sq meter)   | Within NCAP.               |
| PA00014 | FINLEY HAMMOCK CAMP         | Campsite (prehistoric)                            | Within NCAP.               |
| PA00016 | BAILEY'S BLUFF              | Historic refuse / dump                            | Within NCAP.               |
| PA00020 | FLORAMAR                    | Prehistoric lithics only, but not quarry          | Within NCAP.               |
| PA00216 | BAILEY'S BLUFF ROAD         | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA00389 | BEHIND THE OELSNER MOUNDS   | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA00439 | KEY VISTA                   | Campsite (prehistoric)                            | Within NCAP.               |
| PA00451 | Stauber Highway 1           | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA00568 | GILLIGAN'S ISLAND           | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA00569 | NORTH OF ENERGY             | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA00576 | LONG LEAF                   | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA00582 | MYSTERY                     | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA00597 | GILLS/HOLIDAY PARK          | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA00641 | BAILLIE FISH CAMP           | Fish house  | Within NCAP.               |
| PA00642 | GREY FISH CAMP              | Fish house  | Within NCAP.               |
| PA00643 | THIEL FISH CAMP             | Fish house  | Within NCAP.               |
| PA00644 | CASSON FISH CAMP            | Fish house  | Within NCAP.               |
| PA00645 | ALLGOOD FISH CAMP           | Fish house  | Within NCAP.               |
| PA00646 | JONES FISH CAMP             | Destroyed   | Within NCAP.               |
| PA00647 | JONES FISH CAMP             | Fish house  | Within NCAP.               |
| PA00648 | LITTLE FISH CAMP            | Fish house  | Within NCAP.               |
| PA00649 | STEVENSON, R D JR FISH CAMP | Destroyed   | Within NCAP.               |
| PA00650 | STEVENSON, W M FISH CAMP    | Fish house  | Within NCAP.               |



|         |                              |   |                            |
|---------|------------------------------|---|----------------------------|
| PA00651 | SWARTSEL FISH CAMP           | Destroyed   | Within NCAP.               |
| PA00652 | CUNNAGIN FISH CAMP           | Fish house  | Within NCAP.               |
| PA00653 | UZZLE FISH CAMP              | Fish house  | Within NCAP.               |
| PA01201 | HOLIDAY RECREATION COMPLEX   | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA01202 | LUMBERJACK TRAIL             | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA01237 | ANCLOTE POWER PLANT NORTH    | Specialized site for procurement of raw materials | Within 0.25 miles of NCAP. |
| PA01257 | BUILDING #12846              | Military  | Within 0.25 miles of NCAP. |
| PA01258 | BUILDING #12841              | Military  | Within 0.25 miles of NCAP. |
| PA01259 | BUILDING #12842              | Military  | Within 0.25 miles of NCAP. |
| PA01260 | BUILDING #12843              | Military  | Within 0.25 miles of NCAP. |
| PA01261 | BUILDING #12844              | Military  | Within 0.25 miles of NCAP. |
| PA01262 | BUILDING #12847              | Military  | Within 0.25 miles of NCAP. |
| PA01263 | BUILDING #12849              | Military  | Within 0.25 miles of NCAP. |
| PA01264 | BUILDING #12850              | Military  | Within 0.25 miles of NCAP. |
| PA01440 | Nickle Site                  | Land-terrestrial                                  | Within 0.25 miles of NCAP. |
| PA01990 | Stauber Highway 2            | Campsite (prehistoric)                            | Within 0.25 miles of NCAP. |
| PA02064 | Williams Campsite #2438      | Fish house  | Within NCAP.               |
| PA02370 | Rocky Creek                  | Land-terrestrial                                  | Within 0.25 miles of NCAP. |
| PA02371 | Bullwinkle                   | Land-terrestrial                                  | Within 0.25 miles of NCAP. |
| PA02372 | 4725 Ebbtide Lane            | Private residence                                 | Within 0.25 miles of NCAP. |
| PA02392 | Mickler Barn                 | Destroyed   | Within 0.25 miles of NCAP. |
| PA02418 | Beau Lane Site               | Land-terrestrial                                  | Within 0.25 miles of NCAP. |
| PA02437 | Leach Carter Cash House      | Private residence                                 | Within 0.25 miles of NCAP. |
| PA02483 | Edgewater Motel              | FMSF Building Complex                             | Within 0.25 miles of NCAP. |
| PA02486 | Port Richey Mobile Home Park | FMSF Building Complex                             | Within 0.25 miles of NCAP. |
| PA02509 | Edgewater Motel Building A   | Hotel, Motel, Inn                                 | Within 0.25 miles of NCAP. |
| PA02510 | Edgewater Motel Building B   | Hotel, Motel, Inn                                 | Within 0.25 miles of NCAP. |

|         |                                       |  |                            |
|---------|---------------------------------------|--|----------------------------|
| PA02511 | 5414 Baylea Avenue                    | Private residence                                | Within 0.25 miles of NCAP. |
| PA02512 | 5404 Baylea Avenue                    | Private residence                                | Within 0.25 miles of NCAP. |
| PA02513 | 7810 US Highway 19                    | Commercial                                       | Within 0.25 miles of NCAP. |
| PA02514 | 7812 US Hwy 19                        | Commercial                                       | Within 0.25 miles of NCAP. |
| PA02515 | 7820 US Hwy 19 (Building A)           | Commercial                                       | Within 0.25 miles of NCAP. |
| PA02516 | 7820 US Hwy 19 (Building B)           | Commercial                                       | Within 0.25 miles of NCAP. |
| PA02517 | 7909 US Highway 19                    | Commercial                                       | Within 0.25 miles of NCAP. |
| PA02519 | 8037 US Highway 19 (Building B)       | Abandoned or vacant                              | Within 0.25 miles of NCAP. |
| PA02657 | Belcher Mine Channel                  | Linear Resource                                  | Within 0.25 miles of NCAP. |
| PA02939 | Mobile Radar Pad #2                   | Military   | Within 0.25 miles of NCAP. |
| PA02940 | Mobile Radar Pad #1                   | Military   | Within 0.25 miles of NCAP. |
| PA02941 | Mobile Radar Pad #3                   | Military   | Within 0.25 miles of NCAP. |
| PA02942 | Emergency Power Building #12842B      | Military   | Within 0.25 miles of NCAP. |
| PA02943 | Diesel Fuel Tank Storage Area #12842C | Military   | Within 0.25 miles of NCAP. |
| PA02944 | Switching Station USAF #12836         | Military   | Within 0.25 miles of NCAP. |
| PA02945 | Anclote Missile Tracking Annex        | Historical District                              | Within NCAP.               |
| PA03061 | 5219 Miller Bayou Drive               | Private residence                                | Within 0.25 miles of NCAP. |
| PI00042 | SPONGE HARBOR                         | Artifact scatter-low density (< 2 per sq meter)  | Within 0.25 miles of NCAP. |
| PI00043 | BURNT MILL                            | Prehistoric mound(s)                             | Within 0.25 miles of NCAP. |
| PI00864 | POINT ALEXIS 1                        | Artifact scatter-low density (< 2 per sq meter)  | Within 0.25 miles of NCAP. |
| PI00865 | POINT ALEXIS 3                        | Lithic scatter/quarry (prehistoric: no ceramics) | Within 0.25 miles of NCAP. |
| PI00866 | POINT ALEXIS 4                        | Prehistoric shell midden                         | Within 0.25 miles of NCAP. |

## Appendix C / Public Involvement

### C.1 / Meeting Schedule

| Task                               | Date                       |
|------------------------------------|----------------------------|
| Public Meeting                     | 9/28/21                    |
| AC Meeting 1                       | 9/30/21                    |
| AC Meeting 2                       | 11/30/21                   |
| AC Meeting 3 Cancelled             | <del>1/29/22</del> 1/18/22 |
| AC Meeting 4                       | 3/31/22                    |
| Public Meeting (Online)            | 5/19/22                    |
| Public Meeting (In-Person)         | 5/24/22                    |
| AC Meeting 5 (In-Person)           | 5/26/22                    |
| Additional Public Comment Deadline | 6/9/22                     |

### C.2 / Advisory Committee

The following Appendices contain information about the advisory committee meeting which held four meetings in order to obtain input from the Nature Coast Aquatic Preserve Management Plan Advisory Committee regarding the draft management plan.

#### C.2.1 / List of members and their affiliations

List of Invitees and their affiliations. Note: Committee members may have had 'stand in' representation at Management Advisory Committee Meetings.

| First Name | Last Name   | Role             | Organization                                      |
|------------|-------------|------------------|---|
| Thomas     | Ankersen    | Committee member | University of Florida                             |
| Steve      | Brinkley    | Committee member | Florida Fish and Wildlife Conservation Commission |
| Melissa    | Charbonneau | Committee member | Pasco County                                      |
| Kevin      | Claridge    | Committee member | Aquatic Preserve Society                          |
| Mark       | Edwards     | Committee member | Citrus County BOCC                                |
| Mike       | Engiles     | Committee member | Crystal River Watersports                         |
| Justin     | Grubich     | Committee member | Pew Charitable Trusts                             |
| Chris      | Holland     | Committee member | Duke Energy                                       |
| Frank      | Kapocsi     | Committee member | Homosassa River Alliance                          |

|                 |            |                  |  |
|-----------------|------------|------------------|--|
| <b>Joyce</b>    | Kleen      | Committee member | <b>U.S. Fish and Wildlife Service</b>                          |
| <b>Keith</b>    | Kolasa     | Committee member | <b>Hernando County</b>   |
| <b>Michael</b>  | Kuhman     | Committee member | <b>Florida Department of Agriculture and Consumer Services</b> |
| <b>Enrique</b>  | Latimer    | Committee member | <b>Duke Energy</b>   |
| <b>Anna</b>     | Laws       | Committee member | <b>Florida Fish and Wildlife Conservation Commission</b>       |
| <b>Scott</b>    | Matthewman | Committee member | <b>Florida Department of Environmental Protection</b>          |
| <b>Maria</b>    | Merrill    | Committee member | <b>Florida Fish and Wildlife Conservation Commission</b>       |
| <b>Charles</b>  | Morton     | Committee member | <b>Hernando Waterways Advisory Committee</b>                   |
| <b>Larry</b>    | Nall       | Committee member | <b>Florida Fish and Wildlife Conservation Commission</b>       |
| <b>Joyce</b>    | Palmer     | Committee member | <b>U.S. Fish and Wildlife Service</b>                          |
| <b>Earl</b>     | Pearson    | Committee member | <b>Florida Department of Environmental Protection</b>          |
| <b>James</b>    | Powell     | Committee member | <b>Clearwater Aquarium</b>                                     |
| <b>Barbara</b>  | Roberts    | Committee member | <b>Florida Department of Environmental Protection</b>          |
| <b>Brittany</b> | Scharf     | Committee member | <b>University of Florida/IFAS/Extension</b>                    |
| <b>William</b>  | Toney      | Committee member | <b>Recreational Fishing Guide</b>                              |
| <b>Madison</b>  | Trowbridge | Committee member | <b>Southwest Florida Water Management District</b>             |
| <b>Marnie</b>   | Ward       | Committee member | <b>University of Florida/IFAS/Extension</b>                    |
| <b>Coleen</b>   | Weaver     | Committee member | <b>Pasco County BOCC</b>                                       |



|                |           |                       |   |
|----------------|-----------|-----------------------|---|
| <b>Savanna</b> | Barry     | Subject matter expert | <b>University of Florida/IFAS/Extension</b>           |
| <b>Anna</b>    | Braswell  | Subject matter expert | <b>University of Florida</b>                          |
| <b>Cheryl</b>  | Clark     | Subject matter expert | <b>Florida Department of Environmental Protection</b> |
| <b>Morgan</b>  | Edwards   | Subject matter expert | <b>University of Florida</b>                          |
| <b>Jamie</b>   | Hammond   | Subject matter expert | <b>University of Florida</b>                          |
| <b>Timothy</b> | Jones     | Subject matter expert | <b>Florida Department of Environmental Protection</b> |
| <b>Laura</b>   | Reynolds  | Subject matter expert | <b>University of Florida</b>                          |
| <b>Michael</b> | Shirley   | Subject matter expert | <b>Florida Department of Environmental Protection</b> |
| <b>Rob</b>     | Kramer    | Member of the public  | <b>Wild Oceans</b>                                    |
| <b>Bruce</b>   | Pohlot    | Member of the public  | <b>International Game and Fish Association</b>        |
| <b>Preston</b> | Robertson | Member of the public  | <b>Florida Wildlife Federation</b>                    |
| <b>Joy</b>     | Hazell    | Lead Facilitator      | <b>University of Florida/IFAS/Extension</b>           |
| <b>Kristie</b> | Perez     | Co-Facilitator        | <b>University of Florida</b>                          |
| <b>Jocelyn</b> | Peskin    | Zoom Producer         | <b>University of Florida</b>                          |
| <b>Hanna</b>   | Brown     | Plan Author           | <b>University of Florida / NOAA</b>                   |

### C.3 / Public Meeting #1

#### C.3.1 / Florida Administrative Register Posting

*Florida Administrative Register*

*Volume 47, Number 167, August 27, 2021*

Section 3.4.4.A of the Handbook requires a minimum of 45 square feet of usable, safe, and sanitary outdoor play area per child, one year of age and older, and the outside play area must be able to accommodate one-half of the licensed capacity of the program. Section 3.4.4.B and C require a licensed urban child care facility to have an additional minimum of 45 square feet of usable indoor play space to substitute for 25% of the licensed capacity for outdoor play space, which must include equipment that provides physical activity. The total number of children using the play area may not exceed the outdoor capacity. Subsection 65C-22.001(6), F.A.C., states in pertinent part that child care programs must follow the standards found in the Handbook.

On July 14, 2021, Petitioner filed a written withdrawal of the petition. As such, this petition was dismissed.

A copy of the Order or additional information may be obtained by contacting: Agency Clerk, Department of Children and Families, 2415 North Monroe St., Ste. 100, Tallahassee, FL 32303 or Agency.Clerk@myflfamilies.com.

#### Section VI

#### Notice of Meetings, Workshops and Public Hearings

##### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, September 28, 2021, 6:00 p.m. – 8:00 p.m.

PLACE: This is an online meeting. Please register at <https://floridadep.gov/ncap-meeting>

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a scoping meeting to present an overview of the Aquatic Preserve Program and seek public input prior to developing a management plan for the Nature Coast Aquatic Preserve. Members of the Nature Coast Aquatic Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments, and may also participate in the discussion.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

##### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Thursday, September 30, 2021, 1:00 p.m. – 5:00 p.m.

PLACE: This is an online meeting. Please register at <https://floridadep.gov/ncap-adv-comm/>

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee will meet to develop and prioritize issues and strategies for the Nature Coast Aquatic Preserve Management Plan.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

##### REGIONAL PLANNING COUNCILS

###### Tampa Bay Regional Planning Council

The Tampa Bay Regional Planning Council's Agency on Bay Management announces a public meeting to which all persons are invited.

DATE AND TIME: September 9, 2021, 9:00 a.m.

PLACE: This meeting will be held via a virtual communication platform. Persons wishing to participate in this meeting should dial: +1 786 635 1003. The meeting ID is: 828 9405 5418. The Passcode is: 1234. The Zoom Meeting Link is: <https://us02web.zoom.us/j/82894055418?pwd=Sk10eDVaaK16MUw3c1F2d0VrNXdhZz09>

GENERAL SUBJECT MATTER TO BE CONSIDERED: To conduct the regular business of the Tampa Bay Regional Planning Council's Agency on Bay Management.

A copy of the agenda may be obtained by contacting: Wren Krah, [Wren@tbrpc.org](mailto:Wren@tbrpc.org).



### C.3.2 / Public Meeting #1 Summary

## Nature Coast Aquatic Preserve Public Scoping Meeting

**Tuesday, September 28, 2021**

**6:00 – 8:00 pm**

### via ZoomMeeting Summary



Word cloud representing public input to the question, “What do you want to see happen in the NCAP?”

## Overview

On Tuesday, September 28, 2021, a public scoping meeting was held as a part of the Nature Coast Aquatic Preserve (NCAP) Management Plan development process. Joy Hazell, from the School of Forest, Fisheries and Geomatics Sciences at UF/IFAS, facilitated the meeting. Kristie Perez, a PhD student in the UF School of Natural Resources and Environment within UF/IFAS transcribed this report.

A total of 89 people attended the NCAP public scoping meeting via the Zoom online platform. This included the process team composed of employees of the Florida Department of Environmental Protection (FDEP), the University of Florida Institute of Food and Agricultural Sciences (UF/IFAS), and PEW. The meeting agenda can be found in Appendix A. The meeting objectives were to:

- Introduce participants to the Aquatic Preserve program
- Present an overview of the NCAP and the Management Plan development process
- Brainstorm a list of key issues that may be included in the NCAP Management Plan

### Welcome and Introductions

The meeting began with Joy introducing herself and providing her background. She announced that the meeting was being recorded and that feedback could be provided anonymously via a survey if anyone preferred that over speaking in the meeting or typing in the chat box during the meeting. The link to the survey was then provided ([https://ufl.qualtrics.com/jfe/form/SV\\_etuYkEgjl5UxKMC](https://ufl.qualtrics.com/jfe/form/SV_etuYkEgjl5UxKMC)). Joy also noted that enrollment for the meeting had doubled in the past 24 hours from 70 people to over 140 in total.

Joy then welcomed the group to this kick-off NCAP public meeting and emphasized the excitement of the team for the great turnout at the meeting. Joy acknowledged our participants from the public as the most important people in the 'room' and reviewed the groups included in the meeting. These included the process team (FDEP and UF/IFAS, as well as PEW assisting unofficially with communications) and some members of the management advisory committee that is being formed (federal, state and county government, non-governmental organizations, UF/IFAS, fisherman, landowners, and citizens). She also reviewed the basic functions of the Zoom platform (mute, chat, views) with all participants and emphasized that the chat will be used to record public comments.

Joy reviewed the agenda at a high level and turned the floor over to Leslie Reed, the Chief of Staff for the FDEP.

## Opening Remarks

Leslie highlighted the importance of our coastal resources as the foundation of the environmental and economic health of Florida. She reflected on the enactment of the Aquatic Preserve Act in 1975 and the importance of the mission of Aquatic Preserves to protect "Florida's living waters to ensure they will always be home for bird rookeries and fish nurseries, freshwater springs and salt marshes, seagrass meadows, and mangrove forests." She recalled the passing of House Bill 1061 in 2020 designating the NCAP as Florida's 42nd aquatic preserve and noted the NCAP is the first new preserve in over 32 years. Leslie also noted the many ways the aquatic preserve protections can benefit the areas as well as how the NCAP management plan fits into that. She emphasized the importance of transparency and public input to these processes and also thanked everyone again for taking the time to attend the meeting.

## Informational Overview

Mike Shirley, Deputy Director for FDEP's Office of Resilience and Coastal Protection, again thanked everyone who had taken time out of their week to join the meeting. He shared his background in research, stewardship and restoring habitats for over 30 years in aquatic preserves and research reserves in Florida. He then emphasized that the success of an aquatic preserve or research reserve is measured by the amount of community involvement, specifically that your meeting participation (time & input) is essential to aquatic preserve management.



Mike noted that upon learning of the aquatic preserve designation, FDEP was able to engage with coastal communities, groups in support of the designation, and UF/IFAS. Seagrass and water quality monitoring was started quickly with assistance from PEW and a citizen's support group, The Aquatic Preserve Society. Mike reviewed the role of the Office of Resilience and Coastal Protection, including the management of aquatic preserves as well as other programs and managed areas. Through the Office of Resilience and Coastal Protection, the aquatic preserve will have access to department resources and other experts across the state.

Mike reiterated that NCAP is 'your' aquatic preserve and went on to say it is the largest spring-fed seagrass habitat in the world and of national importance and a 'gem' to be treasured. He emphasized that every comment is appreciated and that the goal is to gather all information to create a plan appropriate for the resource. He closed by outlining Earl Pearson's role in guiding statewide management plan development for aquatic preserves and turned the floor over to him.

Earl provided an overview of aquatic preserve management plans, specifically that they are managed in 10-year cycles mirroring upland management plans. This period allows for a long view and adaptive management throughout the time period. He provided examples of management goals from other preserves. Earl noted the preference on protection over restoration in management plan goals and emphasized the importance of partnerships in achieving these goals. He then reviewed the steps and associated dates for the management plan development process as noted below.

#### Aquatic Preserve Management Plan Development Process

- Public Scoping Meeting – September 28, 2021
- Management Plan Development:
  - Advisory Committee Meeting 1 – September 30, 2021
  - Advisory Committee Meeting 2 – November 30, 2021
  - Advisory Committee Meeting 3 – January 19, 2022
  - Advisory Committee Meeting 4 – March 31, 2022
- Draft Plan Published
- Formal Public Meetings – May 19 & May 24, 2022
- Final Advisory Committee Meeting – May 26, 2022
- Presented to the Acquisition and Restoration Council
- Presented to the Board of Trustees

Earl advised that background on the NCAP including information on the natural resources, cultural resources, and current management activities has been gathered. However, the 'heart of the management plan' is how the preserve will be managed – that is, which goals, objectives, and strategies will be focused on for the next 10 years. He described tonight's scoping meeting as the beginning of that process, specifically collecting input from those that use the preserve. He also reviewed the advisory committee memberships which has certain statutory requirements (i.e. an elected official from each county) but also includes members of local stakeholder groups such as fishing and ecotourism in the case of the NCAP. Earl noted that advisory committee meetings are public and that additional public meetings will be held (May 19 & May 24) after advisory committee meetings 1-4.

This portion of the meeting was wrapped up by sharing the contact information of the FDEP members of the NCAP Process Team. Of note, Cheryl Clark has been overseeing a project to pull together historical data that will aid the NCAP in leveraging this information. Joy noted the contact details will also be sent in a follow-up email on September 29 regarding the NCAP management plan process and that the email addresses used to register for this meeting will only be used to communicate about this process.

Michael Shirley, Deputy Director, Michael.Shirley@dep.state.fl.us, 904-823-4500

Earl Pearson, Planner IV, Earl.Pearson@dep.state.fl.us, 850-245-2104

Cheryl Clark, Coastal Projects Manager, Cheryl.P.Clark@floridaDEP.gov, 850-245-2109

At the conclusion of these presentations, the floor was opened for a question-and-answer period on covered and related topics with the results that follow.

### Questions and Answers

1. Why was Levy County not included?
  - a. Mike responded that Levy County waters are included in the Big Bend Seagrasses Aquatic Preserve.
2. Is the 10-year update process the same as the initial development process?
  - a. (Earl confirmed that this is correct, except in the case of the updates, we aren't coming into it from scratch like with this plan.
3. I know that there is in the coastal areas of Hernando Beach area there's a privately owned submerged lands and read something else, where it had something about adjacent public lands and designated resources...So, would that have to be part of the mitigation and follow the rules and stuff like that?
  - a. Mike advised that the aquatic preserve boundary does not overlap those areas. For a proposed project close to the boundary there will be a state lands boundary determination. The boundary was intended to keep developed areas outside of the boundary (Please see enabling legislation for details.)
4. What type of things would drive restoration?
  - a. Mike provided the example in South Florida, where the volume and timing of fresh water going into that area so trying to restore the natural patterns of freshwater would drive restoration there. Earl provided another example, specifically propeller scarring of seagrasses. In cases this might only go down to the root and might naturally restore itself and grow back just given time. But if it's really deep then that does warrant some restoration, because otherwise it just continues to expand and wash away.
5. Are local residents part of the management advisory committee?
  - a. Joy noted that approximately five people are representing private landowners, fishing interests, ecotour operators, and retirees. These four-hour meetings are also open to the public should anyone wish to attend. They will be recoded as well with the potential for reports if there is interest.
6. What is the offshore boundary for the plan recommendation such as monitoring of seagrass? Also, for clarification can monitoring extend beyond the offshore boundary into Federal waters.
  - a. Mike stated that those are the kind of questions the management advisory committee will be tackling. And if the need be, to protect the seagrasses, you must look at deeper water to get a better indicator then it could fit within the research realm of an aquatic preserve. You'd have to have the resources and the agreements in place to do so. Most of the monitoring efforts in the aquatic preserves have been within the aquatic preserve. If there's monitoring needed outside the Aquatic Preserve the advisory group might explore that possibility. This information can be shared with partners to leverage additional resources.
7. How should sea level rise be considered?
  - a. Mike advised that across the state we're watching changes like mangroves advancing into marshes. Sea level rise is driving more frequent flooding such as king tides. Sea level rise has changed the way natural areas are managed; we're managing for change. In the past, historic maps were used as a guide of what to restore back to but now we should consider sea level rise and changes in habitats. Fortunately, there's a lot of good

information coming our way on how to manage for change. Salt marsh habitats, for instance, are extremely sensitive to sea level rise.

8. Can someone define working waterfront and fisheries as mentioned earlier?
  - a. Mike defined these as waterfronts that help support the economy, marinas for instance, activities dependent on that waterfront area which includes a basket of activities. (Please see <https://coast.noaa.gov/data/digitalcoast/pdf/working-waterfronts.pdf> for more details). It's important to have that balance of activities between using the resource and keeping the resource sustained.
9. For the Hernando County Port Authority/Waterways Advisory Committee, we have a 10-year plan for the development of artificial reefs and oyster reefs. It seems like now within the boundary of the proposed preserve it's adding another layer of hurdles to the project. We already need to get DEP approval, FWC, approval and Coast Guard approval. Where does this fit in?
  - a. Mike responded that the advisory committee meeting will be a great opportunity to ask these types of questions. The goal for the NCAP is to be compatible with the community's perspective. From a management perspective when it comes to things like artificial reefs, which can have a benefit in building habitat if there's a lack of habitat. It also can benefit fisheries, as long as other habitats are not damaged. Also, Joy made a note for the management advisory committee. (Update: any artificial reef projects that were funded under Gulf Restoration/Deep Horizon were grandfathered through the legislation.)
10. There are concerns that liquid natural gas port facilities may be pursued in Citrus County and creating a port enterprise zone in Hernando County. Can the preserve prevent these protected waters from allowing pass through access to offshore areas from such shoreline traffic?
  - a. Mike noted that this is another good topic to bring up to the management advisory committee. Balancing between environmental, community and the economic needs. The aquatic preserve designation leads to more examination of the potential impacts. For instance, if it's something impacting an aquatic preserve, it has to be shown to be clearly in the public interest if it requires a submerged land lease. This aquatic preserve is also designated as an Outstanding Florida Water, which means that whatever happens, there should not be an impact to ambient water quality condition. (Please see [https://floridadep.gov/sites/default/files/OFW%20factsheet\\_0.pdf](https://floridadep.gov/sites/default/files/OFW%20factsheet_0.pdf) for more details). So, it is another layer of scrutiny, but it doesn't stop things it just allows for a more detailed look into the project
11. It's really essential that you recognize going into this that sea level rise is going to be a perpetual challenge. As the pace of these changes increases, it might be much more difficult for those species to adapt to those changes specifically thinking about Marian's marsh wren and I believe also the Scott's seaside sparrow. These and others solely in the salt marshes of basically the Big Bend coastline and are likely to abandon habitat as mangroves attain more and more dominance. As salt marshes are more fire tolerant, maybe experimenting with using prescribed fire in salt marsh if only to dial back the pace of that essentially natural invasion by mangroves to see if that can be delayed long enough for new salt marsh to become established as salt marsh is allowed to migrate inland so that we can basically sustain those species and the face of these rapid changes?
  - a. Mike advised that this is another great topic for the management advisory committee to address.
12. My concern is that this area is the destination point for scalloping from around the state and around the country. Each year, we have hundreds and even thousands of boaters which we appreciate coming to our Nature Coast to scallop but along with that we're having a tremendous

amount of scarring on the seagrass beds. Will we be able to address this with this advisory committee?

- a. Mike responded affirmatively that this is also the kind of concern the advisory committee may address. Understanding the impacts to seagrasses and exploring ways to restore and maybe even guide boaters so that they don't cause that kind of damage could be addressed by the management plan.

## Public Input

Next, we were split into smaller of the small groups with individual facilitators for just under 30 minutes. The question to be answered was “What do you want to see happen in the NCAP?” and this could include anything that you feel should be built into the management plan. Notably, though not everything will be put in perfectly as stated, it will start the conversation that we will then have for this next nine months.

The results of this small group activity were copied verbatim into the worksheet below. The original work of the small groups (done using Jamboards) is included in Appendix B.

### COMMENT

|    |   |
|----|---|
| 1  | comprehensive monitoring regime to track changes in the natural communities (e.g., mangroves, forests, hydric hammocks) to guide adaptive management approach, especially accretion and erosion rates - surface elevation tables and other standard methodology   |
| 2  | put evaluation and protection of cultural resources into the plan. if there are uplands, put in management plans for those  |
| 3  | primary focus should be protection of existing pristine areas and habitat restoration of damaged areas  |
| 4  | Communication and community involvement throughout the process.   |
| 5  | like the proactive element, concerns about algal blooms in other areas, look to prevent that here. Future development, Veteran's Expressway, pipelines - need to preserve   |
| 6  | resources into education for the seagrass areas, in particular with boaters, especially during scallop season - prop scarring, not running in shallow areas. Education could be a big help but committee could focus on getting that out there  |
| 7  | I would like to add that talking with acquaintances in law enforcement, their primary concern is the need for improved signage delineating the seagrass areas that are protected are desperately needed, otherwise there is literally no way to enforce the areas.  |
| 8  | habitat mapping for seagrass, education about seagrass scarring, water quality monitoring   |
| 9  | An exemption for past mistakes/poor prior science. ie. plugged natural waterways that now have to jump through all the regulations that were not in effect at the time.   |
| 9B | ( <u>Clarification</u> on comment above) I live in Charlotte County. Where this is the case. Long story, but we are dealing with waterways that were plugged by the EPA to reduce sediment transport during further development by a private contractor. Now huge hurdles to get natural waterways re-opened. |
| 10 | Education aspect stressing boating and recreation practices that will protect seagrasses and shorelines and why the communities should care about that. Also living shoreline projects can help reduce erosion and damage while also protecting the ecosystem   |



|    |   |
|----|---|
| 11 | and seagrass mapping from other agencies. Capture where we are expecting to see certain habitats and where we do not expect to see them. Some coastal work has been done about coastal karst features being biodiversity hotspots. Also need to use appropriate period of records for spring flows and freshwater inputs.                             |
| 12 | Estuary is unique in terms of spring flow making up freshwater inputs. across FL, spring flows are declining - need to think in terms of increasing groundwater levels and river levels to something closer to historic levels. Support and participate in developing strategies that will reduce groundwater consumption to sustain estuarine system |
| 13 | involving local community is extremely important to incorporate - pull from depth of local knowledge to amplify outcomes especially citizen volunteers for monitoring   |
| 14 | detailed baseline fauna surveys of hardbottom communities (and ongoing surveys). Need to do seagrass transects for offshore seagrass beds similar to other areas and drawing from Hernando Marine Area plan   |
| 15 | Frequent water quality testing that is available to the public.   |
| 16 | Fuel spills in Hernando Beach - no enforcement, frustration and reporting has gone down in response. Law enforcement often cannot make citation because direct evidence cannot be collected   |
| 17 | EDUCATION & COMMUNITY ENGAGEMENT  |
| 18 | ESTABLISHING APPROPRIATE BASELINES & MONITORING   |
| 19 | SEAGRASS & SCARRING REDUCTION (& ENFORCEMENT)   |
| 20 | Prop scarring and shallow water areas being heavily used cannot be overlooked. Maybe the mapping imagery can be used for scar assessment?   |
| 21 | seagrass mapping (2007 began) SWFWMD 4 year cycle 2020 maps are about to be released. [need to continue - support driven] Accuracy to mapping - but the species diversity and health are necessary aids to mapping efforts  |
| 22 | Balance between revenue and resource - Scallop associated prop scarring (How can we and/or who would be responsible for the enforcement and management of these actions?)   |
| 23 | Recreational Access - maintaining access re: scalloping and prop scarring / boater education  |
| 24 | Seagrass threshold measures - (establishing a minimum or action benchmark)  |
| 25 | Cultural Resource Management in terms of management   |
| 26 | Baseline data management and collection/establishment   |
| 27 | Water quality baseline dataset  |
| 28 | Species Migration (mangroves shifting north and snook changes) - what does that look like for this area of Florida (Dr. Silvia Earl - research in the 50s)  |
| 29 | COAST Dataset support - SWFWMD does quarterly sampling at 70 of the historic COAST sites  |
| 30 | Education on the type of anchoring devices - RE: Seagrass prop scarring   |
| 31 | Making Data more socially understandable (translate the data into opportunities the general public can relate to or use)  |

|            |  |
|------------|--|
| <b>32</b>  | Involve or work with guides on education regarding resources/AP/etc  |
| <b>33</b>  | NEED FOR ENFORCEMENT - Boating Related - FWC LE / Environmental - DEP Regulatory   |
| <b>34</b>  | Changes in the community structures based on the tropicalization - Predator/prey and species distribution (ex Snook migrating further north and changing diets)  |
| <b>35</b>  | Fish Farming and the implications on native/wild populations   |
| <b>36</b>  | Hardbottom habitat: Sponge communities and focus on the ecology  |
| <b>37</b>  | Unique area due to pristine nature - would like to encourage future research on marine mammals (dolphins specifically)   |
| <b>38</b>  | Seagrass Monitoring fixed sites annual – in partnership with FWRI  |
| <b>39</b>  | Seagrass Monitoring Aerial 5-10 year in conjunction with SWFWMD and other applicable agencies  |
| <b>40</b>  | Water Quality Monitoring Monthly fixed historical Project Coast Sites in partnership with UF Fisheries Department  |
| <b>41</b>  | Continuous Water Quality Monitoring with data sondes at Cotee and Anclote River estuaries. – Aquatic Preserve Staff  |
| <b>42</b>  | Scallop Monitoring and Boater Intercept Surveys in conjunction with FWRI and Pasco County staff. Let them know we currently conduct the intercept surveys each year.   |
| <b>43</b>  | Participating in Local County Zoning and Comprehensive Planning.   |
| <b>44</b>  | Education and Outreach to residents and stakeholders.  |
| <b>45</b>  | Identify and implement restoration projects including seagrass, living shorelines, oyster habitat.   |
| <b>46</b>  | Coordinate Red Tide sampling efforts in conjunction with FWRI and Pasco County staff. Let them know we currently sample during HAB bloom events.   |
| <b>47</b>  | Coordinate with Passive Parks Department. The AP may want to participate in events or have their own at our coastal parks.   |
| <b>48</b>  | Coordination for land acquisition/grants to purchase land in AP. Buffering.  |
| <b>49</b>  | ADVANCED WATER TREATMENT   |
| <b>49A</b> | Explanation for statement above: (Pasco County) i.e Port Ritchie, stormwater & runoff (and sewage spillage). Will we plan to address the uplands issue? (implementation of more current procedures to prevent seagrass dieoff - encourage local governments to who own & operate to prevent these from occurring) - SWFWMD has only data of this type? Would be good to enhance? |
| <b>50</b>  | Tampa Bay - flooding, rainwater into sewage treatment processes has been over whelmed due to rainwater because not cared for (needs radical changes)   |
| <b>51</b>  | Concerns over continued septic tank use in single family homes (retrofitting?)   |
| <b>52</b>  | Importance of interagency coordination   |
| <b>53</b>  | has degraded over last 60 years. Main issue - seagrass protection, increased enforcement against prop scarring and look at the statute: 1) enhanced penalties 2) negligence standard (so that people would be more careful - doesn't need to be intentional)   |
| <b>54</b>  | Seagrass mapping every 4 years with water quality, Suncoast does every 2 year (perhaps more beneficial)  |

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| 55 | Main concern: CLEAN WATER (a fish kill today at mouth of the Suwannee)  |
| 56 | looking for inclusion of wise use of the resource - so we will need education. Also, the inclusion of fresh water springs component.  |
| 57 | interested in cultural resources and partnership opportunities (working with other APs)   |
| 58 | protection & monitoring of cultural sites is key  |
| 59 | Less known about hardbottom habitats, sponges may be important as nursery habitat or for water filtration (also impacted by runoff, red tides, etc)   |
| 60 | Fishing and tour guide - evaluation, protection, restoration and protection. Evaluation - establish a clear scientific baseline of water quality, scarring, nutrient loading, SG assessment, diversity assessments. |
| 61 | Protection - pole and troll zones, feasibility way to include that in areas that are needed due to depth. if not, delineating poles lines just south of Homosassa. Boundary of what is being protected.             |
| 62 | Have a regional plan for habitat improvement so we are coordinated across county boundaries.  |
| 63 | Consider removing the first week of scallop season, reduce it a single seven day period.  |
| 64 | Ed/outreach to community. social media, schools, boater signage   |
| 65 | opportunity to develop an app for the public to help them navigate the preserve and the habitat represented there. make it easy for boaters to do the right thing.  |
| 66 | Perhaps a quarterly interagency working group (DACS, FWC, DEP, WMD, local law enforcement) to coordinate, address developing issues and implement adaptive action plans   |
| 67 | Restoration - bird stakes and sediment tubes to help with preparing of prop scars. Debris removal at community basis.   |
| 68 | Essential Fish Habitat for so many species - conservation of habitats should be the priority  |
| 69 | Like to see specifics within plan to account for predator/prey interactions and shifting fish stocks.   |
| 70 | Concern about fish farming and antibiotics and want to know if there is something can be done.  |
| 71 | Expect at the end of the process develop goals and priorities of habitats, water quality, sediment management, education. have action plans at the end  |
| 72 | Have a broad vision of interlock agreements including counties, cities, regional entities, DOT - location of bridges and roads need to be reviewed  |
| 73 | decisions about sovereign lands need to be clear, especially up to Carrabelle. What's allowed needs to be reviewed  |
| 74 | Consideration of manatee habitat use and possibly look at carrying capacity studies for sea grass in the area. have some increase enforcement for speed zones or harassment. maybe some aerial surveys.             |
| 75 | Community education that there is an AP and a good thing and it is beneficial to community, not another layer of restrictions.  |

|    |   |
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| 76 | Area proposed is one of the highest ecology diverse and should have a larger degree of protection than other areas. SLR and habitat transition is important. might want to i.d. upland areas that could be converted. |
| 77 | Baseline data on water quality and habitat should be handled soon   |
| 78 | fill in gaps with monitoring of water quality   |
| 79 | Concern about impacting dredging plans in Pasco County, what is the status of that?   |
| 80 | boundaries for AP don't go up against land mass?  |
| 81 | will the data collected from the preserve be able to be used in BMAP development and MFL establishment?   |
| 82 | Concerns about spoil islands and I'd like to know about positive or negative impacts of creation of spoil island  |
| 83 | Question - Does the boundary go right up to Hudson Beach area, understand water quality has degraded in that area.  |

Each small group facilitator gave a short recap when the entire group was brought back together. Participants were asked to stay if possible, but Joy did note that a meeting report would be released in two weeks as well.

Joy asked if there was anyone who did not get to speak in their small group and/or if they heard something they wanted to share with the larger group. Some chat ideas were added that Joy included in her Jamboard.

Joy also received a private message noting the preserve is a prime candidate for new citizen support organization to champion its protection help raise help fundraise and provide volunteers for citizen science projects, due to a large number of retirees, many of whom have boats. She noted this was a great point and that one of the management advisory committee members oversees the statewide aquatic preserve nonprofit. Mike shared that Kevin Claridge is on the management advisory committee and that he is the president of the Aquatic Preserve Society. Mike also emphasized the value in recruiting volunteers to support management of the Nature Coast Aquatic Preserve. Aquatic preserves have limited fulltime staff so there is a need for volunteers. Volunteers can assist in nearly every aspect of Aquatic Preserve management from education and outreach, research, and restoration.

A comment was made that we have a huge resource in the under 20s, over 60s, and all the middle ranges of people that could be engaged in translating the data and what they see in the ecology which could be fed into the neighborhood groups and to the community groups, and that would be a nice thing to see the state university and college system.

Joy also asked if there might be anything missing. She mentioned that comments could be typed in the chat. She asked Jocelyn to again add the survey link to the chat. An additional comment was made that in the Everglades you must take an online test on preventing propeller scarring before you can legally boat there or even kayak.

### Next Steps

Joy reviewed her earlier comment that a meeting report will be provided in two weeks at the email address provided in the Zoom registration and that these email addresses will not be used for anything other than to communicate with you about the NCAP (approximately monthly). She also provided her email address ([jhazell@ufl.edu](mailto:jhazell@ufl.edu)). An email will follow on 9/29/2021 as well reiterating these items, including the survey link



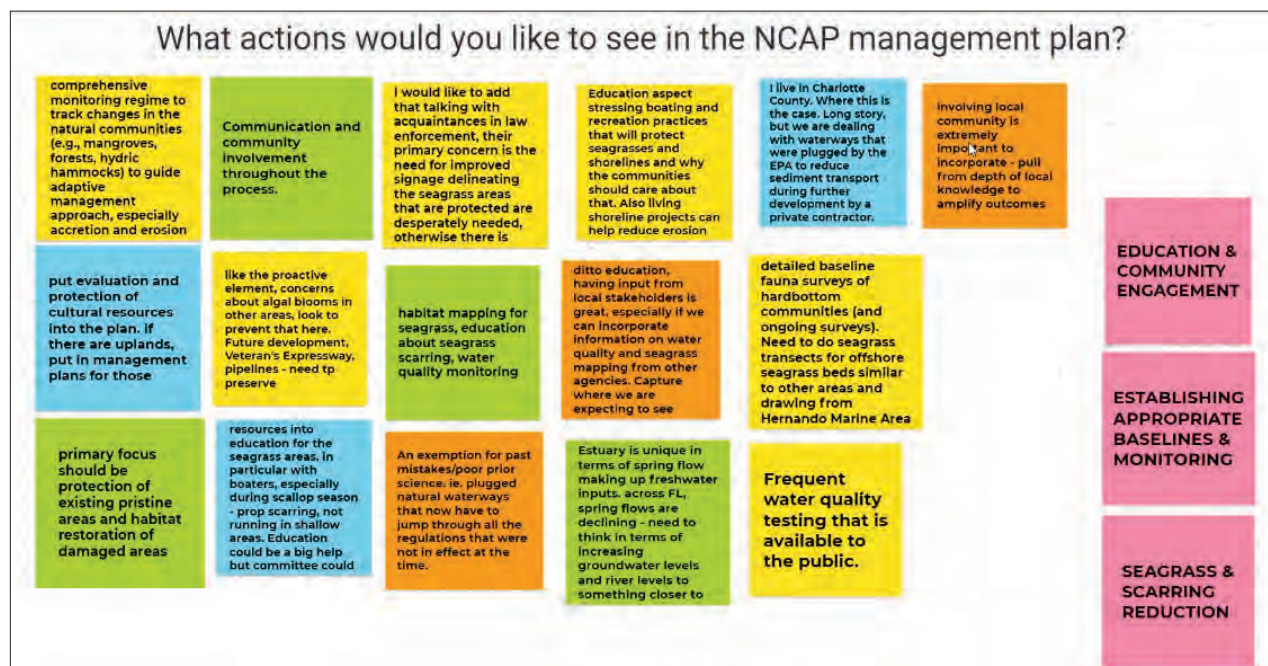
again and a link to the online locations where documents related to this process will be available (<https://floridadep.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>). Joy asked if there were any questions on next steps and noted that future meetings will hopefully be in person.

A separate question was asked about findings for local water testing and looking at pollution levels in the water. Mike advised that there are water quality criteria and a total maximum daily load (TMDL) process to guide basin management action plans. This has been a valuable process for other preserves.

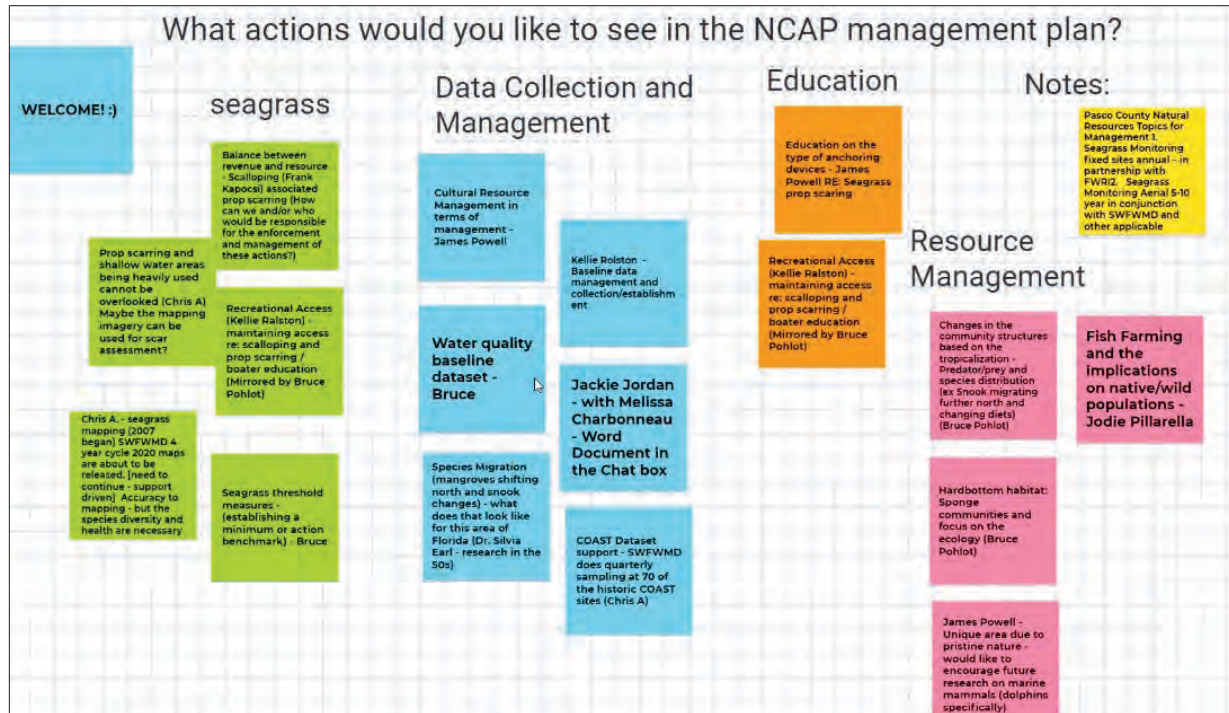
Joy thanked everyone again for attending. She also made a last request for any final comments and noted that process team members would be staying after the meeting if there were any additional needs.

Mike announced that this was a great kick-off meeting and that all the comments that have come in are going to be extremely valuable. The Aquatic Preserve staff will be looking to the community to help in building a volunteer group and will want to connect through different partnerships to help manage this aquatic preserve. Mike again thanked all.

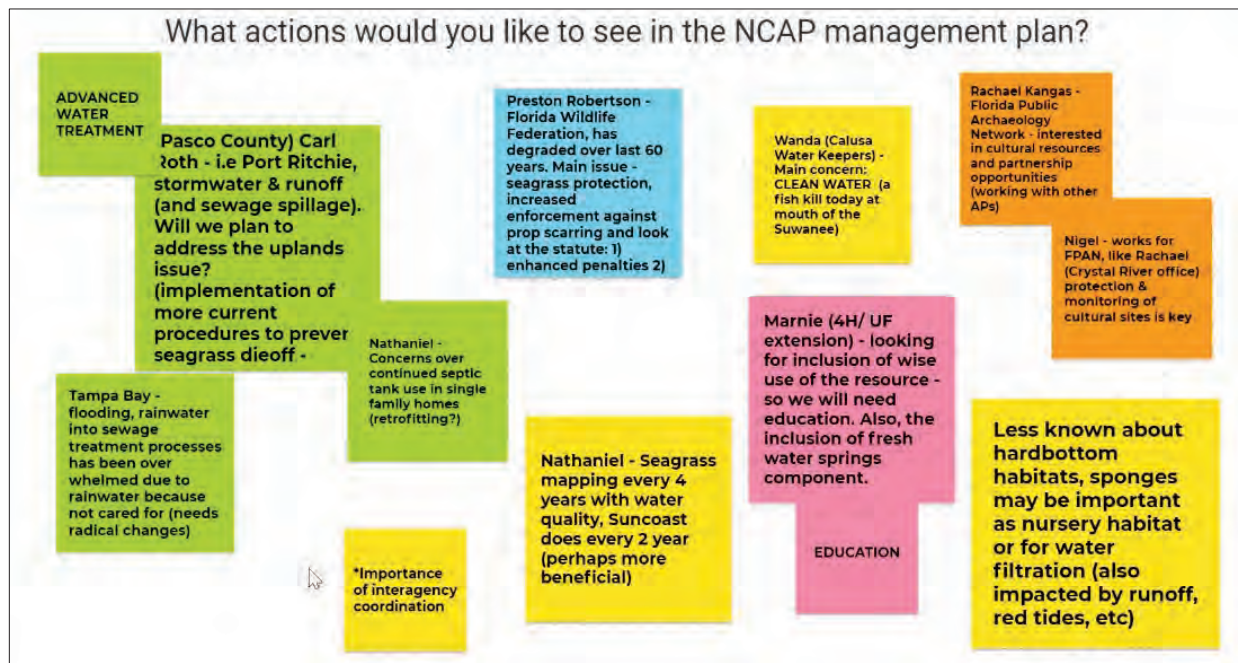
## Screenshots of Jamboards



Group 1. Digital sticky notes, each with a comment from a member of the public.

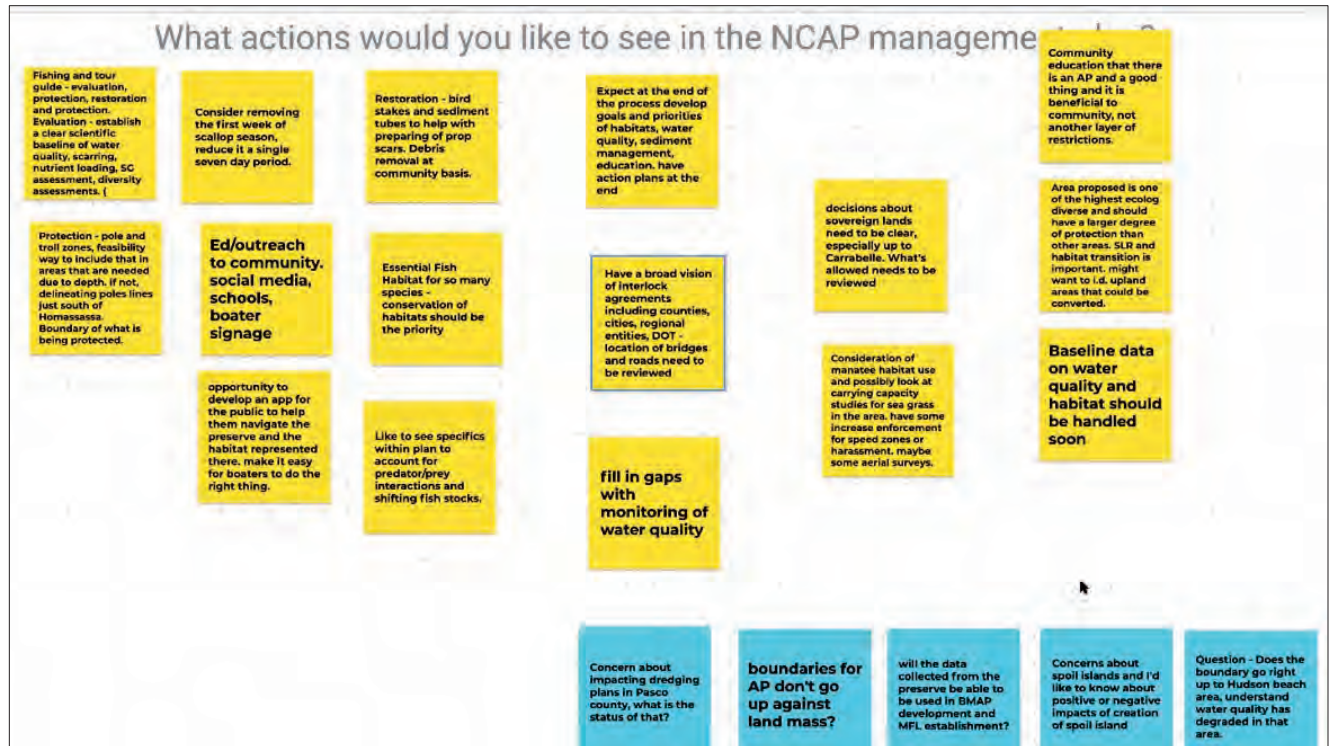


Group 2. Digital sticky notes, each with a comment from a member of the public.



Group 3. Digital sticky notes, each with a comment from a member of the public.





Group 4. Digital sticky notes, each with a comment from a member of the public.

## Zoom Chat Transcript

- 01:02:25 Jocelyn Peskin: [https://ufl.qualtrics.com/jfe/form/SV\\_etuYkEgjl5UxKMC](https://ufl.qualtrics.com/jfe/form/SV_etuYkEgjl5UxKMC)
- 01:03:14 Jamie Hammond: Can the survey be filled out by the same person more than once - if additional input arises as the meeting progresses?
- 01:05:26 Joy Hazell (she/her/hers): Jamie, I don't believe so. Folks are welcome to also email me at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).
- 01:09:20 Dan Hilliard: Why is Levy Co. not included in the preserve?
- 01:10:51 Savanna Barry: Hi Dan - great question! Levy's County's state waters are already included in a different aquatic preserve, the Big Bend Seagrasses Aquatic Preserve. <https://floridadep.gov/rcp/aquatic-preserve/locations/big-bend-seagrasses-aquatic-preserve>
- 01:17:54 Dan Hilliard: Visit [www.WARINCONLINE.com](http://www.WARINCONLINE.com) and see the report on the Lower Withlacoochee River Environmental Assessment. Discharge from the river system is not "good".
- 01:20:59 Carl Roth: Earl mentioned the focus on Protections vs Restoration. What type of things would drive restoration?
- 01:20:59 Madison Trowbridge: Is the 10-year update process the same as the initial development process?
- 01:21:29 keith kolasa: What is the offshore boundary for the plan recommendation such as monitoring of seagrass?
- 01:24:08 keith kolasa: For clarification can monitoring extend beyond the offshore boundary into Federal Waters?
- 01:26:43 Carl Roth: How should sea level rise be considered?

01:27:03 DeeVon Quirolo: There are concerns that LNG port facilities may be pursued in Citrus County and creating a port enterprise zone in Hernando County. Can the preserve prevent these protected waters from allowing pass through access to offshore areas from such shoreline traffic?

01:33:29 Jocelyn Peskin:from Charles Morton: Here in Hernando Co. we have a 10 year plan that provides for artificial reefs and oyster reefs which are now in the proposed area. This seems like another level of government hurdles to get anything done.

01:43:45 Dan Hilliard: I thank you all for the conversation and hope I wil be able to participate in the future in some fashion. Unfortunately, I am out of time this evening.

01:45:13 Jamie Hammond: Thank you for joining Dan!

02:22:01 Nick` Stubbs: Is there a media contact I can speak with tomorrow?

02:24:25 Nick` Stubbs: Perhaps. Person who handles media questions

02:24:53 Charles Morton: Have a regional plan for habitat improvement so we are coordinated across county boundaries.

02:25:28 Joy Hazell (she/her/hers): @ Nick Stubbs. If you email me I will get you to the right person, jhazell@ufl.edu

02:27:24 Charles Morton: Hint: Normally scalloping is done at low current times. Using a mushroom anchor minimizes sea grass destruction. It uses weight to hold the vesselin place rather than digging in.

02:28:59 Charles Morton: If you want citizen monitoring like is being done on red tide and the scallop sitter program it would be nice to have some funding available

02:33:39 Charles Morton: In thee everglades you must take a on line test on preventing prop scaring before you can legally boat there -- even kayaking

02:34:37 Jocelyn Peskin:[https://ufl.qualtrics.com/jfe/form/SV\\_etuYkEgjl5UxKMC](https://ufl.qualtrics.com/jfe/form/SV_etuYkEgjl5UxKMC)

02:38:45 Mark Sramek: Good meeting. Thank you.

02:39:57 Charles Morton: Just an observation but more mangroves generally mean more snook. Snook love mangroves

02:40:21 Kate Spratt: Thank you!

02:42:48 Marnie Ward: Thank you

02:46:14 Charles Morton: The problem is that Law Enforcement must see the violation in order for them to do anything about it.



## C.4 / Advisory Committee Meeting #1

### C.4.1 / Florida Administrative Register Posting

*Florida Administrative Register*

*Volume 47, Number 167, August 27, 2021*

Section 3.4.4.A of the Handbook requires a minimum of 45 square feet of usable, safe, and sanitary outdoor play area per child, one year of age and older, and the outside play area must be able to accommodate one-half of the licensed capacity of the program. Section 3.4.4.B and C require a licensed urban child care facility to have an additional minimum of 45 square feet of usable indoor play space to substitute for 25% of the licensed capacity for outdoor play space, which must include equipment that provides physical activity. The total number of children using the play area may not exceed the outdoor capacity. Subsection 65C-22.001(6), F.A.C., states in pertinent part that child care programs must follow the standards found in the Handbook.

On July 14, 2021, Petitioner filed a written withdrawal of the petition. As such, this petition was dismissed.

A copy of the Order or additional information may be obtained by contacting: Agency Clerk, Department of Children and Families, 2415 North Monroe St., Ste. 100, Tallahassee, FL 32303 or Agency.Clerk@myflfamilies.com.

#### Section VI

#### Notice of Meetings, Workshops and Public Hearings

##### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, September 28, 2021, 6:00 p.m. – 8:00 p.m.

PLACE: This is an online meeting. Please register at <https://floridadep.gov/ncap-meeting>

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a scoping meeting to present an overview of the Aquatic Preserve Program and seek public input prior to developing a management plan for the Nature Coast Aquatic Preserve. Members of the Nature Coast Aquatic Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments, and may also participate in the discussion.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

##### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Thursday, September 30, 2021, 1:00 p.m. – 5:00 p.m.

PLACE: This is an online meeting. Please register at <https://floridadep.gov/ncap-adv-comm/>

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee will meet to develop and prioritize issues and strategies for the Nature Coast Aquatic Preserve Management Plan.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

##### REGIONAL PLANNING COUNCILS

###### Tampa Bay Regional Planning Council

The Tampa Bay Regional Planning Council's Agency on Bay Management announces a public meeting to which all persons are invited.

DATE AND TIME: September 9, 2021, 9:00 a.m.

PLACE: This meeting will be held via a virtual communication platform. Persons wishing to participate in this meeting should dial: +1 786 635 1003. The meeting ID is: 828 9405 5418. The Passcode is: 1234. The Zoom Meeting Link is: <https://us02web.zoom.us/j/82894055418?pwd=Sk10eDVaaK16MUw3c1F2d0VrNXdhZz09>

GENERAL SUBJECT MATTER TO BE CONSIDERED: To conduct the regular business of the Tampa Bay Regional Planning Council's Agency on Bay Management.

A copy of the agenda may be obtained by contacting: Wren Krah, [Wren@tbrpc.org](mailto:Wren@tbrpc.org).

## **C.4.2 / Advisory Committee Meeting #1 Summary**

### **Nature Coast Aquatic Preserve Management Advisory Committee (MAC) Meeting**

**September 30, 2021**

**1 pm – 5 pm**

**Zoom**

### **Meeting Summary**

#### Overview

Thursday, September 30, 2021, the Nature Coast Aquatic Preserve (NCAP) Management Advisory Committee (MAC) Meeting convened on zoom. Convener, Florida Department of Environmental Protection (FDEP), lead facilitator Joy Hazell and the NCAP process team designed and facilitated the meeting (Appendix A, Agenda).

The MAC, which is made up of state government agency staff, University of Florida faculty, local business owners, and non-governmental organization employees, attended the meeting (Appendix B, Meeting Participants/Management Advisory Committee). The meeting objectives were to:

- Build community and trust among group members
- Create shared understanding of AP designation, the Stakeholder (SH) engagement process and the role of the group
- Brainstorm opportunities to include in management plan
- Begin prioritization of opportunities for the management plan

#### Welcome and Introductions

The meeting began with one hour of activities designed to set a positive, collaborative tone for the rest of the day. Activities included introductions, a meeting opener where participants shared a personal connection to the Nature Coast Aquatic Preserve, an explanation and clarification of the meeting agenda, objectives, and participant generated ground rules for the meeting (Appendix C, Group Norms). Participants were put into small groups to discuss their expectations for the MAC process of creating the NCAP management plan Chapter 4. A summary of expectations is below:

- Help the process
- Incorporating public opinions that were sent in
- What is set is set appropriately for next 10 years
- Manage expectations for practicality
- See more protection for the resources
- Learn the process of drafting an aquatic preserve management plan
- Provide research opportunities to university students
- Learn new ways the MAC can collaborate now and, in the future

#### Presentations

To create a shared understanding an aquatic preserve designation, management plan development process, existing monitoring efforts in the aquatic preserve and the role of the MAC in drafting chapter 4 of the management plan four presentations were given by members of the NCAP process team (Appendix D, NCAP Process Team).

*Nature Coast Aquatic Preserve (NCAP) & the Management Plan Development Process.* Mike Shirley and Earl Pearson, Florida Department of Environmental Protection.

*Nature Coast Aquatic Preserve Draft Management Plan.* Hannah O. Brown, University of Florida.

*Ongoing Research and Monitoring of the Nature Coast Aquatic Preserve.* Cheryl P. Clark, FDEP and Savanna Barry, University of Florida, IFAS, Extension. For copies of presentations, please contact Joy Hazell (jhazell@ufl.edu).

Once the presentations concluded the floor was open for a question-and-answer period, the results are listed below.

1. Was climate change or climate resilience addressed in the draft management plan?
  - a. Hannah responded affirmatively that it was discussed by multiple people that she spoke with, and that it's included in ecosystem science section that addresses multiple types of climate change impacts.
2. Current sampling of seagrass beds near shore is great, especially reactivating Project COAST but there does seem to be a data gap in the representation of seagrasses further from shore.
  - a. Noted for future inclusion in management plan.
3. Great that these 90 sampling stations were reinstated, what is the expectation for this water sampling to be maintained in the next 10 years.
  - a. Mike advised that recurring funds are being requested to continue the work. There is a legislative budget request being proposed. There is also a request to NOAA to consider the designation of a National Estuarine Research Reserve for the region which helps with getting national funding.
4. How do we communicate the amazing science that Project COAST is doing, particularly when issues of coastal development that may impact and change nutrient level in watersheds arise?
  - a. Savannah indicated that the seagrass research is available, published in open access journals. A communications plan and identifying the right people to communicate to is key. Noted for future collaboration between Project COAST, PEW Charitable Trust and others.
5. Can you give us some ideas of the background concentrations of phosphorus? Are they normally higher in certain regions than others, what is the cause of that?
  - a. Savannah noted the patterns we observe in phosphorus concentrations are mostly attributed to natural patterns in the soils and how much the watersheds interact with the Hawthorn Group deposit of sediments.
6. Florida just passed legislation which enables the EPA to declare all aquatic preserves no discharge zones and I wondered if that applied to NCAP and whether you've applied to the EPA or if you have to apply?
  - a. Mike indicated that this it would apply to all aquatic preserves in Florida, and that the process is underway.
7. Is there any knowledge about how hurricanes or other tropical systems affected the submerged aquatic vegetation (SAV) and other benthic habitats?
  - a. Savannah advised the most notable event in the period of record was the 1998 El Nino, which led to significant rainfall linked to notable decline in light penetration increase in nutrient concentrations. The system was able to recover to normal conditions within about six to eight months. So, there is certainly some level of resilience within the system and while it wasn't a hurricane, it was the biggest hit that the system took in the Project COAST period of record.



### Public Meeting Recap and Debrief

The facilitator reminded everyone that the drafting of Chapter 4 of the management plan began in earnest on Tuesday at the NCAP Public Meeting. 89 participants attended the public meeting including a large portion of the MAC. MAC members provided a few thoughts on the public meeting:

“We have incredibly diverse public who are supportive of the nature coast. Even the folks who are maybe a little concerned about how the NCAP might affect something they're especially interested in taking the approach of being respectful of the resources. Given the input we received at the public meeting, we have a lot of very dedicated and experienced users have this resource.”

The facilitator sent an email of the 83 comments given at the public meeting. The public comments will be analyzed and used for development of Chapter 4 of the NCAP management plan.

For a full report of the public meeting please contact Joy Hazell (jhazell@ufl.edu).

### Chapter 4 Issue Generation and Grouping

The next activity of the day had MAC members put into small groups to brainstorm a list of locally relevant issues that they would like to see included in the management plan.

The facilitator provided a definition of issues and outline to explain the issues fit into Chapter 4 of the management plan:

**Definition** – issues that impact the management of the Nature Coast Aquatic Preserve (NCAP) directly; or are of significance to local or regional efforts that would greatly benefit from the aquatic preserve's participation in them. *“The hallmark of Florida's Aquatic Preserve Program is that each site's natural resource management efforts are in direct response to, and designed for unique local and regional issues.”*  
Add citation

### **Chapter 4 Outline:**

1. **Ecosystem Science Program**
  1. Background
  2. Current Status
  3. Issues
2. **The Resource Management Program**
  1. Background
  2. Current Status
  3. Issues
3. **The Education and Outreach Program**
  1. Background
  2. Current Status
  3. Issues
4. **The Public Use Management Program**
  1. Background
  2. Current Status
  3. Issues

MAC members were split into 4 small groups and the facilitator gave the following directions, with a reminder of the purpose of brainstorming; all ideas are on the table.

1. Brainstorm a list of issues to include in Chapter 4 of the NCAP management plan
2. Put each issue under a management program
  1. One issue can be in more than one management program



3. Under each issue answer two questions
  1. What do we know about this issue?
  2. Who is working on this issue?

The results of the small group activity are copied verbatim from the worksheet provided. Only one group moved far enough along to answer, “what do we know about this issue?”.

Group 1.

| PROGRAM                     | ISSUES   |
|-----------------------------|--|
| ECOSYSTEM SCIENCE           | Data gaps - Hardbottom/sponge  |
| ECOSYSTEM SCIENCE           | Data gaps - Offshore seagrass  |
| ECOSYSTEM SCIENCE           | Data gap - harvest rates/effort in scallop fishery (carrying capacity of the scallop fishery)                            |
|                             | Data gaps - imperiled species use (sea turtles)  |
|                             | Long-term monitoring   |
|                             | Tropicalization/range expanding species (mangrove encroachment)  |
| RESOURCE MANAGEMENT         | SAV/Seagrass - monitor and preserve  |
| RESOURCE MANAGEMENT         | Assess/define restoration needs  |
| RESOURCE MANAGEMENT         | Managing spoil islands (preventing erosion, removing invasives) - value for birds  |
|                             | Invasive species (e.g., Brazilian pepper removal through partnerships/contracts - Preserving hydric hammock, threatened) |
|                             | Marine debris  |
|                             | Anthropogenic and natural impacts to hardbottom  |
|                             | Fisheries - management, special rules, special areas   |
| EDUCATION AND OUTREACH MGMT | Propeller scarring   |
| EDUCATION AND OUTREACH MGMT | Volunteerism/Citizen Science - focused on data gaps identified   |
| EDUCATION AND OUTREACH MGMT | Friends of... group  |
|                             | Marine Science Station, and similar (partnerships)   |
| PUBLIC USE MANAGEMENT       | Propeller scarring   |
| PUBLIC USE MANAGEMENT       | Manatee protection zones - more appropriate location   |
| PUBLIC USE MANAGEMENT       | Public access  |
|                             | Fisheries - management, special rules, special areas   |
|                             | Signage  |

Group 2.

| PROGRAM | ISSUES |
|---------|--------|
|---------|--------|

|                                      |  |
|--------------------------------------|--|
| <b>ECOSYSTEM SCIENCE</b>             | Spring Fed Freshwater Flows  |
| <b>ECOSYSTEM SCIENCE</b>             | Aquaculture Zoning finfish, macroalgae, shellfish  |
| <b>ECOSYSTEM SCIENCE</b>             | Prop Scarring  |
|                                      | Tropicalization/SLR/SST - CC Indicators - Mangroves Fisheries, Saltmarsh Migration, Corals |
|                                      | Submarine Groundwater Discharge (high biodiversity FW seeps)                               |
|                                      | Sponge Habitat Hard Bottom Research  |
|                                      | Stormwater sheet flow runoff   |
|                                      | Scallop populations, habitat & water quality   |
|                                      | Habitat Fishery shifts   |
| <b>RESOURCE MANAGEMENT</b>           | Spring Fed Freshwater Flows  |
| <b>RESOURCE MANAGEMENT</b>           | Aquaculture Zoning finfish, macroalgae, shellfish  |
| <b>RESOURCE MANAGEMENT</b>           | Prop Scarring  |
|                                      | Water Quality Monitoring   |
|                                      | Seagrass Management & Protection   |
|                                      | Improved Habitat Mapping for restoration and management needs                              |
|                                      | Stormwater sheet flow runoff   |
| <b>EDUCATION &amp; OUTREACH MGMT</b> | Spring Fed Freshwater Flows  |
| <b>EDUCATION &amp; OUTREACH MGMT</b> | Law enforcement engagement   |
| <b>EDUCATION &amp; OUTREACH MGMT</b> | Prop Scarring  |
| <b>PUBLIC USE MANAGEMENT</b>         | Scallop populations, habitat & water quality   |
| <b>PUBLIC USE MANAGEMENT</b>         | Law enforcement engagement   |
| <b>PUBLIC USE MANAGEMENT</b>         | Aquaculture Zoning finfish, macroalgae, shellfish  |
|                                      | Prop Scarring  |

Group 3.

| <b>1. BRAINSTORM ISSUES</b> |  | <b>PROGRAM</b>      |
|-----------------------------|--|---------------------|
| <b>ES, EO, RM</b>           | Water quality/quantity                       | Ecosystem Science   |
| <b>RM, EO</b>               | Invasive species                             | Ecosystem Science   |
| <b>RM, EO</b>               | Imperiled species                            | Ecosystem Science   |
| <b>ES, EO, RM, PU</b>       | Quality/quantity seagrass habitat            |                     |
| <b>EO</b>                   | Discard of recreational and commercial catch |                     |
| <b>ES, EO, RM, PU</b>       | Harmful algal bloom                          |                     |
| <b>EO, RM, PU</b>           | Prop scar restoration                        | Resource Management |

|                       |  |                             |
|-----------------------|--|-----------------------------|
| <b>ES, RM, EO, PU</b> | Scallop data collection  | Resource Management         |
| <b>ES, RM</b>         | Evaluation restoration options/program   | Resource Management         |
| <b>RM, PU</b>         | Disturbance of fish & wildlife   |                             |
| <b>RM, PU</b>         | Overharvesting/ evaluation of fisheries  |                             |
| <b>ES, RM, EO, PU</b> | Impact of climate change & sea level rise  |                             |
| <b>EO</b>             | Science vs myth  | Education and Outreach Mgmt |
| <b>EO</b>             | Resistance to change   | Education and Outreach Mgmt |
| <b>RM, EO, PU</b>     | Effects of user-group actions (prop scar)  | Education and Outreach Mgmt |
| <b>EO, PU, ES</b>     | Education of local decision makers   |                             |
| <b>ES, EO, RM, PU</b> | Changes spring flow  |                             |
| <b>RM, EO, PU</b>     | Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear) |                             |
| <b>RM, PU, EO</b>     | Marking of sensitive habitat, nav dangers  | Public Use Management       |

Group 4.

| <b>PROGRAM</b>             | <b>2. ISSUES</b>                                     | <b>3. WHAT DO WE KNOW ABOUT THIS ISSUE?</b>          |
|----------------------------|--|--|
| <b>ECOSYSTEM SCIENCE</b>   | Monitoring of Water quality                          | Monthly samples being collected                      |
| <b>ECOSYSTEM SCIENCE</b>   | Monitoring habitats (seagrass, salt marsh)           | Seagrass monitoring yearly, no salt marsh monitoring |
| <b>ECOSYSTEM SCIENCE</b>   | Poor Run-off quality (violations?)                   | Run-off issues in Crystal                            |
| <b>ECOSYSTEM SCIENCE</b>   | Lack of info on hardbottom communities               | Know sponges present but don't know how many         |
|                            | Tropicalization                                      | Species typically present further south moving north |
|                            | (No place for citizen science data to be recorded?)  |  |
| <b>RESOURCE MANAGEMENT</b> | Protection of Resource                               |  |
| <b>RESOURCE MANAGEMENT</b> | Seagrass restoration                                 |  |
| <b>RESOURCE MANAGEMENT</b> | Loss of salt marsh                                   |  |
|                            | Control or mitigate run-off                          |  |
|                            | Improve water treatment (stormwater, sewage, septic) |  |

|                                    |                                 |
|------------------------------------|---------------------------------|
| <b>EDUCATION AND OUTREACH MGMT</b> | Education on scarring           |
| <b>EDUCATION AND OUTREACH MGMT</b> | Boater education                |
| <b>EDUCATION AND OUTREACH MGMT</b> | Improve public engagement       |
|                                    | Target partnership development  |
| <b>PUBLIC USE MANAGEMENT</b>       | Usage of area (who, what)       |
| <b>PUBLIC USE MANAGEMENT</b>       | Identifying potential conflicts |

Each group reported their activity results for the entire MAC. The facilitator asked the group for their impressions of the activity results across groups. Responses included:

#### **Commonalities Across Groups**

- Prop scarring
- Scallops
- Water quality spring run offs
- Law enforcement
- Marine debris

#### **Unique ideas**

- Invasive or nonnative species
- Public engagement and awareness of the preserve
- Imperiled species beyond those legally classified imperiled or higher
- Nowhere was human population growth specifically mentioned (detailed in the current draft of the management plan)
- Need to understand where tourism is headed

#### Florida Sunshine Law

The Management Advisory Committee falls under the Florida Sunshine Law. To ensure everyone understood and followed the facilitator presented 3 slides. The text from the slides is copied verbatim below.

#### **The Scope of the Sunshine Law**

- It provides a right of access to governmental proceedings at both the state and local levels.
- The law is equally applicable to elected and appointed boards.
- It has been applied to any gathering of two or more board members to discuss some matter which will foreseeably come before that board.
- It can apply to advisory boards, even though their recommendations may not be binding upon the agencies that create them.

#### **Three Basic Requirements**

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, promptly recorded, and open to public inspection.

#### **Additional Information**



- Board members may not use electronic or other means of communication to conduct a private discussion about board business.
- While a board member is not prohibited from discussing board business with staff or a non-board member. These individuals cannot be used as a liaison to communicate information between board members.
- The Sunshine Law provides that no resolution, rule, regulation, or formal action shall be considered binding if they are not made in an open meeting.
- If you receive a communication regarding your work, specifically soliciting an idea or process, reach out to your staff for guidance.
- Penalties can be levied for violations, including misdemeanors and fines.

#### Next Steps and Closing

The facilitator asked the MAC if there was anyone else who should be a member of the advisory committee. Ideas included:

- United States Geological Service (USGS)
- Florida Public Archeology Network (FPAN)
- Florida Natural Area Inventories (FNAI) – FNAI is a member of the Acquisitions and Restoration Council and will be part of the management plan approval process

MAC members also inquired about potential speakers in the future. The facilitator proposed hosting short webinars in between meetings that the committee can watch live or recorded. The webinar format will ensure that there is enough time within the committee meetings for discussion and action. The first proposed webinar is on cultural resources.

Finally the facilitator provided the MAC with next steps including a meeting report and synthesis by 10/14, a future meeting schedule (Appendix E) and a website where all materials will be posted, <https://floridadep.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>.

This closed the meeting.

## Participant List

| FIRST NAME | LAST NAME   | ROLE                  | ORGANIZATION  |
|------------|-------------|-----------------------|---|
| THOMAS     | Ankersen    | Committee member      | University of Florida                                   |
| SAVANNA    | Barry       | Subject matter expert | University of Florida/IFAS/Extension                    |
| STEVE      | Brinkley    | Committee member      | Florida Fish and Wildlife Conservation Commission       |
| HANNAH     | Brown       | Plan author           | University of Florida/NOAA                              |
| MELISSA    | Charbonneau | Committee member      | Pasco County  |
| CHERYL     | Clark       | Subject matter expert | Department of Environmental Protection                  |
| MORGAN     | Edwards     | Subject matter expert | University of Florida                                   |
| MIKE       | Engiles     | Committee member      | Crystal River Watersports                               |
| JUSTIN     | Grubich     | Committee member      | Pew Charitable Trusts                                   |
| JAMIE      | Hammond     | Subject matter expert | University of Florida                                   |
| TIMOTHY    | Jones       | Subject matter expert | Department of Environmental Protection                  |
| FRANK      | Kapocsi     | Committee member      | Homosassa River Alliance                                |
| KEITH      | Kolasa      | Committee member      | Hernando County   |
| MICHAEL    | Kuhman      | Committee member      | Florida Department of Agriculture and Consumer Services |
| ENRIQUE    | LATIMER     | Committee member      | Duke Energy   |
| SCOTT      | Matthewman  | Committee member      | Florida Department of Environmental Protection          |
| MARIA      | Merrill     | Committee member      | Florida Fish and Wildlife Conservation Commission       |
| CHARLES    | Morton      | Committee member      | Hernando Waterways Advisory Committee                   |
| LARRY      | Nall        | Committee member      | Aquatic Preserve Society                                |
| JOYCE      | Palmer      | Committee member      | U.S. Fish and Wildlife Service                          |
| EARL       | Pearson     | Committee member      | Florida Department of Environmental Protection          |
| KRISTIE    | Perez       | Co-Facilitator        | University of Florida                                   |
| JOCELYN    | Peskin      | Zoom producer         | University of Florida                                   |

|                 |            |                       |  |
|-----------------|------------|-----------------------|--|
| <b>JAMES</b>    | Powell     | Committee member      | Clearwater Aquarium                            |
| <b>BARBARA</b>  | Roberts    | Committee member      | Florida Department of Environmental Protection |
| <b>BRITTANY</b> | Scharf     | Committee member      | University of Florida/IFAS/Extension           |
| <b>MICHAEL</b>  | Shirley    | Subject matter expert | Florida Department of Environmental Protection |
| <b>MADISON</b>  | Trowbridge | Committee member      | Southwest Florida Water Management District    |
| <b>MARNIE</b>   | Ward       | Committee member      | University of Florida/IFAS/Extension           |

#### NCAP Process Team

| Name            | Agency                                    | Role                  | Email  |
|-----------------|---|-----------------------|--|
| Michael Shirley | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Michael.Shirley@dep.state.fl.us">Michael.Shirley@dep.state.fl.us</a> |
| Earl Pearson    | Florida Dept. of Environmental Protection | MAC Committee Member  | <a href="mailto:Earl.Pearson@dep.state.fl.us">Earl.Pearson@dep.state.fl.us</a>       |
| Cheryl Clark    | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Cheryl.P.Clark@floridaDEP.gov">Cheryl.P.Clark@floridaDEP.gov</a>     |
| Joy Hazell      | UF/IFAS/Extension                         | Lead Facilitator      | <a href="mailto:jhazell@ufl.edu">jhazell@ufl.edu</a>                                 |
| Savanna Barry   | UF/IFAS/Extension                         | Subject Matter Expert | <a href="mailto:savanna.barry@ufl.edu">savanna.barry@ufl.edu</a>                     |
| Laura Reynolds  | UF/IFAS/Soil and Water Sciences           | Subject Matter Expert | <a href="mailto:lkreynolds@ufl.edu">lkreynolds@ufl.edu</a>                           |
| Jamie Hammond   | UF/IFAS/Extension                         | Plan Editor           | <a href="mailto:jmelyn1987@ufl.edu">jmelyn1987@ufl.edu</a>                           |
| Kristie Perez   | UF/IFAS/SNRE                              | Co-facilitator        | <a href="mailto:kristieperez@ufl.edu">kristieperez@ufl.edu</a>                       |

## C.5 / Advisory Committee Meeting #2

### C.5.1 / Florida Administrative Register Posting

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Terrence Samuel, 2900 Apalachee Parkway, Room D315, Tallahassee, FL 32399, (850)617-2100. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

The DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES announces a public meeting to which all persons are invited.

DATE AND TIME: November 9, 2021, 2:30 p.m. – 4:00 p.m. ET

PLACE: THIS MEETING WILL BE HELD VIA MICROSOFT TEAMS. PLEASE SEE DIAL-IN INFO BELOW.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Motorist Modernization Advisory Board is meeting to discuss and provide guidance & recommendations on Phase 2 of the Motorist Modernization Program.

#### AGENDA

- Roll Call
- Welcome
- New Advisory Board Membership Update
- Review and Approval of Last Meeting Minutes
- Phase II IV&V Update
- Stakeholder Outreach Update
- MM Phase II Program Update
- Financial Review
- Project Updates
- Communications Update
- Q&A
- Adjourn

#### Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_MmFIYmMwYjgtZjRkYS00ZWRLTlkOTUyYTI3MGNIzDE1ODBm%40thread.v2/0?context=%7b%22Tid%22%3a%2225c7bf74-6ed1-4f3c-af88-d6c3933606ca%22%2c%22Oid%22%3a%22f12acde9-abbd-45e0-93b8-12e80c44c029%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmFIYmMwYjgtZjRkYS00ZWRLTlkOTUyYTI3MGNIzDE1ODBm%40thread.v2/0?context=%7b%22Tid%22%3a%2225c7bf74-6ed1-4f3c-af88-d6c3933606ca%22%2c%22Oid%22%3a%22f12acde9-abbd-45e0-93b8-12e80c44c029%22%7d)

Or call in (audio only) (850)583-5466, 362353834# United States, Tallahassee, Phone Conference ID: 362 353 834#

A copy of the agenda may be obtained by contacting: The agenda is included above.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Terrence Samuel, 2900 Apalachee Parkway, Room D315, Tallahassee, FL 32399, (850)617-2100. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and University of Florida announces a workshop to which all persons are invited.

DATE AND TIME: Tuesday, November 30, 2021, 1:00 p.m. – 5:00 p.m.

PLACE: This is an online meeting. Please join at <https://floridadep.gov/ncap-acm2/>.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee will hold their second meeting to develop and prioritize issues and strategies for the Nature Coast Aquatic Preserve Management Plan.

Meeting Objectives: Determine the list of issues to be included in the management plan. Begin developing Goals and Objectives for Issues 1 & 2.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### REGIONAL PLANNING COUNCILS

##### West Florida Regional Planning Council

The Emerald Coast Local Emergency Planning Committee (LEPC) announces a public meeting to which all persons are invited.

DATE AND TIMES: Wednesday, November 3, 2021: Subcommittee meetings, 9:00 a.m. CT; LEPC Quarterly meeting, 10:00 a.m.

PLACE: Virtually

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Emerald Coast Local Emergency Planning Committee (LEPC) will hold its Quarterly meeting virtually on Wednesday, November 3, 2021.

The meetings will be held via webinar.



## **C.5.2 / Advisory Committee Meeting #2 Summary**

Nature Coast Aquatic Preserve Management Advisory Committee (MAC) Meeting

November 30, 2021

1 pm – 5 pm

Zoom

### **Meeting Summary**

#### **Overview**

Tuesday, November 30, 2021, the Nature Coast Aquatic Preserve (NCAP) Management Advisory Committee (MAC) convened for the second time on zoom. Convener, Florida Department of Environmental Protection (FDEP), lead facilitator Joy Hazell and the NCAP process team designed and facilitated the meeting (Appendix A, Agenda).

The MAC members include state and federal government agency staff, University of Florida faculty, local business owners, and non-governmental organization employees, who attended the meeting (Appendix B, Meeting Participants/Management Advisory Committee). The meeting objectives were to:

- Build community and trust among group members
- Take ideas from previous events and sort into goals, issues, strategies, and objectives
- Finalize Issues for the NCAP management plan

#### **Welcome, Introductions, and Setting the Stage**

The meeting began with thirty minutes of activities designed to set a positive, collaborative tone for the rest of the day. Activities included introductions given it had been two months since we met and new members were in attendance. Participants shared their favorite outdoor activity during the meeting opener which was followed by a review of the project goals and timeline, as well as the meeting objectives, agenda, and group norms as established by participants in the last meeting (Appendix C, Group Norms).

#### **Looking Back / Looking Forward**

Participants were then put into groups of three and given five minutes to discuss together what was accomplished in the previous MAC meeting. Joy brought the group back together and asked a few groups to share. The group also reviewed the word clouds from both the Public Meeting and MAC Meeting #1. Of note, the size of the words in these 'clouds' reflects the frequency that it was mentioned by the group. For more detail around this activity or others during the meeting, please email Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Joy noted concern from the previous meetings that there was not sufficient time to complete small group activities. She emphasized that the NCAP process team had allotted additional time for today's break-out room sessions (Appendix D, NCAP Process Team). Joy then outlined the first group activity task, providing definitions for the categories (goals, issues, strategies, and objectives) that small groups would be expected to sort the items on existing lists into, more specifically from past meetings those lists created in past meetings.

#### **Small Group Activities – Sorting Data**

For the next activity of the day MAC members were provided definitions of the terms: issue, goal, strategy, and objective (Appendix E, Definitions of Terms). Jamie also walked the group through an example of the small group activity that would follow, using content from the Public Meeting.

MAC members were split into 4 small groups and the facilitator gave the following directions, with a reminder of the purpose of initiating the process, over finalizing it; all ideas are still on the table.

4. Using the list assigned to your group, generated from the last meeting's small group activity, categorize each item into one or more of the four categories Put each issue under a management program
  - a. One item can be in more than one category
5. For each item, answer the question "What do you want to see accomplished?"

Between the two activity segments, the MAC returned to the main Zoom room to regroup and review interim progress. Each group reported their activity results for the entire MAC. The facilitator asked the group for their impressions of the activity as well as trends across groups after sharing the combines list of issues. Responses included: Water Quality, Natural Resource Protection, Climate Change/Tropicalization, Public Use/User Issues, and Education & Outreach.

The following were proposed as the issues that we move forward in the exploring for the NCAP Management Plan Chapter 4. The group was asked to align their items under these as they continued working.

- Water Quality/Quantity
- Natural Resources Protection
- Seagrass Protection
- Climate Change
- Public Use/User Issues
- Education

**The results of the small group activity are copied verbatim below from the worksheet provided.**

Group 1.

| <b>Item</b>   | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do you want to see accomplished?</b> |
|---|--------------|-------------|------------------|-----------------|--|
| <i>Water Quality/Quantity</i>   |              |             |                  |                 |  |
| <i>Marine debris</i>  |              | X           | X                | X               |  |
| <i>Assess/define restoration needs</i>  |              | X           |                  | X               |  |
| <i>Long-term monitoring</i>   |              |             | X                | X               |  |
| <i>Marine debris</i>  |              | X           | X                | X               |  |
| <i>Natural Resource Protection</i>  |              |             |                  |                 |  |
| <i>Assess/define restoration needs</i>  |              | X           |                  | X               |  |
| <i>Long-term monitoring</i>   |              |             | X                | X               |  |
| <i>Data gaps - imperiled species use (sea turtles)</i>  |              | X           |                  |                 |  |
| <i>Data gap - harvest rates/effort in scallop fishery (carrying capacity of the scallop fishery)</i>                            |              | X           |                  |                 |  |
| <i>Managing spoil islands (preventing erosion, removing invasives) - value for birds</i>  |              |             | X                |                 |  |
| <b>Item (Group 1 continued)</b>   | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do you want to see accomplished?</b> |
| <i>Invasive species (e.g., Brazilian pepper removal through partnerships/contracts - Preserving hydric hammock, threatened)</i> | *            |             |                  | X               |  |

|  |       |      |           |          |  |
|--|-------|------|-----------|----------|--|
| Marine debris  |       | X    | X         | X        |  |
| Anthropogenic and natural impacts to hardbottom (and in general) |       |      |           |          |  |
| Fisheries - management, special rules, special areas             | *     |      |           |          | Habitat management considerations - more research?                                 |
| Volunteerism/Citizen Science - focused on data gaps identified   |       |      |           | X        |  |
| Manatee protection zones - more appropriate location             |       | X    |           | X        | study trends in manatee injuries, food supply, etc. to predict                     |
| Seagrass Protection  |       |      |           |          | educate the public & commercial entities - why it's important & what disturbs it   |
| Marine debris  |       | X    | X         | X        |  |
| SAV/Seagrass - monitor and preserve                              | *     | X    |           | X        |  |
| Data gaps - Offshore seagrass                                    |       | X    |           |          |  |
| Assess/define restoration needs                                  |       | X    |           | X        |  |
| Long-term monitoring   |       |      | X         | X        |  |
| Propeller scarring   |       | X    |           |          |  |
| Climate Change   |       |      |           |          | GARI is doing studies - include them as a partner                                  |
| Tropicalization/range expanding species (mangrove encroachment)  | *     |      |           |          | education for homeowners about species, know what to expect & be prepared to adapt |
| Long-term monitoring   |       |      | X         | X        |  |
| Public Use/User Issues   |       |      |           |          |  |
| Marine debris  |       | X    | X         | X        |  |
| Public access  |       | X    |           |          |  |
| Fisheries - management, special rules, special areas             | *     |      |           |          |  |
| Propeller scarring   |       | X    |           |          |  |
| Manatee protection zones - more appropriate location             |       | X    |           | X        |  |
| Signage  |       |      |           | X        |  |
| Item (Group 1 continued)   | Issue | Goal | Objective | Strategy | What do you want to see accomplished?  |
| Education  |       |      |           |          |  |
| Anthropogenic and natural impacts to hardbottom (and in general) | *     |      |           |          |  |
| Marine debris  |       | X    | X         | X        |  |
| Propeller scarring   |       | X    |           |          |  |

|  |  |  |  |   |  |   |  |
|--|--|--|--|---|--|---|--|
| Volunteerism/Citizen Science - focused on data gaps identified |  |  |  |   |  | X |  |
| Friends of... group  |  |  |  |   |  | X |  |
| Marine Science Station, and similar (partnerships)             |  |  |  |   |  | X |  |
| Manatee protection zones - more appropriate location           |  |  |  | X |  | X |  |
| Signage  |  |  |  |   |  | X |  |

Group 2.

| Item   | Issue | Goal | Objective | Strategy | Notes from Breakout  | What do you want to see accomplished? | Who has authority ? |
|--|-------|------|-----------|----------|--|---------------------------------------|---------------------|
| <b>Tropicalization/SLR/SS T - CC Indicators - Mangroves Fisheries, Saltmarsh Migration, Corals</b> | X     |      | x         | x        | can help make room inland with public lands for landward movement, can do research on actions (example Rx burns in marshes), living shorelines, restoring oyster reefs   |                                       |                     |
| Habitat Fishery shifts   |       | X    | X         | X        | snook range expansion, lionfish colonization - tropicalization effects. some could be beneficial for at least some groups (e.g., snook benefits anglers who like to fish for them), FWC has a role here on the fishery side  |                                       |                     |
| <b>Water Quality/Quantity</b>  | X     |      |           |          |  |                                       |                     |
| Item (Group 2 continued)   | Issue | Goal | Objective | Strategy | Notes from Breakout  | What do you want to see accomplished? | Who has authority ? |
| Stormwater sheet flow runoff   |       | X    | X         | X        | related to water quality - development, old/aging/insufficient stormwater management - silted in canals/silting into waterways, need filtration/capture. Roads, rooftops, pavement - all contributing. Grasses and other green solutions filter the edges, riprap rather than concrete seawalls, baffle boxes maintained by local govt |                                       |                     |



|   |   |   |   |  |  |                                    |
|---|---|---|---|--|--|------------------------------------|
|   |   |   |   | (settles out large particles).<br>Need to research strategies to<br>cleanse runoff. Coir<br>logs/coconut fiber materials<br>that tend to absorb oil,<br>pollutants, changed<br>periodically. Netting to capture<br>debris, different strategies<br>evolving. Street sweeping can<br>prevent oils and other fluids<br>and street pollution from<br>entering water.  |  |                                    |
| <i>maintain or improve WQ</i>   | X |   |   |  |  |                                    |
| <i>Spring Fed Freshwater<br/>Flows</i>                                      | X | X |   | maintain/restore/renew spring<br>flows, working with partners<br>(SWFWMD) - just notes here for<br>now   |  |                                    |
| <i>Water Quality Monitoring</i>   |   |   | X | In Pasco, some beaches have<br>terrible WQ issues related to<br>septic tanks. Beaches that<br>came off of impaired waters list<br>were being tracked but the<br>ones that were getting worse<br>not being tracked. Identifying<br>spots that are continually<br>impaired, identify sources.<br>Fertilizer and pesticide<br>ordinances can tie in, grass<br>clippings and nutrient sources -<br>more education needed.<br>Enforcement of ordinances -<br>what is the status of that?<br>Some ordinances might need<br>to be strengthened. |  |                                    |
| <b>Item (Group 2<br/>continued)</b>   |   |   |   | <b>Notes from Breakout</b>   | <b>What<br/>do you<br/>want to<br/>see<br/>accomp<br/>li-shed?</b> | <b>Who has<br/>authority<br/>?</b> |
|   |   |   |   |  |  |                                    |
| <i>Submarine Groundwater<br/>Discharge (high<br/>biodiversity FW seeps)</i> |   | X |   | could be related to both water<br>quality and habitat/biodiversity<br>protection, research and<br>resource management both<br>could have an objective,<br>depends how it is affecting the<br>environment   |  |                                    |
| <i>Aquaculture Zoning<br/>finfish, macroalgae,<br/>shellfish</i>            |   |   | X | FDACS regulates this, finfish<br>would probably not be viable,<br>shellfish might be. Outcome<br>could be to examine water<br>quality impacts associated with<br>any aquaculture activities  |  | FDACS                              |
| <b>Seagrass Management<br/>&amp; Protection</b>                             | X |   |   |  |  |                                    |

|   |              |             |                  |                 |   |  |                           |
|---|--------------|-------------|------------------|-----------------|---|--|---------------------------|
| Prop Scarring   | X            | X           |                  |                 | reduce scarring is the objective, addressing Rock Island Channel scarring, Sandy Hook, Bird Racks (hotspots), FWC help support enforcement, education   |  |                           |
| Improved Habitat Mapping for restoration and management needs |              |             |                  | X               |   |  |                           |
| Education and Engagement and Enforcement                      | X            |             |                  |                 |   |  |                           |
| <b>Item (Group 2 continued)</b>                               | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>Notes from Breakout</b>  | <b>What do you want to see accomplished?</b> | <b>Who has authority?</b> |
| Law enforcement engagement                                    |              |             | X                | X               | FWC has limited resources but will enforce laws that exist, there is a law against seagrass destruction within a aquatic preserve but very rare to be able to enforce, worst of prop scarring happens around scallop season - could partner for targeted enforcement to write a few tickets, education also. Objective could be to get resources needed to enforce laws - example, they didn't have speed guns to measure speed of boats within speed zones (equipment needed). Another example, did not have ability to tell distance of boats from dive flags until equipped with range finders. Need increased presence at key times of the year, word will get out about it. It is not just FWC - the Counties also have officers that can be trained and mobilized, they have a big influence. BOCC needs to be behind any requests for increased capacity in local LE. For boating inside the Everglades you must get an online certification that shows you took a course on how to prevent seagrass damage - requirement, was a burden but was free and educational and something enforceable. Course |  |                           |

|  |              |             |                  |                 |  |  |                           |
|--|--------------|-------------|------------------|-----------------|--|--|---------------------------|
| <b>Item (Group 2 continued)</b>                                      |              |             |                  |                 | would need to be quality. Could be integrated with the scallop stamp. Would probably have to be at the county level.   |  |                           |
|  | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>Notes from Breakout</b>   | <b>What do you want to see accomplished?</b> | <b>Who has authority?</b> |
| <i>Public Use/Impacts</i>  | X            |             |                  |                 |  |  |                           |
| <i>Manage increased use and damage related to population growth</i>  |              |             |                  | X               | might need to be some kind of limitations somewhere down the line  |  |                           |
| <i>Boat ramps and access</i>   |              |             |                  |                 | need more research, needs can vary by location. Large influence of vacation rentals - state issue unless existing ordinance grandfathered in   |  |                           |
| <i>Scallop populations, habitat &amp; water quality</i>              |              | X           | X                |                 | protecting scallop population, could limit licenses or other limits, alternating seasons, etc. shorter seasons   |  | FWC - for seasons, limits |
| <b>Natural Resource Protection</b>                                   | X            |             |                  |                 |  |  |                           |
| <i>Submarine Groundwater Discharge ( high biodiversity FW seeps)</i> |              |             | X                |                 | could be related to both water quality and habitat/biodiversity protection, research and resource management both could have an objective, depends how it is affecting the environment |  |                           |
| <i>Sponge/Hardbottom Habitat Research</i>                            |              |             | X                |                 | need for baseline data, habitat/natural resource, contributes to clear water, structure for fishing. Catalogue biodiversity - sponges, corals, algae, macroinverts.                    |  |                           |
| <i>Emphasize upland connections</i>                                  |              | X           |                  |                 |  |  |                           |
| <i>Improved Habitat Mapping for restoration and management needs</i> |              |             |                  | X               |  |  |                           |

Group 3.

| <b>Item</b>                   | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do we want to accomplish with this issue?</b>   | <b>COMMENTS</b> |
|-------------------------------|--------------|-------------|------------------|-----------------|---|-----------------|
| <b>Water quality/quantity</b> | x            |             |                  |                 | Quality: Ensure the AP meets or exceeds the designated use as class 2 or 3 as an OFW; Quantity (add with row 18): Ensure water entering the AP meets or exceeds Minimum Flows and |                 |

|  |              |             |                  |                 |   |  |
|--|--------------|-------------|------------------|-----------------|---|--|
|  |              |             |                  |                 | Levels and does not contribute to water quality and habitat degradation                 |  |
| <b>Invasive species</b>                              | x            |             |                  |                 | Identify / Control / Irradicate   | Invasive species may need to be a GOAL under a different species   |
| <b>Imperiled species</b>                             | x            |             |                  |                 | Increase population / ensure habitat that is needed is preserved; Monitoring; Education |  |
| <b>Quality/quantity seagrass habitat</b>             | x            |             |                  |                 | Maintain and restore where necessary high quality seagrass habitat; Accurate Mapping;   |  |
| <i>Discard of recreational and commercial catch</i>  |              |             | x                | x               |   | Could be own issue?  |
| <b>Harmful algal bloom</b>                           | x?           | x           | x                | x               |   | Issue: Water Quality   |
| <i>Prop scar restoration</i>                         |              | x           |                  | x               | Restore   | Issue: Seagrass  |
| <i>Scallop data collection</i>                       |              |             |                  | x               |   |  |
| <i>Evaluation restoration options/program</i>        |              |             |                  | x               |   |  |
| <i>Disturbance of fish &amp; wildlife</i>            |              | x           |                  |                 | Minimize  | Issue: Resource Management (Fisheries)   |
| <i>Overharvesting/ evaluation of fisheries</i>       |              |             |                  |                 |   | Issue: Resource Management (Fisheries); May fall under partnerships (Fisheries management is FWC focus)              |
| <b>Item (Group 3 continued)</b>                      | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do we want to accomplish with this issue?</b>                                   | <b>COMMENTS</b>  |
| <b>Impact of climate change &amp; sea level rise</b> | x            |             |                  |                 | Resilience to the impacts of Climate change and sea level (tropicalization)             | CC and SLR are not unique to the AP - should fall under a larger issue like WQ or Habitat Quality; Second comment th |



|   |              |             |                  |   |  |
|---|--------------|-------------|------------------|---|--|
|   |              |             |                  |   | it can be it's own issue   |
| <b>Science vs-myth-Resistance to-change</b>   |              |             |                  |   |  |
| <b>Effects of user-group actions (prop scar)</b>  | x            |             |                  | Managing the use of the AP resources by ALL user groups (public/private/commercial); minimize user group conflicts; Determine user group impacts via monitoring; educate user groups                  |  |
| <b>Education of local decision makers</b>   |              | x           | x                | Collaboration / Early and Often Outreach  | Issue: Education and Outreach  |
| <b>Changes spring flow</b>  |              | x           | x                | x   | Monitoring necessary to participate in decision making processes   |
| <b>Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear)</b> |              | x           |                  |   | Eliminate / Educate / Identify at risk vessels   |
|   |              |             |                  |   | Issue: Education and Outreach; Resource Management; Water Quality; Seagrass  |
| <b>Marking of sensitive habitat, nav dangers</b>  |              |             |                  | x   |  |
| <b>Education and Outreach</b>   | x            |             |                  | Prop scar restoration; Discard of recreational and commercial catch; Disturbance of fish & wildlife; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear) |  |
| <b>Item (Group 3 continued)</b>   | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b>   | <b>What do we want to accomplish with this issue?</b>  |
| <b>Water Quality/Quantity</b>   | X            |             |                  |   | Discard of recreational and commercial catch; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear)   |
| <b>Natural Resource Protection (Management)</b>   | X            |             |                  |   | Prop scar restoration; Disturbance of fish & wildlife; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear); Marking of sensitive habitat, nav dangers   |
| <b>Climate Change</b>   | X            |             |                  |   |  |
| <b>Public Use / User Issues</b>   | X            |             |                  |   | Prop scar restoration; Discard of recreational and commercial catch; Disturbance of fish & wildlife; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear); Marking of sensitive habitat, nav dangers |
| <b>Seagrass Protection (quality and quantity)</b>   | X            |             |                  |   | Prop scar restoration; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear)  |
|   | X            |             |                  |   | Prop scar restoration; Discard of recreational and commercial catch; Evaluation restoration options/program; Overharvesting/   |

**Research and Monitoring**

evaluation of fisheries; Marine debris (derelict vessels, ghost traps, derelict aquaculture gear, discarded fishing gear)

Additional note: Cultural resources need to be included somewhere; Scallop data collection outside DEP AP purview (row 9); Outside DEP Purview - Overharvesting/ evaluation of fisheries (Row 12)

*Group 4.*

| <i>Item</i>   | <i>Issue</i> | <i>Goal</i> | <i>Objective</i> | <i>Strategy</i> | <b>What do we want to accomplish with this item?</b>  | <b>Comments</b>  |
|---|--------------|-------------|------------------|-----------------|---|--|
| <b>Natural Resources Protection (Includes hardbottom, sponge habitats, saltmarsh, vents etc.)</b> |              |             |                  |                 | Monitoring, analyzing and restoring. Does this include fish and wildlife? - Partnership rises to the top, FWC oversees Fish and Wildlife. Should it include seagrass? How do we capture changes/impacts? What kind of research and monitoring is already out there? What do we know? What do we need to know?   |  |
| <i>Item (Group 4 continued)</i>   | <i>Issue</i> | <i>Goal</i> | <i>Objective</i> | <i>Strategy</i> | <b>What do we want to accomplish with this item?</b>  | <b>Comments</b>  |
| <b>Public Use/User Issues</b>   |              |             |                  |                 | Depending on # of staff, an early step has to be an organization of existing and historical information, i.d. gaps. Historical mapping and land use changes. Navigational signage that prevents people running aground. Promote alternative anchoring methods or avoid damage from scarring, specifically rental boats (partner with power pole). Facilitate third party research - scallop season - promote monitoring that captures scaring before and after scallop season to target restoration. Zoning of sensitive habitats - pole and troll. User issues between guides and other activities. Follow other successful models around the state. Explore new rules that can protect really sensitive areas in the nature coast. Partner with FWC to develop the reef fish stamp. Maybe partner with FWC in terms of scallop season to have a free stamp. Gain support for management plan for knowing who your user groups are and target your education and outreach. | Facilitate and support things that there may not be staff bandwidth. |
| <b>Seagrass protection</b>  |              |             |                  |                 | Highlight because it is iconic? What if SG all disappears and it is all sponges? Our group would include this in natural systems.   |  |
| <b>Education</b>  |              |             |                  |                 | Target education based on impacts you are seeing. Increasing the scars hurt campaign,   |  |

|  |              |             |                  |                 |   |                 |
|--|--------------|-------------|------------------|-----------------|---|-----------------|
| <b>Water Quality</b>   |              |             |                  |                 | extending beyond Citrus Co. Good to have some measurable impacts. Can take time to get education to really stick.   |                 |
|  | X            |             |                  |                 | Includes quality, quantity and timing of water. Identify new TMDLs for water in SG areas. Goals understand what is impacting water quality in the region. Target messaging about water quality and what they can do in their backyard to improve water quality.   |                 |
| <b>Item (Group 4 continued)</b>  | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do we want to accomplish with this item?</b>  | <b>Comments</b> |
| <i>Natural Systems - Habitats</i>  | X            |             |                  |                 |   |                 |
| <i>Monitoring of Water quality</i>   |              | X           |                  | X               | Mimic what they are doing in Big Bend. Align with present initiatives and funding and momentum. Monitoring AP through a University contract. Continue Project Coast - agreement for sharing data. Have CH come up and share what they have done. Opportunity to look at lessons learned that CH did for water quality monitoring. |                 |
| <i>Monitoring habitats (seagrass, salt marsh, hardbottom communities, vent communities)</i>                          |              | X           |                  | X               | Identify unique features of aquatic preserve  |                 |
| <i>Poor Run-off quality (violations?)/Control or mitigate</i>  |              |             | X                |                 | Want good run-off quality. Identify violations. Reducing stormwater (etc.) run-off impacts to habitat   |                 |
| <i>Lack of info on hardbottom communities</i>  |              | X           |                  |                 | Improve understanding of hardbottom communities   |                 |
| <b>Climate Change</b>  | X            |             |                  |                 |   |                 |
| <b>Tropicalization (shifts in ecological regimes due to a changing climate/SLR/changing sea surface temp)</b>        | X            | X           |                  |                 | 1. Understanding shift in populations (Goal)<br>2. Improve understanding of how it will impact the area. 3. Model what we expect in the area to help drive restoration actions (FWC - habitat suitability monitoring.) 4. Adaptive planning for management, enhancement, and resilience actions. 5 Stony corals moving northward  |                 |
| <i>(No place for citizen science data to be recorded?) Citizen Science Data Collection for monitoring</i>            |              |             | X                | X               |   |                 |
| <i>Protection of Resource</i>  |              |             |                  |                 | Enforcement. Implied under AP statute, regulatory laws and permitting process (big picture purpose of AP and management plan)   |                 |
| <i>Seagrass and salt marsh restoration/reduce loss of salt marsh and seagrass/monitoring for baseline and target</i> |              |             | X                | X               | Depends on if you are physically restoring or if they are restored. put in place minimum threshold or window (confidence intervals around a threshold) of SG coverage in the NC bay that we don't want to get below.  |                 |

| <b>Item (Group 4 continued)</b>  | <b>Issue</b> | <b>Goal</b> | <b>Objective</b> | <b>Strategy</b> | <b>What do we want to accomplish with this item?</b>   | <b>Comments</b> |
|--|--------------|-------------|------------------|-----------------|--|-----------------|
| <i>Improve water treatment (stormwater, sewage, septic)</i>                    |              | X           | X                |                 | Diverse topic across multiple regulatory fronts and actions. Objective. Convert septic to sewer or maintain infrastructure. Build public or county support for advanced wastewater.                        |                 |
| <i>Education on scarring</i>   |              |             |                  | X               | Anchoring issues and damage/scarring from boat propellers  |                 |
| <i>Boater education</i>  |              | X           |                  |                 |  |                 |
| <i>Improve public engagement</i>   |              |             |                  |                 | Can be on multiple fronts. Can be a component of each. Maybe incorporate public engagement.  |                 |
| <i>Target partnership development</i>  |              | X           |                  | X               | Can fit in all of them. Strategy to get something done. Or an objective as a way to meet a goal. Or an identification of missing stakeholders.   |                 |
| <i>Usage of area (who, what)</i>   |              | X           |                  |                 | Figure out usage through a survey or additional means (fishing license/# of ecotourism operators). Work with FWC to identify the Universe of scallopers. Does greater usage associate with greater damage. |                 |
| <i>Identifying potential conflicts</i>   |              |             |                  |                 | Large scale activities (development, large pipeline, roads). Policy - things that go against BMAP or SWIM or AP rule. User group conflicts.  |                 |
| <i>Land acquisition for water treatment or habitat</i>                         |              |             |                  | X               | Can assist with water quality and salt marsh enhancement and restoration.  |                 |
| <i>Control invasive species</i>  |              |             |                  | X               |  |                 |
| <i>Collaborate and/or apply for funding to accomplish the G/O/S completion</i> |              |             |                  | X               |  |                 |
| <i>Identify who is doing what in terms of agencies/groups</i>                  |              |             | X                |                 |  |                 |

### Report-out and Consensus around Issues

All groups again joined the main room after the second data sorting activity. Each facilitator was asked to share any key discussions that came up. Responses included:

- inclusion of cultural resources
- connections to uplands
- considerations about how to include items, i.e. under Education & Outreach vs. other pertinent 'umbrellas' or the idea of having Seagrass Protection as a separate issue vs. under Natural Resource Protection
- research & monitoring as an issue
- pressure of growth and how to place limits, looking at unique ways to protect sensitive spaces
- including spring fed & freshwater flows, importance of quantity & timing, in addition to quality of water
- consideration of aquaculture

The process team advised that all this information will be taken into consideration in merging the documents from today's meeting. Once this master document is circulated, the MAC can look for gaps,



priorities, and further contemplate what is realistic to take on vs. what might be facilitated or supported through partnerships.

A question was raised about inviting people from other agencies to meet with us during process and the idea of potential for periodic interagency workshops with local and county officials discussed. Group members will provide Joy with contact information to follow-up on potential opportunities.

Mike will be presenting to the Springs Coast Steering and Management Committees in December on the work that has been done to date by the NCAP MAC. This may be an opportunity to coordinate alignment with Surface Water Improvement and Management (SWIM) Plan objectives or look to create a working group for such a purpose.

### Public Comment

There were no members of the public in attendance. No additional comments were made at this time.

### Closure and Next Steps

The facilitator noted the group would receive a meeting report in roughly two weeks, as they did last time. She added that a combined document will be created from today's small group work and will be circulated to the MAC one week before the next meeting along with the agenda. Due to the new Covid-19 variant and the proximity to the holidays, the next meeting will also be conducted via Zoom. The next meeting was announced as January 19th from 1pm to 5pm on Zoom, however, this has been rescheduled to January 18th, same time & format (Appendix F, Meeting Schedule). The March meeting is currently planned to be in-person.

This closed the meeting.

### Participant List

| First Name | Last Name   | Role                  | Organization                                      |
|------------|-------------|-----------------------|---|
| Thomas     | Ankersen    | Committee member      | University of Florida                             |
| Savanna    | Barry       | Subject matter expert | University of Florida/IFAS/Extension              |
| Anna       | Braswell    | Subject matter expert | University of Florida                             |
| Steve      | Brinkley    | Committee member      | Florida Fish and Wildlife Conservation Commission |
| Melissa    | Charbonneau | Committee member      | Pasco County                                      |
| Kevin      | Claridge    | Committee member      | Aquatic Preserve Society                          |
| Cheryl     | Clark       | Subject matter expert | Department of Environmental Protection            |
| Mark       | Edwards     | Committee member      | Citrus County BOCC                                |
| Morgan     | Edwards     | Subject matter expert | University of Florida                             |
| Justin     | Grubich     | Committee member      | Pew Charitable Trusts                             |
| Jamie      | Hammond     | Subject matter expert | University of Florida                             |
| Joy        | Hazell      | Lead Facilitator      | University of Florida/IFAS/Extension              |
| Timothy    | Jones       | Subject matter expert | Department of Environmental Protection            |
| Frank      | Kapocsi     | Committee member      | Homosassa River Alliance                          |
| Keith      | Kolasa      | Committee member      | Hernando County                                   |

|                |            |                       |   |
|----------------|------------|-----------------------|---|
| <b>Anna</b>    | Laws       | Committee member      | Florida Fish and Wildlife Conservation Commission |
| <b>Scott</b>   | Matthewman | Committee member      | Florida Department of Environmental Protection    |
| <b>Charles</b> | Morton     | Committee member      | Hernando Waterways Advisory Committee             |
| <b>Joyce</b>   | Palmer     | Committee member      | U.S. Fish and Wildlife Service                    |
| <b>Earl</b>    | Pearson    | Committee member      | Florida Department of Environmental Protection    |
| <b>Kristie</b> | Perez      | Co-Facilitator        | University of Florida                             |
| <b>James</b>   | Powell     | Committee member      | Clearwater Aquarium                               |
| <b>Laura</b>   | Reynolds   | Subject matter expert | University of Florida                             |
| <b>Barbara</b> | Roberts    | Committee member      | Florida Department of Environmental Protection    |
| <b>Michael</b> | Shirley    | Subject matter expert | Florida Department of Environmental Protection    |
| <b>William</b> | Toney      | Committee member      | Recreational Fishing Guide                        |
| <b>Madison</b> | Trowbridge | Committee member      | Southwest Florida Water Management District       |
| <b>Marnie</b>  | Ward       | Committee member      | University of Florida/IFAS/Extension              |
| <b>Coleen</b>  | Weaver     | Committee member      | Pasco County BOCC                                 |

## NCAP Process Team

| <b>Name</b>     | <b>Agency</b>                             | <b>Role</b>           | <b>Email</b>   |
|-----------------|---|-----------------------|--|
| Michael Shirley | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Michael.Shirley@dep.state.fl.us">Michael.Shirley@dep.state.fl.us</a> |
| Earl Pearson    | Florida Dept. of Environmental Protection | MAC Committee Member  | <a href="mailto:Earl.Pearson@dep.state.fl.us">Earl.Pearson@dep.state.fl.us</a>       |
| Cheryl Clark    | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Cheryl.P.Clark@floridaDEP.gov">Cheryl.P.Clark@floridaDEP.gov</a>     |
| Joy Hazell      | UF/IFAS/Extension                         | Lead Facilitator      | <a href="mailto:jhazell@ufl.edu">jhazell@ufl.edu</a>                                 |
| Savanna Barry   | UF/IFAS/Extension                         | Subject Matter Expert | <a href="mailto:savanna.barry@ufl.edu">savanna.barry@ufl.edu</a>                     |
| Laura Reynolds  | UF/IFAS/Soil and Water Sciences           | Subject Matter Expert | <a href="mailto:lkreynolds@ufl.edu">lkreynolds@ufl.edu</a>                           |
| Jamie Hammond   | UF/IFAS/Extension                         | Plan Editor           | <a href="mailto:jmelyn1987@ufl.edu">jmelyn1987@ufl.edu</a>                           |
| Kristie Perez   | UF/IFAS/SNRE                              | Co-facilitator        | <a href="mailto:kristieperez@ufl.edu">kristieperez@ufl.edu</a>                       |

**C.6 / Advisory Committee Meeting #3**  
**C.6.1 / Florida Administrative Register Posting**

*Florida Administrative Register*

*Volume 47, Number 243, December 17, 2021*

**DEPARTMENT OF CHILDREN AND FAMILIES**

Substance Abuse Program

RULE NO.: RULE TITLE:

65D-30.0141 Needs Assessment for Medication-Assisted Treatment for Opioid Use Disorders

NOTICE IS HEREBY GIVEN that on December 1, 2021, the Department of Children and Families, received a petition for waiver of subsection 65D-30.0141(2), Florida Administrative Code, from CRC Health Treatment Clinics, LLC d/b/a St. Lucie Comprehensive Treatment Center. Subsection 65D-30.0141(2) of the Code requires awarded applicants to receive at least a probationary license within two (2) years of receipt of an award letter connected to their Methadone Medication-Assisted Treatment Application to Proceed to Licensure Application. If an applicant fails to obtain a probationary license within the specified time, the Department shall rescind the award.

A copy of the Petition for Variance or Waiver may be obtained by contacting: Agency Clerk, Department of Children and Families, 2415 North Monroe Street, Suite 400, Tallahassee, FL 32303 or Agency.Clerk@myflfamilies.com.

**DEPARTMENT OF CHILDREN AND FAMILIES**

Agency for Persons with Disabilities

RULE NO.: RULE TITLE:

65G-5.004 Selection of Housing.

The Agency for Persons with Disabilities hereby gives notice: that on October 20, 2021, the Agency for Persons with Disabilities, received a petition for Medicaid variance and/or waiver of Rule 65G-5.004, F.A.C., from Ms. Tessa Lyn Solomon, Petitioner. The rule states in part that "Neither the supported living provider nor the immediate family of the supported living provider shall serve as landlord or have any interest in the ownership of the housing unit." The Petitioner seeks a waiver or variance from this portion of Rule 65G-5.004(b).

A copy of the Order or additional information may be obtained by contacting: Brett Taylor, Senior Attorney Agency for Persons with Disabilities, 4030 Esplanade Way, Suite 335, Tallahassee, Florida 32399-0950, (850)410-1309, brett.taylor@apdcare.org.

**Section VI**  
**Notice of Meetings, Workshops and Public Hearings**

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Division of Administration

The Florida Farmworkers Advisory Council announces a telephone conference call to which all persons are invited.

DATE AND TIME: January 6, 2022, 1:00 p.m.

PLACE:

Zoom

at

<https://zoom.us/j/91065234889?pwd=VCtpMEhXVhFhPbUVsZWZL3pLWDRDdz09>, Dial-in number: (301)715-8592, Meeting ID: 910 6523 4889, Passcode: 152757.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Farmworkers Advisory Council will meet to discuss general business.

A copy of the agenda may be obtained by contacting: Ricardo Alvarez, Cell (850)766-8583, Ricardo.Alvarez@FDACS.gov. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Ricardo Alvarez, Cell (850)766-8583, Ricardo.Alvarez@FDACS.gov. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice). For more information, you may contact: Ricardo Alvarez, Cell (850)766-8583, Ricardo.Alvarez@FDACS.gov.

**DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES**

Division of Administration

The Florida Agriculture Center & Horse Park Authority Board of Directors announces a telephone conference call to which all persons are invited.

DATE AND TIME: December 29, 2021, 3:00 p.m.

PLACE: Zoom/Conference Call; Dial in number: (929)436-2866, Meeting ID: 840 3786 2826, Passcode: 440726

GENERAL SUBJECT MATTER TO BE CONSIDERED: Florida Agriculture Center & Horse Park Authority Board of Directors will meet to discuss general business.

A copy of the agenda may be obtained by contacting: Jason Reynolds at jreynolds@flhorsepark.com.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Jason Reynolds at jreynolds@flhorsepark.com. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

For more information, you may contact: Jason Reynolds at jreynolds@flhorsepark.com.

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND**

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, January 18, 2022, 1:00 p.m. – 5:00 p.m.

5745



PLACE: This is an online meeting. Please join at <https://floridadep.gov/ncap-acm3/>.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee will hold their third meeting to develop and prioritize issues and strategies for the Nature Coast Aquatic Preserve Management Plan.

Meeting objectives:

- Continue prioritization of goals, objectives and strategies for NCAP management plan.
- Finalize issues for the NCAP management plan.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### REGIONAL PLANNING COUNCILS

##### Northeast Florida Regional Planning Council

The Northeast Florida Regional Council announces a public meeting to which all persons are invited.

DATE AND TIME: January 6, 2022, 10:00 a.m. Board of Directors Meeting, immediately followed by the Regional Leadership Awards ceremony and elected officials luncheon

PLACE: 100 Festival Park Avenue and virtual via Zoom. Joining information can be found at [www.nefrc.org](http://www.nefrc.org).

GENERAL SUBJECT MATTER TO BE CONSIDERED: Regular Meeting.

A copy of the agenda may be obtained by contacting: (904)279-0880.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: (904)279-0880. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

##### Board of Pilot Commissioners

The Board of Pilot Commissioners Pilotage Rate Review Committee announces a telephone conference call to which all persons are invited.

DATE AND TIME: January 5, 2022, 10:00 a.m.

PLACE: 1(888)585-9008, participant passcode: 491089625

GENERAL SUBJECT MATTER TO BE CONSIDERED: Consideration of a proposed agency action in the matter of an application for a change in rates of pilotage filed by the Palm Beach Pilots Association for the port of Palm Beach.

A copy of the agenda may be obtained by contacting: Board of Pilot Commissioners, 2601 Blair Stone Rd., Tallahassee, FL 32399, (850)717-1982.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Board of Pilot Commissioners, 2601 Blair Stone Rd., Tallahassee, FL 32399, (850)717-1982. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Board of Pilot Commissioners, 2601 Blair Stone Rd., Tallahassee, FL 32399, (850)717-1982.

#### DEPARTMENT OF ENVIRONMENTAL PROTECTION

RULE NO.: RULE TITLE:

62-304.610 Hillsborough River Basin TMDLs

The Department of Environmental Protection announces a workshop to which all persons are invited.

DATE AND TIME: January 21, 2022, 10:00 a.m.

PLACE: Webinar Registration: <https://attendee.gotowebinar.com/register/5702189766903898896>

GENERAL SUBJECT MATTER TO BE CONSIDERED: To receive public comments on draft nutrient total maximum daily loads (TMDLs) for impaired waters in the Hillsborough River Basin, to be adopted in Rule 62-304.610, F.A.C. The draft TMDLs to be presented at the public workshop are for Lake Valrico (WBID 1547A) in the Hillsborough River Basin. These nutrient TMDLs, if adopted, will constitute site-specific numeric interpretations of the narrative nutrient criterion set forth in paragraph 62-302.530(48)(b), F.A.C., and replace the otherwise applicable numeric nutrient criteria in subsection 62-302.531(2), F.A.C., for this water. The draft TMDL document for this impaired water is available on the Department's TMDL website: <https://floridadep.gov/dear/water-quality-evaluation-tmdl/content/draft-tmdls>, and will be provided upon request to interested parties by mail or via email distribution. The Department will accept written comments on the draft TMDLs, as well as the establishment of these nutrient TMDLs as site-



### **C.6.2 / Advisory Committee Meeting #3 Summary**

Note: Advisory Committee Meeting #3 was cancelled.

## C.7 / Advisory Committee Meeting #4

### C.7.1 / Florida Administrative Register Posting

*Florida Administrative Register*

*Volume 48, Number 48, March 10, 2022*

of License By Means of Accreditation, Substantive Change Applications, Name Change Applications, Attorney and Executive Director Reports, Request for Variance, Applications for Exemption for Religious Colleges, Informal Hearings, Improper School Closure Reports, review and vote on application for recognition for Licensure by Means of Accreditation and the General Business of the Commission. Public Comment: The Commission is committed to promoting transparency and public input during its public meetings. Speakers are requested to complete a public comment form, which will be available at the meeting, and to indicate whether they represent a group or faction. The Commission will hear public comment only regarding issues on the agenda. Individuals and representatives of groups will generally be allotted three minutes, but the time may be extended or shortened at the discretion of the Chair. The Chair may impose a cumulative time limit for all public comment on any agenda item.

A copy of the agenda may be obtained by contacting: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Commission Office at Commission for Independent Education, 325 West Gaines Street, Suite 1414, Tallahassee, Florida 32399-0400.

#### DEPARTMENT OF REVENUE

##### Property Tax Oversight Program

The DEPARTMENT OF REVENUE announces a public meeting to which all persons are invited.

DATE AND TIME: March 30, 2022, 2:00 p.m. ET

PLACE: 2450 Shumard Oak Boulevard, Building 2, Room 1220, Tallahassee, Florida 32399

The meeting will be conducted using communications media technology, specifically a telephone conference call. Persons interested in attending by phone may do so by calling 1(888)585-9008 and entering the attendee access code 617-774-

676. The public point of access to the meeting is 2450 Shumard Oak Blvd., Building 2, Room 1220, Tallahassee, Florida 32399. GENERAL SUBJECT MATTER TO BE CONSIDERED: The Department will present applications for the Certified Florida Appraiser, Certified Florida Evaluator and Certified Cadastralist of Florida designations. Please refer to the Certified Florida Appraiser Admissions and Certifications Committee meeting agenda and materials on the Department's website at <https://floridarevenue.com/opengovt/Pages/meetings.aspx> before attending the meeting.

A copy of the agenda may be obtained by contacting: Kelly McLane, Property Tax Oversight program, Department of Revenue, PO Box 3294, Tallahassee, FL 32315-3294, (850)941-6024, [kelly.mclane@floridarevenue.com](mailto:kelly.mclane@floridarevenue.com). Parties may also submit written materials they intend to offer during the meeting to Kelly McLane.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Kelly McLane at (850)941-6024 or [kelly.mclane@floridarevenue.com](mailto:kelly.mclane@floridarevenue.com). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Kelly McLane, Property Tax Oversight program, Department of Revenue, PO Box 3294, Tallahassee, FL 32315-3294, (850)941-6024, [kelly.mclane@floridarevenue.com](mailto:kelly.mclane@floridarevenue.com).

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection, Office of Resilience and Coastal Protection and University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Thursday, March 31, 2022, 1:00 p.m. – 5:00 p.m.

PLACE: This is an online meeting. Please join at <https://floridadep.gov/ncap-acm4/>.

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee will hold their fourth meeting to develop and prioritize issues and strategies for the Nature Coast Aquatic Preserve Management Plan.

Meeting objectives:

- Continue development and clarification of goals, objectives and strategies for NCAP management plan.



• Finalize issues for the NCAP management plan.

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF ELDER AFFAIRS

Office of Public and Professional Guardians

The Foundation for Indigent Guardianship announces a public meeting to which all persons are invited.

DATE AND TIME: April 12, 2022, 10:00 a.m. – 12:00 Noon

PLACE: Microsoft Teams Meeting

Join on your computer or mobile app by copying and pasting the link below in your web browser:

[https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F1%2Fmeetup-join%2F19%3Ameeting\\_MzY1OWE3YjgtZDIiNy00MjFkLWJiZmEtZWNiYWJjZTdiODQ1%40thread.v2%2F0%3Fcontent%3D%257b%2522id%2522%253a%2522f75a7744-d4bf-4623-8660-bcfa3569c2a0%2522%252c%2522oid%2522%253a%25226c7b903-10d6-406a-86b5-b0263ee9aa9a%2522%257d%26CT%3D1646855202159%26OR%3DOutlook-Body%26CID%3D58EE1461-A579-4296-A703-98F5FB396BC0%26anon%3Dtrue&type=meetup-join&deeplinkId=7ebceaa9-2204-4581-919c-7643d75d5630&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true](https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F1%2Fmeetup-join%2F19%3Ameeting_MzY1OWE3YjgtZDIiNy00MjFkLWJiZmEtZWNiYWJjZTdiODQ1%40thread.v2%2F0%3Fcontent%3D%257b%2522id%2522%253a%2522f75a7744-d4bf-4623-8660-bcfa3569c2a0%2522%252c%2522oid%2522%253a%25226c7b903-10d6-406a-86b5-b0263ee9aa9a%2522%257d%26CT%3D1646855202159%26OR%3DOutlook-Body%26CID%3D58EE1461-A579-4296-A703-98F5FB396BC0%26anon%3Dtrue&type=meetup-join&deeplinkId=7ebceaa9-2204-4581-919c-7643d75d5630&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true)

GENERAL SUBJECT MATTER TO BE CONSIDERED: Board of Directors updates relative to the Foundation for Indigent Guardianship.

A copy of the agenda may be obtained by contacting: Charles Alkire, via email at [charles.alkire@verizon.net](mailto:charles.alkire@verizon.net).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: OPPG at (850)414-2381. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

Board of Accountancy

The Board of Accountancy announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, March 29, 2022, 10:30 a.m.

PLACE: 1(888)585-9008, Pass code number: 683213166#

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Budget Task Force will meet to discuss the Board's quarter financials.

A copy of the agenda may be obtained by contacting: Angela Francis, (352)333-2505.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: Angela Francis, (352)333-2505. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: Angela Francis, (352)333-2505.

DEPARTMENT OF HEALTH

Board of Pharmacy

The Board of Pharmacy Probable Cause Panel announces a public meeting to which all persons are invited.

DATE AND TIME: April 7, 2022, 9:00 a.m. ET

PLACE: 1(888)585-9008, Participant Code: 599196982(#)

GENERAL SUBJECT MATTER TO BE CONSIDERED: The panel will conduct a meeting related to public disciplinary cases.

A copy of the agenda may be obtained by contacting: [www.floridaspharmacy.gov](http://www.floridaspharmacy.gov).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: (850)245-4474. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

### **C.7.2 / Advisory Committee Meeting #4 Summary**

Nature Coast Aquatic Preserve Management Advisory Committee (MAC) Meeting

March 31, 2021

1 pm – 5 pm

Zoom

#### **Meeting Summary**

##### **Overview**

Thursday, March 31, 2022, the Nature Coast Aquatic Preserve (NCAP) Management Advisory Committee (MAC) convened for the fourth meeting. Due to Covid, the third meeting was cancelled, and input was gathered through a survey. Revisions were included in the updated draft of the management plan. Convener, Florida Department of Environmental Protection (FDEP), lead facilitator Joy Hazell and the NCAP process team designed and facilitated the meeting (Appendix A, Agenda).

The MAC members include state and federal government agency staff, University of Florida faculty, local business owners, and non-governmental organization employees, who attended the meeting (Appendix B, Meeting Participants/Management Advisory Committee). The meeting objectives were to:

- Build community and trust among group members
- Continue development and clarification of goals, objectives, and strategies for NCAP management plan

##### **Welcome, Introductions, and Setting the Stage**

The meeting began with participants sharing announcements for the good of the group. These included but were not limited to:

- The legislative budget for the NCAP 2022-2023 period was recently approved
- Adam Blalock, FDEP Deputy Secretary for Ecosystems Restoration, recently visited the NCAP and looks forward to assisting in the implementation of the management plan
- The SFWMD 2020 seagrass maps are up for the springs coast

Brief introductions were given for the benefit of new members and because the gap in time since our last meeting. We reviewed the overall project goals and timeline. Joy noted that the two public meetings, May 19 (Online) and May 24 (In-Person), will cover the same content. Holding these on different days and in different formats is intended to increase access to the public. Also, the final MAC meeting will be held in-person, tentatively at the Plantation Inn in Crystal River. We further reviewed the objectives and agenda for the current meeting and were reminded of the norms established by the group in a previous meeting (Appendix C, Group Norms).

##### **Looking Back / Looking Forward**

The NCAP Process Team (Appendix D, NCAP Process Team) expressed gratitude for the survey and other feedback received contributing to draft 2 of the management plan which the team will be working from today. Of note, draft 3 including today's feedback (and any received up to 3 days after this meeting) will be due to FDEP on April 12.

Participants were then put into small groups and given several minutes to discuss what has been accomplished so far in the process and what remains to be accomplished. Joy brought the group back together and asked each group to share a few comments, some of which are noted below.



- We have established a roadmap.
- The major issues have been outlined with goals and objectives.
- We should drive toward our aspirations in the plan.
- We have moved from sticky notes to a draft of the plan!

Other comments on the work left to be done were shared aloud and in the chat. These included fleshing out and/or fine tune some of the goals, strategies, and objective, including how we measure success, making sure not to harm the resource by making sensitive data public, and others.

For more detail around this activity or others during the meeting, please email Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Joy reviewed some of the “big picture” items on the draft management plan based on feedback, these included:

- Moving from 7 issues to 4 issues (Note: The 3 “moved” issues: Seagrass, Education, and Research/Monitoring were redistributed among the 4 issues that remained. The content was not lost, only merged.)
- Red text, signifying items NOT within the purview of the aquatic preserve and in cases falling to other agencies, is no longer there but did not disappear. (Explained further by Jamie below.)
- There are still opportunities to “add” to the plan having completed the pieces in process and then being able to step back to determine if there are any “missing” items.

Jamie then reviewed draft 2 of the management plan with the group to ensure all were on the same page with the existing document before moving into the small group exercises. In doing this, she also explained how survey responses were included and changes/consolidations made. Notable, the items in red were only omitted from the “Issues” section of the plan (where MAC feedback is included) but remain a part of the overall management plan. Jamie noted that blue text will be where the MAC will want to focus additional attention first and that underlines & strikethroughs represent edits made. Examples, etc. may appear as comments and if not included this may be because the cutoff was missed for incorporating feedback into draft 2. (Of note, the 23-page document was taken down to 9 pages.)

In preparation for the day’s remaining group activities Mike reminded everyone to put any comments they wanted to share in the notes. He mentioned that FDEP will need to balance their available resources but also wants to inspire the team. He asked the group to keep both in mind – pragmatism and aspirations! Joy then broke everyone into two groups for about an hour with Group 1 led by Joy covering Water Resources and Human Dimensions. Group 2 with Savanna will then cover Climate Change and Submerged Aquatic Resources. A question was raised on the level of detail or specificity that that should be included in objectives. Earl recommended to include any options that might be considered. Another question was raised as to setting targets and thresholds as well as how to get to those. Earl noted that any roadmap or guidelines would be ideal. Mike added that the balance between general but specific may be key. Joy reminded all that the focus today is not on wordsmithing and that interest in that can be pursued outside of the larger group.

### **Small Group Activity – Approve, Improve, and/or Remove**

Issues 1 and 2 were worked on by one group while 3 and 4 were worked on by the other, each reviewed strategies and objectives to “approve, improve, or remove” (Appendix E, Definitions of Terms). Each group also reviewed survey comments and looked to identify anything that was missing from the current draft.

The teams returned, took a break and reconvened for a second round in the same groups continuing discussion on the originally assigned issues. At roughly, 4 pm the two groups returned, and each group leader shared some of the items that were discussed by their respective group.

## Report-out

Some of the items shared by Group 2, led by Savanna, (covering issues 1 & 2 - Climate Change and Protection/Management of Submerged Aquatic Resources) included:

- The group was able to complete an initial pass through both issue 1 and 2, including some rearranging
- They were able to consolidate some duplicated items and provide some specific examples for general strategies, i.e. types of data that could be collected
- They removed some but primarily improved and approved what was there
- Suggestions were added as to committees that could be included to ensure partnerships were successful, especially with upland connections
- They felt productive and had a lot of good dialogue

A question was raised on longer term timeframes/planning horizons for climate change. Savanna added that these suggestions were incorporated as well as other pertaining to habitat suitability modeling.

Some of the items shared by Group 1, led by Joy, (covering issues 3 & 4 - Water Resources and Human Dimensions) included:

- Also only having time to complete the two assigned issues, and having incorporated some of the verbiage recommended by Tom (particularly concepts of thresholds and triggers for action relating to the Water Resources issue)
- They had an extended discussion on “aspirational” vs. “pragmatic” as it relates to the management plan
- Ensuring that any reference to partnership would be with an entity that was in agreement or “on board” with the actions being referenced was discussed as well
- One objective was removed, others improved to provide opportunities for action and grants
- Poll and troll zones were discussed including where they might be appropriate, with the caveat of scientific assessment (do they work?) and stakeholder assessment (are they safe?)
- The establishment of a CSO (citizen support organization) or “friends group” being included in the plan in general vs. the issues section was discussed

A question was raised on hardbottom protections, going back to Group 2, if there were any spatially explicit management strategies planned. Savanna noted Keith’s contribution to this discussion and mentioned various options were included.

Note: The feedback provided today will continue to be incorporated as well as any feedback sent after the meeting. There will be another iteration or draft of the management plan circulated for feedback, more details below.

## Public Comment

Preston, of the Florida Wildlife Federation, thanked everyone for being involved in seagrass protection. He shared three points on behalf of the federation, specifically that they 1) support the inclusion of Climate Change as a primary management plan issue looking at both the long and short term impacts to the system, 2) would like for the collection of actionable data on submerged resources, seagrasses mainly to be prioritized to ensure we have a baseline and know if it is growing or diminishing, and 3) would like penalties for violating the laws related to prop scarring and other aquatic preserve laws to be changed/increased to be more adequate (specifically Chapter 379).

Bruce, of the International Game Fish Association (IGFA), expressed their full support for the inclusion of Climate Change related management plans and noted they have seen dramatic effects from what is more often termed “Tropicalization” in the area. IGFA is part of a coalition with fellowships and have found species moving north, i.e. snook, and these patterns can have dramatic impacts on the local environment in terms of predator-prey relationships and the food web as a whole. They would also like to see a system in place with science-based thresholds which once crossed, would trigger management actions. This would require sound monitoring programs and IGFA feels that public stewardship opportunities could be

helpful to management toward this goal and for the health of the resource long term. Regarding poll and troll zones, IGFA has advocated for these in the past in the Everglades, however, this needs to be based on sound scientific studies that show there is a benefit and will help that environment recover (should not be used randomly).

Rob representing Wild Oceans, a group of conservation minded recreational fisherman, recognized the committee for their work in developing the management plan. He noted that Wild Oceans is excited about the preserve and encouraged by what they are seeing and hearing. He then echoed the sentiments shared by other members of the public in supporting Climate Change as a primary management plan issue along with the inclusion of appropriate adaptive management strategies. Rob noted that shifting stocks, sea level rise, predator-prey relationships, and ensuring coastal resilience are of particular interest to Wild Oceans. He also asked that the collection of existing submerged habitat data be prioritized, with an emphasis on clearly defined thresholds that would trigger adaptive management strategies as necessary to support the long-term health of the resource. Rob closed by adding that Wild Oceans agrees this is an opportunity to develop a strong and useful citizen support organization. He noted that currently many such groups are effectively being used around the state and that there is even the potential to have one in each of the counties – a mechanism for community outreach, a way to harness volunteer capacity, and also to develop a sense of ownership in the resource!

suggested that there is the opportunity for creation of a CSO in each county.

### **Closure and Next Steps**

Joy noted that the group will receive a meeting report in roughly two weeks and that this distribution will include a copy of draft 3 of the issues chapter of the management plan which is due to FDEP by April 12. Any additional comments made within 3 business days from today's meeting (April 5 at 5 pm) will be included in that draft. Additional comments can still be made on the next draft and will be incorporated for draft 4.

Again, the future meetings on May 19 (Online) and May 24 (In-Person) are public meetings (each approximately 6pm - 8 pm). If the MAC can join both (at least partially) so that you are able to hear comments from the public it will be helpful as we move forward in incorporating those into draft 4, the final draft. Please also advertise the public meetings through your networks. The in-person public meeting and the last MAC (May 26, 10 am - 3 pm) meeting are both tentatively planned for the Plantation Inn in Crystal River. Once this is confirmed and additional notification will go out. A field day or site visit may be organized for May 25 for those who prefer to stay over. Earl added that the last MAC meeting is not the last public meeting for the management plan. There is a chain of events/meetings before final approvals with the Board of Trustees. Joy will circulate that in her email tomorrow with the other details on providing additional feedback and the above referenced meetings.

This closed the meeting.

## Participant List

| First Name     | Last Name   | Role                  | Organization                                      |
|----------------|-------------|-----------------------|---|
| <b>Thomas</b>  | Ankersen    | Committee member      | University of Florida                             |
| <b>Savanna</b> | Barry       | Subject matter expert | University of Florida/IFAS/Extension              |
| <b>Melissa</b> | Charbonneau | Committee member      | Pasco County                                      |
| <b>Cheryl</b>  | Clark       | Subject matter expert | Department of Environmental Protection            |
| <b>Morgan</b>  | Edwards     | Subject matter expert | University of Florida                             |
| <b>Justin</b>  | Grubich     | Committee member      | Pew Charitable Trusts                             |
| <b>Jamie</b>   | Hammond     | Subject matter expert | University of Florida                             |
| Joy            | Hazell      | Lead Facilitator      | University of Florida/IFAS/Extension              |
| <b>Chris</b>   | Holland     | Committee member      | Duke Energy                                       |
| <b>Timothy</b> | Jones       | Subject matter expert | Department of Environmental Protection            |
| <b>Frank</b>   | Kapocsi     | Committee member      | Homosassa River Alliance                          |
| <b>Joyce</b>   | Kleen       | Committee member      | U.S. Fish and Wildlife Service                    |
| <b>Keith</b>   | Kolasa      | Committee member      | Hernando County                                   |
| <b>Rob</b>     | Kramer      | Member of the public  | Wild Oceans                                       |
| <b>Anna</b>    | Laws        | Committee member      | Florida Fish and Wildlife Conservation Commission |
| <b>Charles</b> | Morton      | Committee member      | Hernando Waterways Advisory Committee             |
| <b>Earl</b>    | Pearson     | Committee member      | Florida Department of Environmental Protection    |
| <b>Kristie</b> | Perez       | Co-Facilitator        | University of Florida                             |
| <b>Bruce</b>   | Pohlot      | Member of the public  | International Game Fish Association               |
| <b>Laura</b>   | Reynolds    | Subject matter expert | University of Florida                             |
| <b>Barbara</b> | Roberts     | Committee member      | Florida Department of Environmental Protection    |
| <b>Preston</b> | Robertson   | Member of the public  | Florida Wildlife Federation                       |
| <b>Michael</b> | Shirley     | Subject matter expert | Florida Department of Environmental Protection    |
| <b>William</b> | Toney       | Committee member      | Recreational Fishing Guide                        |
| <b>Madison</b> | Trowbridge  | Committee member      | Southwest Florida Water Management District       |
| <b>Marnie</b>  | Ward        | Committee member      | University of Florida/IFAS/Extension              |
| <b>Coleen</b>  | Weaver      | Committee member      | Pasco County BOCC                                 |



## NCAP Process Team

| Name            | Agency                                    | Role                  | Email  |
|-----------------|---|-----------------------|--|
| Michael Shirley | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Michael.Shirley@dep.state.fl.us">Michael.Shirley@dep.state.fl.us</a> |
| Earl Pearson    | Florida Dept. of Environmental Protection | MAC Committee Member  | <a href="mailto:Earl.Pearson@dep.state.fl.us">Earl.Pearson@dep.state.fl.us</a>       |
| Cheryl Clark    | Florida Dept. of Environmental Protection | Subject Matter Expert | <a href="mailto:Cheryl.P.Clark@floridaDEP.gov">Cheryl.P.Clark@floridaDEP.gov</a>     |
| Joy Hazell      | UF/IFAS/Extension                         | Lead Facilitator      | <a href="mailto:jhazell@ufl.edu">jhazell@ufl.edu</a>                                 |
| Savanna Barry   | UF/IFAS/Extension                         | Subject Matter Expert | <a href="mailto:savanna.barry@ufl.edu">savanna.barry@ufl.edu</a>                     |
| Laura Reynolds  | UF/IFAS/Soil and Water Sciences           | Subject Matter Expert | <a href="mailto:lkreynolds@ufl.edu">lkreynolds@ufl.edu</a>                           |
| Jamie Hammond   | UF/IFAS/Extension                         | Plan Editor           | <a href="mailto:jmelyn1987@ufl.edu">jmelyn1987@ufl.edu</a>                           |
| Kristie Perez   | UF/IFAS/SNRE                              | Co-facilitator        | <a href="mailto:kristieperez@ufl.edu">kristieperez@ufl.edu</a>                       |

## C.8 / Public Meeting #2 and 3

The following Appendices contain information about the Formal Public Meeting which were held in order to obtain input from the public about the Nature Coast Aquatic Preserve Draft Management Plan.

### C.8.1 / Florida Administrative Register Posting

DATE AND TIME: May 12, 2022, 11:00 a.m. EST  
PLACE: Telephone Conference Call Information:  
Call-In Number: 1-888-585-9008  
Participant Code Number: 139-523-300  
GENERAL SUBJECT MATTER TO BE CONSIDERED: Financial Appropriations, Recipient Reports, Budget and Funding Requests, Council Recommendations, and General Research Discussions.  
A copy of the agenda may be obtained by contacting: Kandi Futch at 863-578-1946 or [Kandice.Futch@FDACS.gov](mailto:Kandice.Futch@FDACS.gov).  
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 5 days before the workshop/meeting by contacting: Kandi Futch at 863-578-1946 or [Kandice.Futch@FDACS.gov](mailto:Kandice.Futch@FDACS.gov). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).  
If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.  
For more information, you may contact: Kandi Futch at 863-578-1946 or [Kandice.Futch@FDACS.gov](mailto:Kandice.Futch@FDACS.gov).

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.  
DATE AND TIME: Thursday, May 19, 2022, 6:00 p.m. - 8:00 p.m.  
PLACE: This is an online meeting. Please register at <https://floridadep.gov/hcap-meeting2>.  
GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a public meeting to present the draft Nature Coast Aquatic Preserve Management Plan to the public for their review and feedback. Information on the Nature Coast Aquatic Preserve can be found at <https://floridadep.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>. The management plan is available at <http://publicfiles.dep.state.fl.us/CAMA/plans/Nature-Coast-AP-Management-Plan-DRAFT.pdf>.  
Members of the Nature Coast Aquatic Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments, and may also participate in the discussion. There is an additional opportunity to comment in an in-person public meeting on May 24, and there will be an advisory

committee meeting on May 26 to review comments from both meetings and the management plan.  
A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).  
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND  
The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.  
DATE AND TIME: Tuesday, May 24, 2022, 6:00 p.m. - 8:00 p.m.  
PLACE: Plantation Inn, Magnolia Room B, 9301 West Fort Island Trail, Crystal River, FL 34429  
GENERAL SUBJECT MATTER TO BE CONSIDERED: The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection is holding a public meeting to present the draft Nature Coast Aquatic Preserve Management Plan to the public for their review and feedback. Information on the Nature Coast Aquatic Preserve can be found at <https://floridadep.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>. The management plan is available at <http://publicfiles.dep.state.fl.us/CAMA/plans/Nature-Coast-AP-Management-Plan-DRAFT.pdf>.  
Members of the Nature Coast Aquatic Preserve Management Plan Advisory Committee have also been invited to attend and listen to comments, and may also participate in the discussion. There is an additional opportunity to comment in a virtual public meeting on May 19, and there will be an advisory committee meeting on May 26 to review comments from both meetings and the management plan.  
A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).  
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

## C.8.2 / Meeting Summary

# **Nature Coast Aquatic Preserve Management Plan Development Public Meetings May 19<sup>th</sup> and 24<sup>th</sup>, 2022**

## **Meeting Report**

### Overview

The Nature Coast Aquatic Preserve (NCAP) management plan development process convened two public meetings to gather input on the Management Plan. The first was May 19<sup>th</sup>, 2022, on zoom and 60 people attended that meeting. The second public meeting was May 24<sup>th</sup>, 2022, in person and 26 people attended. Convener, Florida Department of Environmental Protection (FDEP), lead facilitator Joy Hazell and the NCAP process team designed and facilitated the meeting (Appendix A, Agenda).

The meeting objectives were to:

- Build community and trust among group members.
- Gather input to the Nature Coast Aquatic Preserve Draft Management Plan

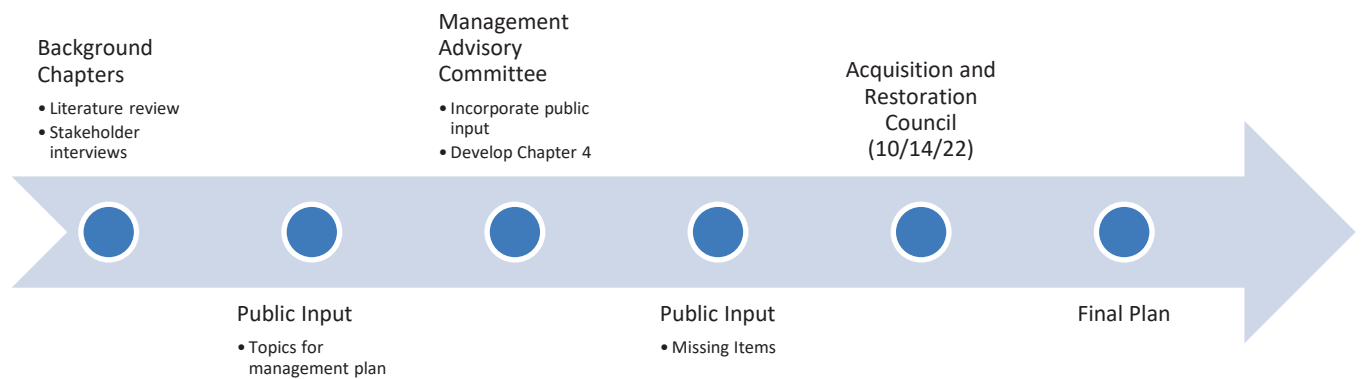
### Welcome and Introductions

The meeting began with introductions of the NCAP process planning team, management advisory council and members of the public who were asked their interest in the NCAP. The facilitator clarified the management plan process development goals:

- To engage NCAP stakeholders in the development of the 10-year management plan
- To form an advisory committee who will identify issues, goals, objectives, and strategies for NCAP management plan
- To build community support for the NCAP

### Presentations

To create a shared understanding an aquatic preserve designation, management plan development process, and the role of the public in providing input into chapter 4 of the management plan two presentations were given by members of the NCAP process team (for copies of the presentations please contact Joy Hazell, [jhazell@ufl.edu](mailto:jhazell@ufl.edu)). In addition to the contents of the draft plan, the public was given an overall timeline of the project (figure 1.)



**(Figure 1. A timeline of the NCAP management plan development and approval process)**

#### Public Input on the Plan

After the presentations participants were split into four small groups, each of which had it's on facilitator/notetaker. Participants were given or shown a copy each issue in Chapter 4 and were asked if anything was missing from each issue. The participants' input is recorded below and sorted by chapter, priority comments, already incorporated into the plan, outside of the NCAP purview and general comments.

### **Issue One: Water Resources**

#### **Priority Comments**

(content provided by the Public that MAC should address first, based on time constraints)

1. Adaptive – shift sites to get info/catch changes
2. Grants for citizen monitoring – sea grant?
3. Plankton monitoring
4. Carbon in sediment - holding more sugars
5. What happens/monitoring, what triggers action
6. Lacking info on soil and substrate below the preserve.
7. Establish background data on soil and substrate
8. Goals of the plan should be to establish baselines of water quality, quantity, submerged resources, and soils
9. There definitely needs to be an educational outreach component to this. Since this is one of the last 'true Florida' ecological areas, it's important to get students out there to see that.



10. (Bonefish Tarpon Trust) Support for understanding the baseline. Critical to understand changes and address them.
11. (BTT) Knowing what's there and what's needed is critical. Knowing what needs there are for support groups/partners to advocate for (specific as possible) is most helpful for stakeholders
12. Students and families, professors/teachers collecting data and doing studies and providing information - volunteer data collection that is organized
13. include identifying new/emerging technologies to gather data more easily & cost effectively (to streamline future process) - i.e., that broader areas, potentially without staff, etc.
14. include action steps when degradation is detected
15. Great deal of discussion on needs for identification in WQ tasks, can we add more specific language around protection tasks related to WQ?
16. What about language for improvement of WQ (over preservation)?
17. is there an established database to bring together the different WQ efforts/data for easily access? (If not consider building off UF WQ database?)

#### **Incorporated in Plan**

(content present in Chapter 4 as Integrated Strategies or Performance Measures)

look at partnering with existing WQ monitoring programs?

Citizen science

Civic involvement 5 – 21 years

Upland connections – road construction, have these issues been rectified

Oversight of construction permit

Signage re types of boats/motors that can go in certain areas

ID/Include adjacent business

TMDLs

Citizen science – RBNERR model

Partner with county commission

Saltwater intrusion/septic/stormwater monitoring

#### **Outside AP Purview**

(content previously discussed by MAC and OMITTED as part of the Issues section, or outside AP purview)

Would like to see SWFWMD be more proactive with sharing their monitoring results

Analyze the improvements from the septic to sewer project in Citrus  
Retaining pond feeding fish kills in Homosassa  
Scallop monitoring  
Oyster monitoring  
Water quality sampling for smaller creeks  
Decrease fertilizer  
Exotics Ozello mangroves choked with Brazilian pepper – citizen involvement help for public  
Trends and changes – SWFWMD MFLs keep increasing water being taken out of springs  
Watershed plan for tri-county – tie watersheds to share info, watershed planning body, partner w/agencies, partner broader watershed  
# scallopers go every day and get limit

### **General Comments**

Very concerned about salinity increasing and springs reversing flow  
love the students being actively involved...funding for both!  
I think the uplands connection is important. If there's a way to coordinate springs protection and NCAP. That would be helpful.  
Possible dead zone forming in NCAP?  
Possible emerging contaminants affecting people  
The water source within a canal system such as Hernando Beach, Sea Pines, and Hudson are primarily from the Gulf so it would seem logical that any pollution (or nutrient) discharge into the waters would be within the overall concern to the NCAP. However the jurisdiction would probably be with DEP  
The Weeki Wachee is already an Outstanding Florida Waterway so I believe here is policy in place that protects the water quality. It is beyond the purview of the NCAP but cooperation with DEP and SWFWMD should be a given.  
explicitly state that we will work with other APs  
clarify boundaries as well as other agencies  
Suggest Hernando County as base for NCAP  
Prioritization is critical (as early as possible) - Overall & with each issue, otherwise more goals and objectives will not be achieved  
there are multiple preserves and other protected areas and it is not clear if all areas in between are being protected, for example (3Ws)  
Wawa filled spring  
Inland water quality affect sea grass  
Wake an issue  
SWFWMD – not proactive w/ sharing data with stakeholders  
How do we determine if current sampling is sufficient  
Is monitoring enough to determine if goals are being met?  
Only get peoples attention when close beaches  
Red dye in mulch – what is it

## Issue Two: Protection and Management of Submerged Resources

### Priority Comments

(content provided by the Public that MAC should address first, based on time constraints)

1. Protect = education and enforcement...as well as protect, not anchoring on sensitive habitat, not collecting prohibited species
2. Would love to see language about cultural resources. Applicable to monitoring and getting baseline data and educating law enforcement - add cultural resources with all of these things
3. What do we mean by protect hard bottom communities?
4. Identify, map and mark and/or remove/relocate large rocks for recreational boaters for navigational safety.
5. (BTT) Key to understanding is the baseline of where we are on the habitat components. At a minimum we need to maintain seagrass and hardbottom (Preston seconded)
6. I think you'll need a significant education component in addition to enforcement on the prop scarring issue. This goes back to the communications plan for the roll out (and ongoing info).
7. Look into increasing the penalties for propeller scarring, the present penalties are not stopping the damage
8. Pole and troll zones - there is a push to try to establish these in areas of high damage around St. Martin's Keys
9. prop scarring - are there going to be rules and regs about jet drives, propeller guards to prevent scarring
10. FWC Conversation: 1) More FWC, 2) Coordinating with FWC to make sure we have names and contacts for officials in enforcement (Preston seconded), 3) I also agree with increasing FWC officer presence. 4) FWC are good partners but they have very limited resources, only 2 officers patrolling at any one time is not enough
11. Tour operators as first line educators
12. Vacation rentals – place for education on aquatic preserve
13. Strategy – hot spot plan for restoration – identify areas to restore and have a plan to take advantage of grants or tap into compensatory mitigation projects
14. Education in schools including upland areas
15. Develop plan for school education

16. Merit badge program for boy scouts
17. Connect with STEM coordinator in schools to get Aquatic Preserve information into schools
18. Include invasive species management
19. Grant research on uses of Brazilian pepper to incentivize removal
20. Include invasive species management
21. Have actions for when invasive species are identified
22. Laminated instructions in all rental boats/public ramps – what lives in seagrass, don't tear it up, sponge community
23. Share example education programs across counties
24. Tour guides/operator/fishing guides use or are required to use power pole as example
25. Education of next gen/new citizens/boaters/rental boaters and Education in public schools about what is under water
26. Florida Heritage Monitoring Scouts - partnership with APs statewide. Is an opportunity for partnership to document and identify, pre-established program. Avenue for cultural resource goals
27. sunshine law doesn't apply to prehistoric cultural resources
28. Cultural resource mapping disclosure - Could ask for legislative exemption for those.
29. utilize established partnerships such as with BBSAP and the Florida Public Archaeology Network...regarding monitoring of cultural resources. Rather than the idea of protection we should seek more to monitor changes over time
30. Are there currently any plans in place to investigate the historical resources that are submerged?
31. How do we measure if goals or objectives are achieved? (Any strategies that do not have a timeline or achievable measure should be updated)
32. Concern: Law enforcement of shrimping related to location (because at night & close to coast - no enforcement) / Additional concern that their equipment is damaging bottom (not performing to specifications)
33. Especially important to cross-sectors (agencies, government, municipality, etc.) to achieve desired results
34. Consider that seagrasses are being lost in other parts of the state making this area more important. Should expansion be a goal. Recognizing relationship with nutrient pollution
35. How much of the preserve has been mapped?



### **Incorporated in Plan**

(as Integrated Strategy or Performance Measure)

Law enforcement supervision during scallop season for environmental and human safety

Better marking of areas

Goal 5/Obj 1 – great objective but how will it be done

Understand and if necessary address boat anchoring and people getting out of boat into resource

Evaluate if there is enough law enforcement

Mangroves should be included in Issue 2

Include underwater archeological sites

Ways to reach county commissioner – engagement plan

### **Outside AP Purview**

content previously discussed by MAC and OMITTED as part of the Issues section,  
or outside AP purview)

Is fisheries included in the submerged resources? What types of marine life are included? What about bivalves and other species? (tied to mapping question also)

Marine mammals aren't part of the goal

### **General Comments**

Need to map, understand, protect, educate, enforce etc.

if there are additional needs for mapping or other programs making specific needs known to partners will help them advocate for them (Preston seconded)

Any time \$ to be made off natural resources, mother nature loses, need to strike a balance

Pollution, springs collapsing, or even trying to restore parts of the preserve could effect historical and cultural resources there. I just hope someone records the historical and cultural resources there before anything is changed.

I understand that this plan is to protect and preserve the natural recourses, but has anyone considered that a change in the chemical composition of the water or soil could damage the historical resources there?

Education is most important

Without increased funding for Law enforcement things won't get accomplished

Documentary on NCAP – channel 3

Require boaters to have license

College level requirements in environmental classes

31 years ago – lot less people

Salinity - would like to know the changes in the salinity in the past 30 years and effects on springs, manatee drinking water

Would like to see FWC have a partnership with commercial fishers to find out more about what is really happening out there - collecting knowledge/data from commercial fishers about concerning patterns (example: dolphin behavior after oil spill)

are there reductions in larger fish being landed in the area?

very frustrated at the degradation of natural resources in this generation, springs are collapsing.

spotlights / bright lights affecting birds - light pollution an extremely concerning aspect

### **Issue Three: Climate Change**

#### **Priority Comments**

(content provided by the Public that MAC should address first, based on time constraints)

1. CC w/SLR can affect cultural resources as well so make it specific.
2. Use cultural sites as part of the baseline data - pick areas they want to track that are on or near a cultural site.
3. As SLR increases - the hydric soils are encroaching into uplands that is making habitat for invasive and mangroves - any interaction with DEP to address the new habitat for mangroves where people hadn't had to deal with it before
4. Think about food webs/impacts on other species associated with tropicalization (snook)
5. Integrate disaster mitigation/recovery plans from counties - Develop one for NCAP – necessary for FEMA money, may include property buyout, include vessel removal after hurricane
6. Fish kills are an issue, need to clean up quickly – work with other agencies
7. Accurately define high tide mark – regularly reassess
8. Monitor shoreline changes including island size
9. Improve tide models
10. Stringent policies on seawalls, promote living shorelines
11. Sawgrass restoration projects for shoreline stabilization
12. Use EDNA for monitoring
13. Effective publicize findings
14. Track changes including tree loss due to salt water intrusion plus invasive species
15. Work with local landowners to establish salt marsh corridors - habitat modeling and floodplains.
16. modeling to identify areas where living shoreline projects would be most effective
17. Monitor for any invasive species moving north with tropicalization
18. Also coordinate with NOAA on monitoring/modeling/predictions.
19. Impacts from storms/hurricanes is not mentioned here
20. High tide and nuisance flooding, winter storms/fronts also could be a focus
21. Baseline is key here.
22. performance metrics should include vulnerability assessment if feasible

23. How are we partnering with others that share our same watershed? (And taking into account what is happening around us)
24. What will be done about it? i.e. can we include somehow actions to be taken in mitigation of climate change by AP and/or citizens/supporters

**Incorporated in Plan**  
(as Integrated Strategy or Performance Measure)

Include schedule, how often it will be done

Look for guidance broadly – DEP resources, look outside of FL including NOAA

Include tracking stony coral tissue loss disease

Collaborate with FWC to include animal migrations (ex manatees, pythons)

Collaborate with more universities, not just UF

Collaborate with folks working in upland adjacent area and springs flow

Address boat activity impacts on living shorelines/erosion

Marsh needs room to migrate, may need to work with other agencies

**Outside AP Purview**  
(content previously discussed by MAC and OMITTED as part of the Issues section,  
or outside AP purview)

Major concern about invasive species that are sold in Florida - plants and aquatic species. Plant nurseries frequently have invasive plants for sale, that should be addressed

Monitor spring flow

Increase Brazilian pepper management

Eelgrass restoration projects

Deal better with flooding including stormwater management

Include canals, use oysters to deal with nutrients

Use nutrient/fertilizer bans

Increase hog management

**General Comments**

assisted evolution for species to be more resilient to changes in our environment

Determine accuracy of data and use it to solve problems – simple plan

Climate change is a charged term – protect, restore, retain infrastructure/natural resources

Tides are stronger – monitor as part of SLR

Monitor sunny day flooding

Mangrove type matters – monitor changes

Goals should include action, not just documenting, ex super corals can survive hot water, oysters tolerant of salinity, ex. Collaborate with university

Educate property owners, promote living shorelines

Signage/infrastructure should be able to withstand storms

## **Issue Four: Human Dimensions**

### **Priority Comments**

(content provided by the Public that MAC should address first, based on time constraints)

1. Goal three is really education, marking, enforcement, that is how you get things done
2. Goal 3 mentions restoration but obj and strategies are all focused on reduction, not restoration
3. Goal 3 – identifying areas and assessing severity – we already know river mouths are hot spots and scallop season is a major driver. Length of season too long? – boater/scalloper education, they prefer low tide – grass beds with motor down and leave prop scars
4. Cross reference info with USCG area contingency plan
5. Mention cultural resources - can be well put in with the planning for future impacts and law enforcement training
6. Monofilament recycling/collection tubes at access points – also access points have trash cans
7. Poster w/proper scar and the bill for boat damage and show people what lives in seagrass
8. Boater safety adding more environmental information about prop scarring and other impacts
9. Make a video similar to “manatee manners” for seagrass/boating rental and boat sales distributors
10. Promote more community involvement – especially youth
11. Specific list of partners and their expertise where they can best help – needs leadership/community involvement
12. GIS layer that FL master site file has for specific land management area that has all known sites - Rachael Kangas
13. Sit in on USCG area contingency plan group and they talk about damage to env. and shore features as a result of vessel accidents etc. can you get mitigation for resource damage?



14. Is there a baseline for trash collected at individual places? How much trash and what is the trend?
15. Working more with youth on environmental awareness and stewardship
16. 90-day scallop season, huge number of boats, leading to seagrass scarring. Need to get a balance between scallop season and preventing seagrass scarring. Perhaps shortening season
17. Create a mooring ball field in the scallop grounds
18. Work closely with NOAA/FWC Marine Debris Programs.
19. Chuck Morton has ideas signage / education material for boating / prop scarring
20. Are monofilament recycling bins still in use? (Answer: Yes. Sentiment: Could/should there be similar receptacles for other debris? i.e. all actions make a difference)
21. Does this prevent counties from submerging items to be used as fish attractors?
22. What about installing baffle boxes that catch nutrients & trash before it gets into the water? Is there anything in the plan covering prevention? (even from a partnership perspective)

**Incorporated in Plan**  
(as Integrated Strategy or Performance Measure)

Road construction overnight

Other industries – leeching/mining

Spring flows and MFL considerations – additional weight should be given to waters flowing into an AP – spring water bottling concerns

**Outside AP Purview**  
(content previously discussed by MAC and OMITTED as part of the Issues section,  
or outside AP purview)

Upland - rain gardens, rain barrels, proper management of stormwater definitely should address

What is upland does not stay upland - work to solve pollution/trash issues before it gets downstream

Many septic tanks may be below mean high tide elevation wide – NCAP purview

Ridge road (Pasco) impact on upland areas is huge – 4 lane road to I75 or I4

Pasco county – Moffit center medical complex development, need to ensure correct water management

Lawns and run off/fertilizer missing

Septic tanks and stormwater run off

Mangrove cutting/trimming illegally esp. new residents

**General Comments**

And education, education, education...

Invasive species spreading by gear/equipment

Rental boats/education – follow routes they should not go

Promote poll/troll areas in heavily impacted areas like St. Martins keys

Citations from FWC are no more than traffic violation – very low cost to boater, may not be a deterrent, some just consider it “cost of day on the water”

Like idea of working with decision makers – specificity to say is this meeting attendance at BOCC or is it getting commissioners on the water which would be best

Maybe restoration plan would help focus projects

In the keys (FK Comm fishing) partner with FWC/State to go collect derelict gear

Groups of divers good partners, things like lionfish roundups

Septic tanks in Hudson lead to beach closures, fecal coliform, county was going to remove but so far hasn't

Viruses from septic tanks in Chaz – USF study early 2000s – polio/enterovirus found) started to look more at sewer after that

Legacy of old/not raised septic systems – replacements/upgrades planned?

Preserve should be focused on connection to sewers becoming available in crystal river, Homosassa

BOCC – wastewater treatment, compel sewer connection

BMAP involvement – some of this falls under Priority Focus Areas, could help with ordinances

Marine debris is mostly coming from upland sources so should just focus on debris in general

Villages – water pumping/development Pasco/Hernando

Evaluate if there is enough LE

Many derelict vessels sit for a very long time and no action is done

I think these are good goals

Is there a possibility of unknown uses of seagrass like direct harvest for human consumption causing decline?

Piney Point and other disaster incidents - what can actually be done about these? very frustrating - are we wasting our time?

enforcement of impacts to seagrass is essential / key for success

Boating impacts with wildlife...manatees, sea turtles. Work with FWC

### Closure

After all the comments were received from participants the whole group reconvened and the facilitator of each small group provided a summary overview of their group's discussion. Participants were then reminded of the timeline for receiving public comments and final approval of the NCAP management plan.

### **C.8.3 / Additional Public Comments**

## **Nature Coast Aquatic Preserve Management Plan**

### **Additional Comment Input**

### **By June 9th, 2022**

**Note:** These comments were received by the Florida Department of Environmental Protection outside the scheduled formal meetings by the D E P set deadline of June 9<sup>th</sup>, 2022.

- 1) Comments from SWFWMD were provided by external USB drive at the close of the Management Plan Advisory Committee Meeting #5 due to large file size. These comments were text and content suggestions for the background information portions of the plan. Most of the focus was on the Withlacoochee River flows and watershed. Appropriate content edits were accepted and made to the final draft of the NCAP Management Plan by UF in the final Draft submission.
- 2) Keith Kolasa - Hernando County Dept of Public Works – Aquatic Services: Paper copy of the suggested edit to one sentence of the plan was provided to UF at the close of the Management Plan Advisory Committee Meeting #5. Edit was incorporated to the final draft of the NCAP Management Plan by UF in the final Draft submission.

From: Hammond, Jamie L  
Sent: Wednesday, June 15, 2022 9:25 AM  
To: Hammond, Jamie L  
Subject: FW: Nature Coast Aquatic Preserve Management Plan Comments

From: Wellendorf, Nijole "Nia"  
<[Nijole.Wellendorf@FloridaDEP.gov](mailto:Nijole.Wellendorf@FloridaDEP.gov)> Sent: Thursday, June  
9, 2022 1:47 PM  
To: Pearson, Earl <[Earl.Pearson@FloridaDEP.gov](mailto:Earl.Pearson@FloridaDEP.gov)>

Subject: FW: Nature Coast Aquatic Preserve Management Plan Comments

Hi Earl,

A few DEAR staff reviewed the draft Nature Coast AP Management Plan. We specifically reviewed text related to impairment status, TMDLs, or BMAPs, but had a few other comments as well. I've included the identify of who made the comment to provide context and a follow-up contact if you wish to follow up.

From Talia Smith, Standards Development Section:

As part of a public scoping meeting (notes on page 187), an older version of our OFW factsheet was shared with the public. For future references to the OFW factsheet, please direct people to our webpage that will always have the most up-to-date version <https://floridadep.gov/dear/water-quality-standards/content/outstanding-florida-waters>.

From Moira Homann, BMAP group:

I looked at the language pertaining to BMAPs (where they also mention the TMDLs) and everything looks good – it's language taken straight out of the BMAP documents for those three springsheds. So no comments on our end as far as those sections.

From Jessica Mostyn and Evelyn Becerra, Watershed Assessment Section:

We didn't have any specific corrections on the listing or impairment status of waters in the Nature Coast AP Management Plan because the report doesn't appear to address listing status. The report contains TMDL and BMAP information on the areas of the region that have a BMAP. It discusses the TMDL reductions and BMAP loading calculations (using the Nitrogen Source Inventory Loading Tool) for the Crystal River/Kings Bay, Homosassa River, Chassahowitzka River, and Weeki Wachee River basins but does not discuss the nutrient loadings or TMDL reductions for waters flowing into the AP region outside of a BMAP region, such as the Tampa



Bay/Anclo River or Withlacoochee River basin.

There are additional TMDLs in the region that they could delve into and many waters not meeting standards that they could address, but they are placing an emphasis on BMAP regions. I think this must be because one of their main mission statements is restoration but they also have a goal of providing water quality assessments. They may want to reference or link the WNAS layer impairments as a way to tie in our ongoing assessment activities in DEAR. Kevin noted, "I think we phrase it that there are additional impairments that may lead to new TMDLs and/or options for ARPs. I think it would be good to note the TMDL prioritization too as a bullet point as an ongoing DEP process."

We did also notice the document mentions "aboriginal" twice when it should perhaps use "indigenous peoples" because aboriginal is generally perceived as insensitive. In the document the glossary definition for aboriginal is "the original biota of a geographical region," which may be a typo of some sort. At one point they list out the first magnitude streams in the region and left Tarpon Springs out but I thought it was also a first magnitude spring according to our Florida Springs layer.

Thanks for the opportunity to review!



Nia Wellendorf

Program Administrator

DEAR Water Quality Standards Program

Florida Department of Environmental  
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Cell: 850-694-1592

[Nijole.Wellendorf@FloridaDEP.gov](mailto:Nijole.Wellendorf@FloridaDEP.gov)

From: Hammond, Jamie L  
Sent: Wednesday, June 15, 2022 9:24 AM  
To: Hammond, Jamie L  
Subject: FW: comments on Nature Coast Aquatic Preserve Management Plan Draft

From: Christian Wagley  
<[christian@healthygulf.org](mailto:christian@healthygulf.org)> Sent:  
Thursday, June 9, 2022 6:48 PM  
To: Pearson, Earl <[Earl.Pearson@FloridaDEP.gov](mailto:Earl.Pearson@FloridaDEP.gov)>  
Subject: comments on Nature Coast Aquatic Preserve Management Plan Draft

EXTERNAL MESSAGE

This email originated outside of DEP. Please use caution when opening attachments, clicking links, or responding to this email.

Hello Mr. Pearson:

Healthy Gulf is a diverse coalition of individual citizens and local, regional, and national organizations committed to uniting and empowering people to protect and restore the natural resources of the Gulf of Mexico. One of our priority focus areas is on maintaining and improving the health and resiliency of coastal systems such as wetlands, seagrass beds and waterways.

On behalf of our members and supporters in Florida, we wish to comment on the Nature Coast Aquatic Preserve Management Plan Draft. We are incredibly excited about the opportunity to ensure the protection of this incredibly special place, which is significant not only for Florida but also across the Gulf of Mexico region as the Preserve supports the largest seagrass bed in the Gulf region.

We find the plan to be based in science and to include sound strategies and goals for science, management and education. We offer the following comments on specific referenced sections:

Issue One: Water Resources

Goal One: Assess and define water quality and quantity monitoring needs. Goal Four: Emphasize upland connections.

We ask that you prioritize this goal, as the protection of the Preserve's resources will depend on careful management of what happens on land, across the watersheds that drain to the Preserve. The greatest threats to the health of the Preserve are most likely to come from activities on land, rather than in the water. Concentrating land development in a few select areas that can accommodate additional growth, while

preserving the remaining areas in their natural state, will be critical.

#### Issue Three: Climate Change

We recommend that the Plan include specific reference to the need to communicate the impacts of climate change on the Preserve to surrounding communities. And to include recommendations for Florida and the nation to reduce greenhouse gas emissions in order to limit the worst impacts of climate change on the Preserve in the decades ahead.

#### Crystal River Mariculture Center

We recommend that efforts to stock aquatic species be deemphasized. These programs have had difficulty showing positive impacts, especially in the case of finfish. Furthermore, finfish stocking continues to suffer from inherent differences between hatchery and wild fish, including a lower fecundity in hatchery fish.

#### Public Use Issue Four: Human Dimensions

#### Goal Two: Promote diverse, sustainable use of the aquatic preserve's submerged natural resources

Improvements that increase access to the Preserve should favor non-motorized form of recreation, such as small launch areas for human-powered craft such as kayaks and paddleboards. While education, markers and signage can help some with reducing impacts to seagrass beds by motorized vessels, they are only partially effective.

Additionally, because these vessels operate on fossil fuels, they are constant sources of direct surface water pollution whenever they are underway. Limiting access of large motorized vessels to the preserve by limiting the development of boat ramps and marinas is critical to maintaining the health of the seagrass beds and the entire Preserve. Once large numbers of motorized vessels frequent an area, the combined effects of discharge of petroleum/oil, noise, prop scarring, shoreline damage from wakes, turbidity from vessel movement and wakes can overwhelm and damage natural resources and public enjoyment of waterways.

Thank you very much for considering our comments.



**Christian Wagley**

(he/him/his)

Coastal Organizer,  
Florida-Alabama

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## Nature Coast Aquatic Preserve – Public Comments

### Organization Background

Inwater Research Group's (IRG) mission is to foster coastal and marine conservation through integrated research and education. Our team has over a century of collective experience working with marine turtles in Florida's coastal waters. IRG focuses its research initiatives on long-term demographic studies that examine trends in the biology, ecology, and health of long-lived marine turtles. Due to our experience and our existing federal and state marine turtle research permits, we often collaborate with government agencies, universities, and other organizations to collect samples and data for their respective marine turtle research projects.

The information collected as part of our research programs are then integrated into myriad educational initiatives ranging from a life-history poster series<sup>1</sup> to k-12 STEM programs<sup>2</sup> to teacher professional development opportunities in the field. The goal is to introduce local citizens to the incredible animals in their own "backyard" and share the importance of protecting marine turtles. By giving students, teachers, and the general public a glimpse into the unique inhabitants of these waters, we are able to create a sense of stakeholdership. These educational initiatives help create a community of environmentally responsible stewards in perpetuity.

Over the past decade, IRG has conducted marine research and education initiatives within the waters and communities that encompass the new Nature Coast Aquatic Preserve. Our organization recognizes the importance of the coastal waters that make up the Nature Coast Aquatic Preserve. The waters are a truly remarkable home to an important aggregation of marine turtles. We recommend that the new aquatic preserve utilize marine turtles as an indicator species for the health of the preserve and as a conduit to teach the local community and stakeholders about the preserve through the lens of conservation.

#### *History within the Nature Coast Aquatic Preserve*

IRG first conducted vessel-based visual surveys in the preserve area in 2012 and identified exceptionally high numbers of marine turtles in the waters between the Crystal and Homosassa Rivers. This led to the expansion of the project and commencement of marine turtle surveys and captures. Since then, we have completed over 300 miles of transects in the area and have made over 800 turtle sightings.

Consequently, we have captured 450 turtles of four species (241 green turtles, 184 Kemp's ridleys, 24 loggerheads, 1 hawksbill) ranging from juvenile to adult size classes. This work resulted in a 2021 publication where density, distribution, demographics, disease prevalence and genetic contribution was described for each of the species found in the area<sup>3</sup>. We also discovered unexpectedly high rates of green turtles with debilitating fibropapilloma tumors. While the waters of the preserve appear relatively pristine with dense seagrass and sponge beds, green turtles have a disease prevalence at a rate expected in degraded or polluted areas<sup>4</sup>. Additionally, loggerhead turtles tested positive for the disease but did not exhibit the debilitating tumors seen on green turtles.

We have also collaborated with researchers from other organizations to study the health of turtles within the region including the New England Aquarium<sup>5,6</sup>, the Loggerhead Marinelife Center<sup>7,8</sup>, and Southeastern Louisiana University<sup>9</sup>. Since the inception of our research in the Big Bend area, other marine turtle research programs have recognized the importance of the area and have subsequently started conducting separate projects in these waters.

While the research within the aquatic preserve has been fruitful, communicating this important information to the community and stakeholders is the most important step. IRG has created educational initiatives and partnered with local school districts to deliver this information to students (k-12) for free. These initiatives are housed in transportable trunks containing STEM lesson plans that align with state education standards and teach students how to protect these imperiled species. Students get a hands-



on opportunity to conduct the same research that IRG researchers do, but with model turtles. They collect the same biometric data and make inferences based on observations to assess the health of their turtle. Included in these trunks are the same tools utilized by researchers so that students can engage through an atmosphere of authenticity. This allows students to anchor into the messages, creating longer knowledge retention, and shaping their future behaviors. Each one of our trunks reaches approximately 1,000 students per year. Currently IRG has 15 trunks being utilized in communities adjacent to the aquatic preserve<sup>10</sup>.

Working directly with Citrus and Pasco County School Districts, we have rooted these programs in vital areas of the preserve. Each district owns multiple trunks and utilizes them every year to reach thousands of students. Both districts found their own funding sources to bring these programs to their classrooms and the IRG education and research teams have partnered to host professional development sessions for their teachers.

We hope that our organization's history of working within these waters and with the local communities will benefit the development of the aquatic preserve's management plan. We have outlined our general recommendations for the management plan and offer our assistance in any way that we can during this process.

#### *Management Plan Recommendations*

##### *1. Establish a long-term monitoring program for marine turtles*

Marine turtles have been documented utilizing multiple habitats within the aquatic preserve. Mangrove estuaries, seagrass beds, oyster and limestone reefs, and hardbottom sponge beds are all important to different species and size classes of turtles found in the preserve. We recommend establishing long-term monitoring protocols at sites within the preserve to determine species and size class composition within specific habitats. A long-term monitoring program will also help identify trends in marine turtle health and recovery of these protected species.

##### *2. Identify new areas for marine turtles*

The majority of research effort has focused on seagrass driven communities, which are dominated by the generally herbivorous and threatened green turtle. Further research should explore additional habitat types that may be important to other marine turtle species. Anecdotal reports from commercial and recreational fishers suggest that threatened loggerheads may be more abundant on deeper reefs. Sponge beds found within the aquatic preserve may also be important to the spongivorous and critically endangered hawksbill turtle. Hard-shelled organisms found within the sponge beds may also be a food source for loggerheads and the critically endangered Kemp's ridley turtles. The relief created by these sponge beds likely provides refuge for green, loggerhead, Kemp's ridley, and hawksbill turtles.

Exploratory survey and capture efforts should document the prevalence of marine turtles in understudied habitats that are associated with marine turtles at other locations in Florida.

##### *3. Utilize marine turtles as an indicator species*

Marine turtles utilize various habitats within the aquatic preserve and are an integral part of multiple ecological cycles. The abundance and health of marine turtles within the aquatic preserve can act as an indicator to the overall health of the preserve that is easily understandable by stakeholders. Paired with other relatable indicators, such as charismatic megafauna (elasmobranchs, manatees), recreational and commercial fish species (scallops, sea trout, redfish), and habitats (hectares of seagrass, sponge bed), stakeholders will be able to understand tangible changes within the aquatic preserve that represent its overall health.

##### *4. Promote collaborative research programs*

Aquatic preserve staff should promote and foster collaborative research within the preserve. Concerted effort should focus on connecting groups working within the preserve to create mutually beneficial projects. This may include sharing data to produce more holistic outcomes or combining similar datasets

to examine larger temporal and spatial trends. Such collaborative work would extend limited budgets and benefit management of the aquatic preserve.

#### 5. *Create education initiatives highlighting the importance of the aquatic preserve*

Educational initiatives should focus on creating in-depth, state education standards-based curriculum that highlight the various species of flora and fauna within the aquatic preserve and the real-world issues affecting the preserve (climate change, marine debris, fishing practices, irresponsible boating, etc.). Engaging educational programs that directly reach students are very effective modes of outreach. Hands-on teaching methods that utilize real world problems have longer retention and a higher likelihood of behavior change than passive teaching (i.e. brochures, signs, didactic presentations).

Charismatic megafauna offer a valuable conduit between the management of the aquatic preserve and its stakeholders. Additionally, students who have an immersive experience share those lessons with their loved ones, increasing the overall educational reach.

#### 6. *Create partnership(s) with tour operators working within the aquatic preserve*

Local sportfishing and eco-tour operators depend on the sustainability of resources within the aquatic preserve. Creating a partnership between the operators, preserve managers, and other stakeholders provides an opportunity to share knowledge between user groups. It creates a communication channel and gives operators a sense of ownership in the management of the aquatic preserve. The partnership should provide an avenue for operators to report concerns to preserve managers. It should also provide voluntary educational opportunities to learn more about flora and fauna within the preserve and conservation challenges within the region. Operators can act as informal educators to share this knowledge with customers visiting the preserve.

#### References

- 1 inwater.org/education/educational-posters
- 2 inwater.org/education/curricula-requests
- 3 Chabot, R. *et al.* A Sea Turtle Population Assessment for Florida's Big Bend, Northeastern Gulf of Mexico. *Gulf and Caribbean Research* **32**, 19-33, doi:10.18785/gcr.3201.05 (2021).
- 4 Perrault, J. R. *et al.* Insights on Immune Function in Free-Ranging Green Sea Turtles (*Chelonia mydas*) with and without Fibropapillomatosis. *Animals (Basel)* **11**, doi:10.3390/ani11030861 (2021).
- 5 McNally, K. L., Mott, C. R., Guertin, J. R. & Bowen, J. L. Microbial communities of wild-captured Kemp's ridley (*Lepidochelys kempii*) and green sea turtles (*Chelonia mydas*). *Endangered Species Research* **45**, 21-36, doi:10.3354/esr01116 (2021).
- 6 McNally, K. L., Mott, C. R., Guertin, J. R., Gorham, J. C. & Innis, C. J. Venous blood gas and biochemical analysis of wild captured green turtles (*Chelonia mydas*) and Kemp's ridley turtles (*Lepidochelys kempii*) from the Gulf of Mexico. *PLoS One* **15**, e0237596, doi:10.1371/journal.pone.0237596 (2020).
- 7 Perrault, J. R., Bresette, M. J., Mott, C. R. & Stacy, N. I. Comparison of whole blood and plasma glucose concentrations in green turtles (*Chelonia mydas*) determined using a glucometer and a dry chemistry analyzer. *Journal of wildlife diseases* **54**, 196-199 (2018).
- 8 Perrault, J. R. *et al.* Potential effects of brevetoxins and toxic elements on various health variables in Kemp's ridley (*Lepidochelys kempii*) and green (*Chelonia mydas*) sea turtles after a red tide bloom event. *Sci Total Environ* **605-606**, 967-979, doi:10.1016/j.scitotenv.2017.06.149 (2017).
- 9 Clarkson, P. M. *Corticosterone and testosterone in two populations of immature Kemp's Ridley sea turtles, Lepidochelys kempii, in the Gulf of Mexico.* (Southeastern Louisiana University, 2016).
- 10 inwater.org/education/traveling-turtles-a-traveling-trunk-program



**National Wildlife Federation**

Gulf Program  
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**Florida Wildlife Federation**

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May 31, 2022

Submitted via email to [FloridaCoasts@FloridaDEP.gov](mailto:FloridaCoasts@FloridaDEP.gov)

Florida Department of Environmental Protection  
Office of Resilience and Coastal Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, FL 32399

**Re: Comments on Nature Coast Aquatic Preserve Management Plan**

To Whom It May Concern:

The National Wildlife Federation (NWF) and Florida Wildlife Federation (FWF) share an interest in habitat conservation through education, advocacy, and science-based stewardship. On behalf of our nearly 7 million members and supporters nationwide and 300,000 supporters in Florida, NWF and FWF are pleased to jointly submit comments for the management plan of Florida's newest aquatic preserve, the Nature Coast Aquatic Preserve (NCAP). Together, we applaud the overall focus that the management plan will provide for people, water, and wildlife including endangered and threatened species such as manatees, green sea turtles and the Gulf sturgeon.

We do, however, find opportunities to strengthen the language of the current draft plan to enhance longer-term planning, incorporate adaptation strategies, and more fully engage with the community. With these opportunities in mind, we present the following recommendations for the final management plan:

- i. **Issue One: Water Resources**
- ii. **Issue Two: Protection and Management of Submerged Resources**
- iii. **Issue Three: Climate Change**
- iv. **Issue Four: Human Dimensions**

**i. Issue One: Water Resources**

As noted in the management plan, "water resource conditions are known to directly affect the health and productivity of Florida's submerged coastal resources." Both the water quality and quantity of the resource should be prioritized in terms of monitoring, improvement and prevention. To this end we recommend incorporating language in the plan that elevates preventative actions to water quality and quantity conditions. For example, we suggest Goal Four, Objective One, be revised to include the following:

**Objective One:** Identify influencing factors outside the immediate Aquatic Preserve boundary contributing to resource degradation and provide support and collaboration to **prevent degradation and** improve conditions when possible.



## ii. Issue Two: Protection and Management of Submerged Resources

Understanding historic and present conditions of the submerged resources within the NCAP is a key baseline to be able to protect and manage the resource. While the associated supporting goals under Issue Two address this, subsequent items should emphasize the use of monitoring data to identify future risks to resources via trend modeling. This information should be used to identify preventative actions to safeguard current quality habitat. Additionally, we recommend that the NCAP coordinate with their neighboring aquatic preserves to support resource management and collaboration.

## iii. Issue Three: Climate Change

Planning for climate change impacts goes beyond being resilient and understanding baselines to guide protections. The highest level of climate change planning works to establish direction and adaptation based on sound science. As such, we recommend that the Climate Change component within the management plan include adaptive management to predict changes in habitat, adapt coastal ecosystems where able (ex. establishing mangrove habitat where salt marshes should not be restored), and utilize informed decision making to respond to trajectories of change. We suggest the management plan incorporate use of the [Resist Accept Direct \(RAD\)](#) framework and establish a [vulnerability/adaptation assessment](#) that utilizes localized data to serve as a guide for management decisions. Specifically, we suggest language in Goal One be revised as follows:

**Goal One:** Ensure that the NCAP remains resilient *and adaptive* to expected impacts from climate change, including tropicalization and climate-induced habitat shifts.

***Integrated Strategy:*** Establish a place-based vulnerability and adaptation assessment using site specific data and models when able to serve as a road map for Resist-Accept-Direct Framework decision making.

Lastly, we recommend that the Climate Change Goals and supporting objectives, strategies, and performance measures prioritize engagement with community stakeholders in addition to steering committee members, scientists, and other selected groups. Similar to how Issue Four: Human Dimensions, focuses on engaging the community collectively we recommend that Climate Change work within the management plan to engage a variety of stakeholders within the community. Specifically, we suggest the following supportive items within the Climate Change section:

***Objective Three:*** Improve community education regarding implications of climate change in the aquatic preserve and of adaptive/resilience efforts.

***Integrated Strategy:*** Engage with conservation elements of County comprehensive plans to reduce and adapt to the impacts of climate change and attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to factors of climate change as they are identified.

***Integrated Strategy:*** Track climate change interaction opportunities and promote behavior changing stewardship through education and other interventions.

**iv. Issue Four: Human Dimensions**

As noted within the current draft, marine debris cause significant harm to the environment. While Goal One specifically includes the aim to “reduce the presence of marine debris” and the supportive Objective Three intends to “reduce marine debris at the source”, neither of the sections address the prevention component of marine debris in terms of stopping the production of litter/marine debris to begin with. As such, we recommend working to minimize creation of marine debris by adding the following as an integrated strategy under Goal One, Objective Three:

***Integrated Strategy:*** Engage with conservation elements of County plans to reduce the creation of litter/marine debris outright and attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to influencing factors of litter/marine debris production as they are identified.

Human degradation of the precious resources of NCAP can be reduced by stringent enforcement of existing rules, especially as to propeller scarring in seagrass beds. Push-pole only areas should be considered as well as increased penalties for law violators. To this end, we suggest revising the following final integrated strategy under Goal Three, Objective Two:

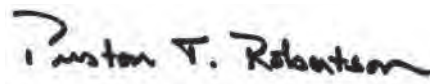
***Integrated Strategy:*** ~~Identify scarring hotspots and determine the best practice to reduce scarring, may include education, pole and troll zones,~~ ***by both creating and enforcing poling only zones and prioritizing*** increased enforcement.

Thank you for your work on the Nature Coast Aquatic Preserve Management Plan. We look forward to the finalization and implementation of the management plan and the further protection and enhancement this will bring to the Nature Coast Aquatic Preserve. NWF and FWF are pleased to engage in the NCAP process and welcome FDEP staff to contact our organizations for additional information about our recommendations. Thank you for receiving and reviewing public comment during this process and for your commitment to protect Florida’s coasts and waters.

Sincerely,



Amanda Moore Director,  
Gulf Program  
National Wildlife Federation  
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Preston T. Robertson  
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## Issue One: Water Resources

### Goal Four: Emphasize upland connections

Objective One: Identify influencing factors outside the ~~immediate~~ Aquatic Preserve boundary contributing to resource degradation and provide support and collaboration to improve conditions ~~when possible~~

Integrated Strategy: Interagency collaboration (notify agency partners of data findings, propose changes to address present or potential future impacts to NCAP, assist in efforts where applicable and possible)

Integrated Strategy: Establish and ~~or~~ host quarterly regional workshops to encourage collaboration and data sharing to improve contributing water quality (e.g., engage with groups like Springs Coast Committee, likely need separate NCAP steering committee)

Integrated Strategy: Participate in decision making process for upriver/inland freshwater influencing actions (TMDL/BMAP/minimum flows and levels/etc.)

Integrated Strategy: Support federal, state, local and non-governmental land acquisition programs to target headwaters and riparian corridors for rivers and streams that discharge into the NCAP.

Integrated Strategy: Develop adaptive management strategies to address and improve water quality components that exceed benchmark/threshold criteria once parameters are set

Commented [AT1]: Not sure what this means. Aren't parameters already set. E.g. the numeric or narrative criteria

### Objective Two: Partner with neighboring/influencing land parcels

Integrated Strategy: Identify and include appropriate adjacent landowners/managers in decision making processes and education/outreach

### Objective Three: Partner with government agencies and committees

Integrated Strategy: Engage with local government natural resource and planning agencies conservation elements of County comprehensive plans to enhance coastal information input (example: fertilizer ordinances, wetland protection)

Integrated Strategy: Participate in decision making process for upriver/inland influencing actions (development, construction, habitat acquisition, watershed activities, etc.)

## Issue Two: Protection and Management of Submerged Resources

Goal One: Assess historical and present condition of submerged resources to guide management decisions within the Nature Coast Aquatic Preserve.

Objective One: Identify and formulate ~~monitoring management~~ objectives relating to historical programs and data gaps associated with submerged resources within NCAP

Commented [AT2]: This is confusing. Are we identifying and formulation management objectives relative to programs and data gaps, or for the resource itself. It seems like the former given the strategies.

Integrated Strategy: Coordinate with agencies / groups currently monitoring submerged resources within the AP

Integrated Strategy: Participate in and/or host interagency collaborative meetings focusing on submerged resources to ensure data gaps and duplicate efforts are addressed and data is shared in a timely manner (e.g., SIMM, SWFWMD, Hernando County)

Integrated Strategy: Assess feasibility of restarting historical data collection at locations that are relevant to maintaining a sound baseline dataset for NCAP

Integrated Strategy: Determine if current sampling efforts are sufficient, and if not, develop and propose a revised plan of action

Objective Two: Identify current and potential future threats and impacts to the natural communities within NCAP

Integrated Strategy: Develop a steering committee of academic experts and resource managers to promote ~~continue sound~~ robust collaboration of efforts and to identify threats and impacts before or as they occur

Integrated Strategy: Coordinate with agencies / groups currently monitoring submerged resources within the AP to ensure threat or impact indicators are being captured in monitoring effort datasets

Objective Three: Determine the current status of intertidal natural resource communities within NCAP

Commented [AT3]: Seems like this objective would logically precede the one above it. REORDER

Integrated Strategy: Assess the need for, and determine the feasibility of, establishing mapping and/or monitoring programs for oyster reef, salt marsh and mangrove island habitats within NCAP

Integrated Strategy: Utilize interagency collaboration to assist with mapping and monitoring of intertidal communities

Integrated Strategy: Participate in and/or host interagency collaborative meetings focusing on intertidal communities (OIMMP, CHIMMP)

Goal Two: To understand, protect, ~~and~~ maintain and existing seagrass resources, and to restore and enhance degraded seagrass resources where these occur.

Commented [AT4]: Not sure if "restore and enhance" belong here since none of the objectives and associated strategies relate to them. Same goes for goal three.

Objective One: To ensure that NCAP maintains a robust seagrass community at documented historic levels that reflects the role of seagrass as a foundation species upon which many other species rely

Integrated Strategy: Complete a comprehensive assessment of the current and historic spatial extent (using GOMA best practices for Tier 1 – spatial extent monitoring) of seagrass habitat and spatially characterize the relative quality of that habitat, including areas of heavy prop scarring

Integrated Strategy: Establish and implement annual submerged aquatic vegetation monitoring comparable to programs utilized by neighboring Aquatic Preserves (using GOMA best practices for Tier 2 – site-based community composition monitoring)

Integrated Strategy: Incorporate research-based indicators of seagrass condition (e.g., above: belowground biomass, tissue stoichiometry, stable isotopes, etc.) into monitoring programs to provide insights and early-warning signs of seagrass stress

Integrated Strategy: Identify, implement, and support research to deepen understanding of seagrass community function along environmental gradients (north-south, inshore-offshore)

Goal Three: Understand, protect and maintain hardbottom (coral/sponge bed) resources, and to restore and enhance degraded hardbottom where this occurs.

Objective One: Protect and manage hardbottom communities to ensure long term survivorship and ecological functions continue within the NCAP

Integrated Strategy: Identify, implement, and support research into ecosystem function and significance of hardbottom communities



Integrated Strategy: Complete a comprehensive assessment of the spatial extent of hardbottom habitat within NCAP (using GOMA best practices for Tier 1 – spatial extent monitoring)

Integrated Strategy: Establish and implement hardbottom community monitoring comparable to programs utilized by neighboring Aquatic Preserves (using GOMA best practices for Tier 2 – site-based community composition monitoring) (i.e., assess coral and sessile invertebrate abundance and composition on hardbottom habitat and analyze monitoring data for trends)

Integrated Strategy: Characterize hardbottom habitats, including areas of special significance and areas of incompatible use

Integrated Strategy: Explore use of spatial management areas including sea turtle, coral, and sponge refugia, areas that are most appropriate for non-consumptive ecotourism, no-anchoring areas, as well as areas where moorings and/or designated anchoring may be provided for sport fishing and non-consumptive tourism

Goal Four: To ensure that the distribution and abundance of macroalgae occurs such that it contributes to the overall health of the NCAP

Objective One: Establish a baseline understanding of macroalgae components of the NCAP ecosystem

Integrated Strategy: Develop a catalog of macroalgal species that occur within NCAP and identify taxa of special concern (e.g., species with nuisance/bloom potential, ecological indicator species)

Integrated Strategy: Explore the use of volunteer-based science programs to monitor the abundance of drifting macroalgae

Strategy: Examine abundances of drifting and attached macroalgae in relation to water quality parameters and compare observations to other systems

Commented [AT5]: Maybe include a strategy to educate volunteers on invasive algae and create an “early warning system,” for potential invasion.

Goal Five: Provide scientific data and information [on submerged resources](#) to Nature Coast communities, businesses, and officials to improve stewardship of the NCAP in decision-making for coastal development and conservation

Objective One: Improve community understanding of submerged resources and factors that impact the Aquatic Preserve

Integrated Strategy: Create and disseminate accurate information via community outreach, media and signage

Integrated Strategy: Upload all data into DEP’s Statewide Ecosystem Assessment of Coastal and Aquatic Resources (SEACAR) database

Integrated Strategy: Collaborate with partners to develop information briefs [on submerged resources](#) with executive summaries that are readily accessible and written for public distribution

Integrated Strategy: Develop appropriate media communications associated with [submerged resource](#) topics of concern to broaden information dispersal

Integrated Strategy: Form a citizen support organization that will support communication and information dissemination

Integrated Strategy: Hold/support workshops on subjects such as shoreline protection, green infrastructure, coastal-friendly living, coastal resilience, and ecosystem services.

Integrated Strategy: Provide educational on-water site visits to the NCAP for community leaders to aid them in making informed decisions about coastal development and conservation

Commented [AT6]: These seem to go to issues beyond submerged resources

Objective Two: Law enforcement engagement

Integrated Strategy: Participate in natural resource education of local and state law enforcement officers.

Commented [AT7]: Same here. Either make them specific to submerged resources or move to an issue that crosses other issues

Integrated Strategy: Develop communication and partnerships with law enforcement officers to assist in identifying and addressing emerging and ongoing resource threats

Goal Six: Preserve, ~~or~~ manage and to improve the conditions of Nature Coast Aquatic Preserve's submerged resources

Objective One: Set a minimum threshold/monitoring criteria/benchmark for seagrass coverage that the system should meet (similar to WQ standards)

Integrated Strategy: Identify/map sensitive seagrass and other submerged habitats like hardbottom sponge communities, and submerged marine vents, for management purposes

Integrated Strategy: Establish baselines of habitats that are linked to water quality such as seagrass, sponges, oyster reefs (distributions, community structure, densities, biomass estimates)

Commented [AT8]: This objective is limited to sea grass, so the strategies to implement it should be similarly limited

Integrated Strategy: Implement adaptive management tools and restoration projects when/if minimum thresholds/benchmarks are under threat

Objective Two: Submerged or intertidal Cultural resource identification and protection

Integrated Strategy: Partner with ~~leading archaeological-federal, and state cultural resources agencies, as well as NGOs and universities entities~~ to ensure cultural resources are accurately documented and protected

Integrated Strategy: Support cultural resource partners in establishing and implementing submerged cultural resource monitoring comparable to programs utilized by neighboring Aquatic Preserves

Commented [AT9]: Do we know that neighboring preserves have programs that should be emulated?

Integrated Strategy: Work with cultural resource partners to identify and address threats to cultural resources from human impacts such as looting, boat wake erosion and other AP user group impacts, and climate change.

Integrated Strategy: Work with partners to incorporate culture resources into law enforcement training.

### Issue Three: Climate Change

Goal One: To ensure that the NCAP remains resilient to expected impacts from climate change, including tropicalization and climate-induced habitat shifts

Objective One: Predict and track climate factors such as sea level rise, increases in sea surface temperature, and alterations in drought/flood cycles

Objective Two: Establish processes to predict and track climate-driven changes in natural communities to guide adaptive management approaches

Objective Three: Address the impacts of climate change on cultural resources

Integrated Strategy: Identify known submerged and intertidal cultural resource sites that may be affected by climate change impacts such as sea level rise and storm damage

Integrated Strategy: Consult with cultural resource partners to determine priorities for documenting and, if warranted, protecting cultural resources sites at risk due to climate change.

Integrated Strategy: Include cultural resources within climate change monitoring and predictive modeling.

## Issue Four: Human Dimensions

Goal Two: Promote diverse, sustainable **uses** of the Aquatic Preserve's submerged natural resources

Objective One: Anticipate impacts related to increased use and identify potential **off site** conflicts/impacts (environmental) like construction, pipelines, development and roadways, etc. and collaborate to mitigate or prevent habitat damage related to increased use/development

Commented [AT10]: This objective seems focused on off site development that may bleed impacts into the AP.

Integrated Strategy: Provide input to **state and** local decision makers on future establishment of access points

Integrated Strategy: Provide education to and support sustainable actions of user groups

Integrated Strategy: Work with subject matter experts to identify specific actions that would prevent/reduce (mitigate) environmental impacts and deliver information to decision makers

Integrated Strategy: Work with decision makers and involved parties to prevent or reduce impacts **from adjacent activities** to preserve resources and water quality **within the AP**.

Commented [AT11]: It seems like the AP should be more proactive here and advance identify future access sites, as well as where they shouldn't be.

Commented [AT12]: This seems geared to on-site impacts

## C.9 / Advisory Committee Meeting #5

The following Appendices contain information about the final advisory committee which was held in order to present public comment and obtain input from the advisory committee about the Nature Coast Aquatic Preserve Draft Management Plan.

### C.9.1 / Florida Administrative Register Posting

#### BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida announces a public meeting to which all persons are invited.

DATE AND TIME: Thursday, May 26, 2022, 10:00 a.m. – 3:00 p.m.

PLACE: Plantation Inn, Magnolia Room B, 9301 West Fort Island Trail, Crystal River, FL 34429

GENERAL SUBJECT MATTER TO BE CONSIDERED: The Nature Coast Aquatic Preserve Management Plan Advisory Committee is meeting to discuss possible revisions to the the draft Nature Coast Aquatic Preserve Management Plan and review comments received at the public meetings on Thursday, May 19, 2022, and Tuesday, May 24, 2022. Information on the Nature Coast Aquatic Preserve can be found at <https://floridadep.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>. The management plan is available at <http://publicfiles.dep.state.fl.us/CAMA/plans/Nature-Coast-AP-Management-Plan-DRAFT.pdf>

A copy of the agenda may be obtained by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 48 hours before the workshop/meeting by contacting: Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

#### REGIONAL PLANNING COUNCILS

##### Central Florida Regional Planning Council

The Central Florida Regional Planning Council announces a public meeting to which all persons are invited.

DATE AND TIME: May 11, 2022, 10:00 a.m.

PLACE: Central Florida Regional Planning Council, 555 East Church Street, Bartow, FL 33830

GENERAL SUBJECT MATTER TO BE CONSIDERED: Regular meeting of the Central Florida Regional Planning Council (CFRPC) Finance Committee to review annual budget items.

A copy of the agenda may be obtained by contacting: April Dasilva at (863) 534-7130, ext. 129 or at [adasilva@cfrpc.org](mailto:adasilva@cfrpc.org).

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 3 days before the workshop/meeting by contacting: April Dasilva, Program Coordinator, at 1(863)534-7130, ext. 129 or at [adasilva@cfrpc.org](mailto:adasilva@cfrpc.org). If you are hearing or

speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

For more information, you may contact: April Dasilva, Program Coordinator, at 1(863)534-7130, ext. 129 or at [adasilva@cfrpc.org](mailto:adasilva@cfrpc.org).

#### WATER MANAGEMENT DISTRICTS

##### Suwannee River Water Management District

The Suwannee River Water Management District announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, May 10, 2022, 9:00 a.m.

PLACE: District Headquarters, 9225 CR 49, Live Oak, FL 32060

GENERAL SUBJECT MATTER TO BE CONSIDERED: Governing Board Meeting, Workshops, Public Hearings, and/or Committee Meetings. Consideration of Suwannee River Water Management District business. All or part of this meeting may be conducted by means of communications media technology.

GoTo Webinar information regarding viewing of and participation in the meeting will be available on the District's website at [www.mysuwanneeriver.com](http://www.mysuwanneeriver.com).

A copy of the agenda may be obtained by contacting: (386)362-1001 or 1(800)226-1066 (Florida only) or on the District's website at [www.mysuwanneeriver.com](http://www.mysuwanneeriver.com), when published.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 2 days before the workshop/meeting by contacting: (386)362-1001 or 1(800)226-1066 (Florida only). If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1(800)955-8771 (TDD) or 1(800)955-8770 (Voice).

If any person decides to appeal any decision made by the Board with respect to any matter considered at this meeting or hearing, he/she will need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence from which the appeal is to be issued.

#### WATER MANAGEMENT DISTRICTS


##### St. Johns River Water Management District

The St. Johns River Water Management District announces a public meeting to which all persons are invited.

DATE AND TIME: Tuesday, May 10, 2022. The Governing Board meeting will begin at 10:00 a.m.



## C.9.2 / Advertisement Flyer



# Nature Coast Aquatic Preserve Management Plan

## Public Meetings

6 to 8 p.m. EDT  
Thursday, May 19, 2022

Virtual Meeting:  
FloridaDEP.gov/  
NCAP-Meeting2

6 to 8 p.m. EDT  
Tuesday, May 24, 2022

Plantation Inn,  
9301 West Fort  
Island Trail,  
Crystal River, FL 34429

10 to 3 p.m. EDT  
Thursday, May 26, 2022


Plantation Inn,  
9301 West Fort  
Island Trail,  
Crystal River, FL 34429

The management plan for Nature Coast Aquatic Preserve is in the process of being updated by the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection. Members of the public are invited to attend a meeting from 6 to 8 p.m. EDT, Thursday, May 19, 2022, or a meeting from 6 to 7 p.m. EDT, Tuesday, May 24, 2022, to learn about the proposed plans for the preserve and provide comments and an advisory committee meeting on Thursday, May 26, 2022 from 10 a.m. to 3 p.m. to review the plan, suggest edits, and review the comments from the public.


To view the draft, please visit <http://publicfiles.dep.state.fl.us/CAMA/plans/Nature-Coast-AP-Management-Plan-DRAFT.pdf>. Copies also may be obtained by emailing [FloridaCoasts@FloridaDEP.gov](mailto:FloridaCoasts@FloridaDEP.gov). Additionally, the public is invited to submit comments to the Office of Resilience and Coastal Protection at [FloridaCoasts@FloridaDEP.gov](mailto:FloridaCoasts@FloridaDEP.gov) by June 9, 2022.

To learn about Nature Coast Aquatic Preserve, visit <https://FloridaDEP.gov/rcp/aquatic-preserve/locations/nature-coast-aquatic-preserve>.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the agency at least 48 hours in advance by emailing Joy Hazell at [jhazell@ufl.edu](mailto:jhazell@ufl.edu). If you have a hearing or speech impairment, please contact the agency using the Florida Relay Service, 800-955-8771 (TDD) or 800-955-8770 (voice).



Scan to  
learn about  
Nature Coast  
Aquatic Preserve



The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection (RCP) manages more than 4.9 million acres of submerged lands and coastal uplands. RCP manages 42 aquatic preserves and three national estuarine research reserves and oversees programs to protect and conserve beaches, coastlines, waterways and Florida's Coral Reef.

### C.9.3 / Newspaper Advertisement

#### Citrus County Advertisement

##### **Nature Coast Aquatic Preserve (NCAP) Mgt Plan Public Meetings**

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida invite all persons to the public meetings being held Thursday, May 19, 2022 (Online) and Tuesday, May 24, 2022 (In-person) in preparation for the Mgt Advisory Committee Meeting on Thursday, May 26, 2022 (In-person). More information on these and the management plan can be found at <https://FloridaDEP.gov/NatureCoastAP>.

#### Hernando County Advertisement

##### Nature Coast Aquatic Preserve Mgt Plan Public Meeting

Thursday, May 19, 2022 (Online). More information can be found by visiting: <https://floridadep.gov/rcp/aquatic-preserve/content/33254-nature-coast-aquatic-preserve-mgt-plan-public-meeting> and registration for this meeting is available at: <https://FloridaDEP.gov/NCAP-Meeting2>.

Tuesday, May 24, 2022 (In-person). More information can be found by visiting: <https://floridadep.gov/rcp/aquatic-preserve/content/33253-nature-coast-aquatic-preserve-mgt-plan-public-meeting>.

The draft of the management plan can be accessed at: <https://publicfiles.dep.state.fl.us/CAMA/plans/Nature-Coast-AP-Management-Plan-DRAFT.pdf>



## Pasco County Advertisements

### **Nature Coast Aquatic Preserve (NCAP) Mgt Plan Public Meetings**

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida invite all persons to the public meetings being held Thursday, May 19, 2022 (Online) and Tuesday, May 24, 2022 (In-person) in preparation for the Mgt Advisory Committee Meeting on Thursday, May 26, 2022 (In-person). More information on these and the management plan can be found at <https://FloridaDEP.gov/NatureCoastAP>.

5/11/2022

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### **NATURE COAST AQUATIC PRESERVE (NCAP) MGT PLAN PUBLIC MEETING**

The Florida Department of Environmental Protection's Office of Resilience and Coastal Protection and the University of Florida invite all persons to the public meetings being held **Thursday, May 19, 2022 (Online)** and **Tuesday, May 24, 2022 (In-person)** in preparation for the Mgt Advisory Committee Meeting on **Thursday, May 26, 2022 (In-person)**. More information on these and the management plan can be found at <https://FloridaDEP.gov/NatureCoastAP>.

## C.9.4 / Meeting Summary

### **Nature Coast Aquatic Preserve Management Plan Development Final MAC Meeting May 26<sup>th</sup>, 2022**

### **Meeting Report**

#### Overview

Thursday, May 26, 2022, the Nature Coast Aquatic Preserve (NCAP) Management Advisory Committee (MAC) Meeting convened on in person at the Plantation Inn in Crystal River. Convener, Florida Department of Environmental Protection (FDEP), lead facilitator Joy Hazell and the NCAP process team designed and facilitated the meeting (Appendix A, Agenda).

The MAC, which is made up of state government agency staff, University of Florida faculty, local business owners, and non-governmental organization employees, attended the meeting (Appendix B, Meeting Participants/Management Advisory Committee). The meeting objectives were to:

The meeting objectives were to:

- Build community and trust among group members.
- Gather input to the Nature Coast Aquatic Preserve Draft Management Plan

### Welcome and Introductions

The meeting began with introductions of the NCAP process planning team and the management advisory council. The facilitator clarified the management plan process development goals:

- Build community and trust between group members
- Incorporate input from two public meetings into management plan

### Revisions to the Plan and Incorporating Public Input

After the welcome MAC members were given suggested revisions to verbiage in various goals based on their or the public's comments. All goal revisions can be found in the management plan.

The MAC members were then split into 4 small groups and each group was given a specific Issue to revisit and determine how the public input they received should be incorporated into the plan. Each group visited two of the Issues. Results of this activity can be found in Appendix C.

### Closure

Mac members were thanked by the DEP and UF team for their time, dedication and passion for the NCAP and the management plan development process and reminded of the timeline for final approval of the plan.

- Final comments via email by June 9<sup>th</sup>
- Final draft of management plan submitted – July 6<sup>th</sup>
- Acquisition and Restoration Council (ARC) Meeting – October 14th, Tallahassee
- Plan goes to Board of Trustees for final approval

### Appendix A. Agenda

|                 |   |
|-----------------|---|
| <b>10:00 am</b> | <b>Welcome, Introductions and Setting the Stage</b> |
| <b>10:30 am</b> | <b>Suggested Revisions</b>                          |
| <b>11:00 am</b> | <b>Priority Comments Rounds 1 and 2</b>             |
| <b>Noon</b>     | <b>Lunch</b>  |
| <b>1 pm</b>     | <b>Priority Comments Round 3 and 4</b>              |
| <b>2:00 pm</b>  | <b>Recap and Next Steps</b>                         |
| <b>2:45</b>     | <b>Celebrate and Adjourn</b>                        |

### Appendix B – Participant List

| <b>First Name</b> | <b>Last Name</b> | <b>Organization</b>                               |
|-------------------|------------------|---|
| <b>Thomas</b>     | Ankersen         | University of Florida                             |
| <b>Savanna</b>    | Barry            | University of Florida/IFAS/Extension              |
| <b>Anna</b>       | Braswell         | University of Florida                             |
| <b>Steve</b>      | Brinkley         | Florida Fish and Wildlife Conservation Commission |
| <b>Melissa</b>    | Charbonneau      | Pasco County                                      |



|                 |            |   |
|-----------------|------------|---|
| <b>Morgan</b>   | Edwards    | University of Florida                             |
| <b>Justin</b>   | Grubich    | Pew Charitable Trusts                             |
| <b>Jamie</b>    | Hammond    | University of Florida                             |
| <b>Frank</b>    | Kapocsi    | Homosassa River Alliance                          |
| <b>Joyce</b>    | Kleen      | U.S. Fish and Wildlife Service                    |
| <b>Keith</b>    | Kolasa     | Hernando County                                   |
| <b>Anna</b>     | Laws       | Florida Fish and Wildlife Conservation Commission |
| <b>Charles</b>  | Morton     | Hernando Waterways Advisory Committee             |
| <b>Joyce</b>    | Palmer     | U.S. Fish and Wildlife Service                    |
| <b>Earl</b>     | Pearson    | Florida Department of Environmental Protection    |
| <b>Kristie</b>  | Perez      | University of Florida                             |
| <b>Barbara</b>  | Roberts    | Florida Department of Environmental Protection    |
| <b>Brittany</b> | Scharf     | University of Florida/IFAS/Extension              |
| <b>Michael</b>  | Shirley    | Florida Department of Environmental Protection    |
| <b>William</b>  | Toney      | Charter Captain                                   |
| <b>Madison</b>  | Trowbridge | Southwest Florida Water Management District       |
| <b>Marnie</b>   | Ward       | University of Florida/IFAS/Extension              |

**Nature Coast Aquatic Preserve  
Management Plan  
MAC responses to Public Comments  
Consolidated  
May 25<sup>th</sup>, 2022**

**Issue One: Water Resources**

**Priority Comments**

(content provided by the Public that MAC agreed needs to be incorporated into MP)

1. Adaptive – shift sites to get info/catch changes - **Goal 3 Objective 1- Maybe issue temporary response to environmental threats and do additional sites/analytes (Add this to a strategy).**
2. Carbon in sediment - holding more sugars – **Sediment belongs in Issue Two – Submerged Resources**
3. There definitely needs to be an educational outreach component to this. Since this is one of the last 'true Florida' ecological areas, it's important to get students out there to see that. – **Needs to be a broader focus in HD (add Objective)**
4. Students and families, professors/teachers collecting data and doing studies and providing information - volunteer data collection that is organized – **add wording to Goal 1, Objective 1 to include 'collaborate' / Goal 4, Objective 2 – language about land owners not parcels**
5. is there an established database to bring together the different WQ efforts/data for easily access? (if not consider building off UF WQ database?) – **Add more information about SEACAR**

**MAC General Comments:**

1. Analyze historical data and establish trends, In goal 1
2. Data gaps should also include parameters (DNA, nutrient species, caffeine, isotopes). Is frequency sufficient?
3. Modeling, correlation analysis (ex. With submerged resources)
4. Determine "fate" of nutrients (Soil, periphyton, macroalgae, seagrass)
5. Porewater also important

### **Incorporated in Plan**

(content present in Chapter 4 as ISs or PMs, or content addressed in MP Plan Body)

include identifying new/emerging technologies to gather data more easily & cost effectively (to streamline future process) - i.e. that broader areas, potentially without staff, etc.

include action steps when degradation is detected

What happens/monitoring, what triggers action

Lacking info on soil and substrate below the preserve.- **May be too broad where covered**

Establish background data on soil and substrate

Goals of the plan should be to establish baselines of water quality, quantity, submerged resources and soils

Plankton monitoring

Great deal of discussion on needs for identification in WQ tasks, can we add more specific language around protection tasks related to WQ?

What about language for improvement of WQ (over preservation)?

look at partnering with existing WQ monitoring programs?

(Bonefish Tarpon Trust) Support for understanding the baseline. Critical to understand changes and address them.

Citizen science

Civic involvement 5 – 21 years

Upland connections – road construction, have these issues been rectified

Oversight of construction permit

Signage re types of boats/motors that can go in certain areas

ID/Include adjacent business

TMDLs

Citizen science – RBNERR model

Partner with county commission

Saltwater intrusion/septic/stormwater monitoring

### **Outside AP Purview**

(content previously discussed by MAC and OMITTED as part of the Issues section, or outside AP purview)

Would like to see SWFWMD be more proactive with sharing their monitoring results

Analyze the improvements from the septic to sewer project in Citrus

Retaining pond feeding fish kills in Homosassa

Scallop monitoring

Oyster monitoring

Water quality sampling for smaller creeks

Decrease fertilizer

Exotics Ozello mangroves choked with Brazilian pepper – citizen involvement help for public

Trends and changes – SWFWMD MFLs keep increasing water being taken out of springs

Watershed plan for tri-county – tie watersheds to share info, watershed planning body, partner w/agencies, partner broader watershed

# scallopers go every day and get limit

### **General Comments**

Very concerned about salinity increasing and springs reversing flow

(BTT) Knowing what's there and what's needed is critical. Knowing what needs there are for support groups/partners to advocate for (specific as possible) is most helpful for stakeholders

Grants for citizen monitoring – sea grant?

love the students being actively involved...funding for both!

I think the uplands connection is important. If there's a way to coordinate springs protection and NCAP. That would be helpful.

Possible dead zone forming in NCAP?

Possible emerging contaminants affecting people

The water source within a canal system such as Hernando Beach, Sea Pines, and Hudson are primarily from the Gulf so it would seem logical that any pollution (or nutrient) discharge into the waters would be within the overall concern to the NCAP. However, the jurisdiction would probably be with DEP

The Weeki Wachee is already an Outstanding Florida Waterway so I believe here is policy in place that protects the water quality. It is beyond the purview of the NCAP but cooperation with DEP and SWFWMD should be a given.

explicitly state that we will work with other APs

clarify boundaries as well as other agencies

Suggest Hernando County as base for NCAP

Prioritization is critical (as early as possible) - Overall & with each issue, otherwise more goals and objectives will not be achieved

there are multiple preserves and other protected areas and it is not clear if all areas in between are being protected, for example (3Ws)

Wawa filled spring

Inland water quality affect sea grass

Wake an issue

SWFWMD – not proactive w/ sharing data with stakeholders



How do we determine if current sampling is sufficient  
Is monitoring enough to determine if goals are being met?  
Only get peoples attention when close beaches  
Red dye in mulch – what is it

## Issue Two: Protection and Management of Submerged Resources

### Priority Comments

(content provided by the Public that MAC agreed needs to be incorporated into MP)

1. Protect = education and enforcement...as well as protect, not anchoring on sensitive habitat, not collecting prohibited species – **Check plan for anchoring and mooring terminology. Incorporate both where present**
2. Pole and troll zones - there is a push to try to establish these in areas of high damage around St. Martin's Keys – **Covered in Human Dimensions Covered (Include mapping in HD); HD – Further identify and map hot spots to justify management decisions**
3. Tour operators as first line educators – **include strategy – Blue Star Guide program for captains?**
4. Vacation rentals – **place for education on aquatic preserve G5 I1 IS1 – include / diversify the materials and distribution; 11 and 12 go hand in hand. May be able to make into a PM**
5. Strategy – hot spot plan for restoration and enhancement – identify areas to restore and have a plan to take advantage of grants or tap into compensatory mitigation projects
6. Education in schools including upland areas
7. Develop plan for school education
8. Merit badge program for boy scouts
9. Connect with STEM coordinator in schools to get Aquatic Preserve information into schools
10. Laminated instructions in all rental boats/public ramps – what lives in seagrass, don't tear it up, sponge community
11. Share example education programs across counties – **Same as below and Hook line and thinker Support existing programs**

12. Education of next generation/new citizens/boaters/rental boaters and Education in public schools about what is under water – **See comment above**

**Incorporated in Plan**

(content present in Chapter 4 as ISs or PMs, or content addressed in MP Plan Body)

Law enforcement supervision during scallop season for environmental and human safety

Especially important to cross-sectors (agencies, government, municipality, etc.) to achieve desired results

How do we measure if goals or objectives are achieved? (Any strategies that do not have a timeline or achievable measure should be updated)

Cultural resource mapping disclosure - Could ask for legislative exemption for those.

Florida Heritage Monitoring Scouts - partnership with APs statewide. Is an opportunity for partnership to document and identify, pre-established program. Avenue for cultural resource goals

Include invasive species management

Have actions for when invasive species are identified

(BTT) Key to understanding is the baseline of where we are on the habitat components. At a minimum we need to maintain seagrass and hardbottom (Preston seconded)

I think you'll need a significant education component in addition to enforcement on the prop scarring issue. This goes back to the communications plan for the roll out (and ongoing info).

Would love to see language about cultural resources. Applicable to monitoring and getting baseline data and educating law enforcement - add cultural resources with all of these things

Better marking of areas

Goal 5/Obj 1 – great objective but how will it be done

Understand and if necessary address boat anchoring and people getting out of boat into resource

Evaluate if there is enough law enforcement

Mangroves should be included in Issue 2

Include underwater archeological sites

Ways to reach county commissioner – engagement plan

**Outside AP Purview**

(content previously discussed by MAC and OMITTED as part of the Issues section, or outside AP purview)

Is fisheries included in the submerged resources? What types of marine life are included? What about bivalves and other species? (tied to mapping question also)

Marine mammals aren't part of the goal

Concern: Law enforcement of shrimping related to location (because at night & close to coast - no enforcement) / Additional concern that their equipment is damaging bottom (not performing to specifications)

Include invasive species management

Grant research on uses of Brazilian pepper to incentivize removal

### **General Comments**

utilize established partnerships such as with BBSAP and the Florida Public Archaeology Network...regarding monitoring of cultural resources. Rather than the idea of protection we should seek more to monitor changes over time

Are there currently any plans in place to investigate the historical resources that are submerged?

How much of the preserve has been mapped?

Need to map, understand, protect, educate, enforce etc.

Consider that seagrasses are being lost in other parts of the state making this area more important. Should expansion be a goal. Recognizing relationship with nutrient pollution

sunshine law doesn't apply to prehistoric cultural resources

Tour guides/operator/fishing guides use or are required to use power pole as example

prop scarring - are there going to be rules and regs about jet drives, propeller guards to prevent scarring

FWC Conversation: 1) More FWC, 2) Coordinating with FWC to make sure we have names and contacts for officials in enforcement (Preston seconded), 3) I also agree with increasing FWC officer presence. 4) FWC are good partners but they have very limited resources, only 2 officers patrolling at any one time is not enough

What do we mean by protect hard bottom communities?

Identify, map and mark and/or remove/relocate large rocks for recreational boaters for navigational safety.

Look into increasing the penalties for propeller scarring, the present penalties are not stopping the damage

if there are additional needs for mapping or other programs making specific needs known to partners will help them advocate for them (Preston seconded)

Any time \$ to be made off natural resources, mother nature loses, need to strike a balance

Pollution, springs collapsing, or even trying to restore parts of the preserve could effect historical and cultural resources there. I just hope someone records the historical and cultural resources there before anything is changed.

I understand that this plan is to protect and preserve the natural resources, but has anyone considered that a change in the chemical composition of the water or soil could damage the historical resources there?

Education is most important

Without increased funding for Law enforcement things won't get accomplished

Documentary on NCAP – channel 3

Require boaters to have license

College level requirements in environmental classes

31 years ago – lot less people

Salinity - would like to know the changes in the salinity in the past 30 years and effects on springs, manatee drinking water

Would like to see FWC have a partnership with commercial fishers to find out more about what is really happening out there - collecting knowledge/data from commercial fishers about concerning patterns (example: dolphin behavior after oil spill)

are there reductions in larger fish being landed in the area?

very frustrated at the degradation of natural resources in this generation, springs are collapsing.

spotlights / bright lights affecting birds - light pollution an extremely concerning aspect

### Issue Three: Climate Change

#### Priority Comments

(content provided by the Public that MAC agreed needs to be incorporated into MP)

1. CC w/SLR can affect cultural resources as well so make it specific. – **add Cultural Resources to this section; yes, add – obj 2 might be a good place**
2. Use cultural sites as part of the baseline data - pick areas they want to track that are on or near a cultural site. – **Objective 2: after natural communities, add cultural resources**
3. Integrate disaster mitigation/recovery plans from counties - Develop one for NCAP – necessary for FEMA money, may include property buyout, include vessel removal after hurricane – **needs to be incorporated, not sure where; Already mostly covered, derelict vessel mentioned**
4. Fish kills are an issue, need to clean up quickly – work with other agencies – **include this with disaster mitigation/recovery plan; general comment**
5. Accurately define high tide mark – regularly reassess - **Use shoreline change, not mean high tide. Include tides and not just sea level rise. Changes in amplitude (regular, king); Outside purview**
6. Monitor shoreline changes including island size – **Same as 5; Already Captured**
7. Improve tide models – **Same as 5; outside scope**
8. Use Environmental DNA for monitoring – **General Comment; Use emerging technologies/genetic tools, include/add**



9. Track changes including tree loss due to salt water intrusion plus invasive species – covered; **Objective 2 add strategy 1: Hammock to salt marsh / habitat succession**
10. Work with local landowners to establish salt marsh corridors - habitat modeling and floodplains. – general comments; **add to plan; gather supporting information on SLR/habitat changes for education purposes**
11. modeling to identify areas where living shoreline projects would be most effective – **general comment; Include where appropriate shoreline enhancement/interventions**
12. Also coordinate with NOAA on monitoring/modeling/predictions. – **covered: add NOAA to objective 2 / strategy 2**

#### **Incorporated in Plan**

(content present in Chapter 4 as ISs or PMs, or content addressed in MP Plan Body)

Include schedule, how often it will be done

Impacts from storms/hurricanes is not mentioned here

Look for guidance broadly – DEP resources, look outside of FL including NOAA

performance metrics should include vulnerability assessment if feasible

Monitor for any invasive species moving north with tropicalization

How are we partnering with others that share our same watershed? (And taking into account what is happening around us)

What will be done about it? i.e. can we include somehow actions to be taken in mitigation of climate change by AP and/or citizens/supporters

Include tracking stony coral tissue loss disease

Collaborate with FWC to include animal migrations (ex manatees, pythons)

Collaborate with more universities, not just UF

Collaborate with folks working in upland adjacent area and springs flow

Address boat activity impacts on living shorelines/erosion

Marsh needs room to migrate, may need to work with other agencies

#### **Outside AP Purview**

(content previously discussed by MAC and OMITTED as part of the Issues section, or outside AP purview)

Major concern about invasive species that are sold in Florida - plants and aquatic species. Plant nurseries frequently have invasive plants for sale, that should be addressed

Think about food webs/impacts on other species associated with tropicalization (snook)

Monitor spring flow  
Increase Brazilian pepper management  
Eelgrass restoration projects  
Deal better with flooding including stormwater management  
Stringent policies on seawalls, promote living shorelines  
  
Include canals, use oysters to deal with nutrients  
Use nutrient/fertilizer bans  
Increase hog management

### **General Comments**

assisted evolution for species to be more resilient to changes in our environment  
As SLR increases - the hydric soils are encroaching into uplands that is making habitat for invasive and mangroves - any interaction with DEP to address the new habitat for mangroves where people hadn't had to deal with it before  
High tide and nuisance flooding, winter storms/fronts also could be a focus  
  
Baseline is key here  
  
Effectively publicize findings  
  
Sawgrass restoration projects for shoreline stabilization  
  
Determine accuracy of data and use it to solve problems – simple plan  
Climate change is a charged term – protect, restore, retain infrastructure/natural resources  
Tides are stronger – monitor as part of SLR  
Monitor sunny day flooding  
Mangrove type matters – monitor changes  
Goals should include action, not just documenting, ex super corals can survive hot water, oysters tolerant of salinity, ex. Collaborate with university  
Educate property owners, promote living shorelines  
Signage/infrastructure should be able to withstand storms

## **Issue Four: Human Dimensions**

### **Priority Comments**

(content provided by the Public that MAC agreed needs to be incorporated into MP)

1. Goal 3 mentions restoration but obj and strategies are all focused on reduction, not restoration – **mention restoration in obj/strategies especially who could carry it out like friends groups/citizen sci,**
2. Goal 3 – identifying areas and assessing severity – we already know river mouths are hot spots and scallop season is a major driver. Length of season too long? – boater/scalloper education, they prefer low tide – grass beds with motor down and leave prop scars -**add as education**
3. Mention cultural resources - can be well put in with the planning for future impacts and law enforcement training - **add “cultural” to G2, O2 in front of “natural”**
4. Promote more community involvement – especially youth - **check suggested language in issue 2 to see if it fits better here**
5. Specific list of partners and their expertise where they can best help – needs leadership/community involvement - **included in another chapter / appendix**
6. GIS layer that FL master site file has for specific land management area that has all known sites - Rachael Kangas - **provide this info to FWC LE, reach back out to Rachel**
7. Work closely with NOAA/FWC Marine Debris Programs. - **partnership / add mention**
8. What about installing baffle boxes that catch nutrients & trash before it gets into the water? Is there anything in the plan covering prevention? (even from a partnership perspective) - **add as partnership**

#### **MAC General Comments:**

There are items in the outside AP purview section that will still be important to pull out (even if AP does not have “power” related to them), so review!

Oil spill readiness could be something missing!! (Rapid response, disaster preparedness, event-based monitoring)

possible gap = social science research

possibly add an objective here

emphasize friends’ group + “steering” committee

#### **Incorporated in Plan**

(content present in Chapter 4 as ISs or PMs, or content addressed in MP Plan Body)

Goal three is really education, marking, enforcement, that is how you get things done

Is there a baseline for trash collected at individual places? How much trash and what is the trend?

Boater safety adding more environmental information about prop scarring and other impacts

Road construction oversight

Other industries – leeching/mining

Spring flows and MFL considerations – additional weight should be given to waters flowing into an AP – spring water bottling concerns

### **Outside AP Purview**

(content previously discussed by MAC and OMITTED as part of the Issues section, or outside AP purview)

90-day scallop season, huge number of boats, leading to seagrass scarring. Need to get a balance between scallop season and preventing seagrass scarring. Perhaps shortening season

Upland - rain gardens, rain barrels, proper management of stormwater definitely should address

What is upland does not stay upland - work to solve pollution/trash issues before it gets downstream

Many septic tanks may be below mean high tide elevation wide – NCAP purview

Ridge road (Pasco) impact on upland areas is huge – 4 lane road to I75 or I4

Pasco county – Moffit center medical complex development, need to ensure correct water management

Lawns and run off/fertilizer missing

Septic tanks and stormwater run off

Mangrove cutting/trimming illegally esp new residents

### **General Comments**

Cross reference info with USCG area contingency plan

Chuck Mortan has ideas signage / education material for boating / prop scarring

Are monofilament recycling bins still in use? (Answer: Yes. Sentiment: Could/should there be similar receptacles for other debris? i.e. all actions make a difference)

Does this prevent counties from submerging items to be used as fish attractors?

Sit in on USCG area contingency plan group and they talk about damage to env. and shore features as a result of vessel accidents etc. can you get mitigation for resource damage?

Working more with youth on environmental awareness and stewardship

Create a mooring ball field in the scallop grounds

Monofilament recycling/collection tubes at access points – also access points have trash cans

Poster w/proper scar and the bill for boat damage and show people what lives in seagrass

Make a video similar to “manatee manners” for seagrass/boating rental and boat sales distributors



And education, education, education...

Invasive species spreading by gear/equipment

Rental boats/education – follow routes they should not go

Promote poll/troll areas in heavily impacted areas like St. Martins keys

Citations from FWC are no more than traffic violation – very low cost to boater, may not be a deterrent, some just consider it “cost of day on the water”

Like idea of working with decision makers – specificity to say is this meeting attendance at BOCC or is it getting commissioners on the water which would be best

Maybe restoration plan would help focus projects

In the keys (FK Comm fishing) partner with FWC/State to go collect derelict gear

Groups of divers good partners, things like lionfish roundups

Septic tanks in Hudson lead to beach closures, fecal coliform, county was going to remove but so far hasn't

Viruses from septic tanks in Chaz – USF study early 2000s – polio/enterovirus found) started to look more at sewer after that

Legacy of old/not raised septic systems – replacements/upgrades planned?

Preserve should be focused on connection to sewers becoming available in crystal river, Homosassa

BOCC – wastewater treatment, compel sewer connection

BMAP involvement – some of this falls under Priority Focus Areas, could help with ordinances

Marine debris is mostly coming from upland sources so should just focus on debris in general

Villages – water pumping/development Pasco/Hernando

Evaluate if there is enough LE

Many derelict vessels sit for a very long time and no action is done

I think these are good goals

Is there a possibility of unknown uses of seagrass like direct harvest for human consumption causing decline?

Piney Point and other disaster incidents - what can actually be done about these? very frustrating - are we wasting our time?

enforcement of impacts to seagrass is essential / key for success

## Appendix D / Goals, Objectives, and Strategies

### D.1 / Current Goals, Objectives, and Strategies Budget Table

The following table provides a cost estimate for conducting the management activities identified in this plan. The data is organized by year and Management Program with subtotals for each program and year. This draft budget outline contains a rough cost estimate of needs for the Nature Coast Aquatic Preserve Management Plan. The purpose of this table is to aid in final discussions associated with adopting this plan and revision is expected prior to the plan being signed by the Board of Trustees. The following represents expected budgetary needs for items such as field operations, education and outreach materials, and travel support managing the resources of the aquatic preserve. This budget was developed using data from the Office of Resilience and Coastal Protection (ORCP) and other cooperating entities, and is based on actual costs for management activities, equipment purchases and maintenance, and for development of fixed capital facilities. This budget assumes optimal staffing and vehicle/vessel levels and does not include the costs associated with staffing such as salary or benefits nor costs related to vehicle or boat purchases. Budget categories identified correlate with the ORCP Management Program Areas. The Funding Source column depicts the source of funds with “S” designated for state, “F” for federal, and “O” for other funding sources (e.g. non-profit groups, etc.). Dollar figures in red font and italics indicate funding not available at this time.

| Goals, Objectives & Integrated Strategies   | Management Program  | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|---|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Issue 1: Water Resources</b>   |   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Goal 1:</b> Assess and define water quality and quantity monitoring needs.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> Identify existing water quality monitoring programs, catalog the parameters being recorded and identify essential data gaps within the NCAP and its contributing tributaries.         |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Communicate with partners, like Southwest Florida Water Management District, to determine current and historical locations of continuous water quality monitoring station locations within the NCAP.                  | Ecosystem Science   | 2022-2023                     | As needed            | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Communicate with partners, like DEP's Division of Environmental Assessment and Restoration (DEAR), to determine current and historical locations of water quality nutrient monitoring site locations within the NCAP. | Ecosystem Science   | 2022-2023                     | As needed            | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Identify and compare nutrient monitoring efforts with partner efforts, like DEP's DEAR nutrient monitoring program, to determine overlap/gaps.  | Ecosystem Science   | 2022-2023                     | 1                    | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 4:</b><br>Identify and collaborate with citizen science programs collecting relevant data within the NCAP.  | Ecosystem Science   | 2024-2025                     | Ongoing              | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 2:</b> Identify and formulate options relating to historical programs and data gaps associated with water resources within the aquatic preserve boundaries and its contributing tributaries. |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Assess feasibility of restarting historical data collection at locations that are relevant to maintaining a sound baseline dataset for the NCAP.  | Ecosystem Science   | 2020                          | 1                    | No additional cost            | S              |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Determine if current sampling efforts are sufficient, and if not – develop and propose a revised plan of action.  | Ecosystem Science   | 2022-2023                     | 2                    | \$10,000                      |                | \$10,000    | \$10,000   |            |            |            |            |            |            |            |            |

| Goals, Objectives & Integrated Strategies   | Management Program   | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|--|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
|   | <b>Goal 2:</b> Expand strategic long-term continuous water quality monitoring efforts within NCAP to assist in the identification and future management of issues relating to the aquatic preserve's submerged resources.  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> Establish a reliable baseline dataset to assess and monitor water quality within the Nature Coast Aquatic Preserve.  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Identify appropriate continuous water quality monitoring station locations.   | Ecosystem Science  | 2023-2024                     | Ongoing              | \$500                         |                |             | \$500      | \$500      |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Apply for appropriate funding sources to obtain necessary equipment, as well as maintenance supplies, to install and maintain an appropriate number of continuous water quality monitoring stations.  | Ecosystem Science  | 2023-2024                     | Ongoing              | \$65,000                      |                |             | \$185,000  | \$35,000   | \$35,000   | \$35,000   | \$35,000   | \$185,000  | \$35,000   | \$35,000   | \$35,000   |
| <b>Strategy 3:</b><br>Coordinate with appropriate agencies to determine if the installation of supplemental equipment (e.g., flow meters) at continuous monitoring stations is needed to assess water quantity or other supplemental parameters where applicable. | Partnering (Ecosystem Science)   | 2024-2025                     | As needed            | \$500                         |                |             |            | \$500      | \$500      |            |            | \$500      | \$500      |            |            |
|   | <b>Goal 3:</b> Ensure that NCAP waters meet or exceed water quality standards associated with their designated use as Class II and III waters, and that those that currently exceed the designated use are not degraded below their ambient condition pursuant to NCAP's Outstanding Florida Water status. |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> To identify trends, changes, and needs within the NCAP's waters.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Assist with and utilize data from the FWC-FWRI Harmful Algal Bloom program to monitor for changes.  | Partnering (Ecosystem Science)   | 2021                          | Ongoing              | Included in other strategy    | S              |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Conduct nutrient monitoring and analyze data for system health assessments. Utilize partner data in annual analysis (e.g., DEP DEAR nutrient sampling, SWFWMD sampling).  | Ecosystem Science  | 2021                          | Ongoing              | \$70,000                      | S/F            | \$70,000    | \$70,000   | \$70,000   | \$70,000   | \$70,000   | \$70,000   | \$70,000   | \$70,000   | \$70,000   | \$70,000   |
| <b>Strategy 3:</b><br>Develop adaptive management strategies to address and improve water quality components that exceed benchmark/threshold criteria.  | Resource Management  | 2023-2024                     | As needed            | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 4:</b><br>Conduct appropriate short term/temporary monitoring or disaster response monitoring to inform efforts to mitigate environmental threats in collaboration with partners.   | Ecosystem Science  | 2024                          | As needed            | \$5,000                       |                |             |            | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    |
|   | <b>Goal 4:</b> Emphasize upland connections to NCAP's submerged resources.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> Identify influencing factors outside the aquatic preserve boundary contributing to resource degradation and provide support and collaboration to prevent degradation and improve conditions when possible.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Notify agency partners of findings, propose changes to address present or potential future impacts to the NCAP, assist in efforts where applicable and possible through interagency collaboration.  | Partnering (Resource Management)   | 2023-2024                     | Ongoing              | \$1,000                       |                |             | \$1,000    |            |            | \$1,000    |            |            | \$1,000    |            |            |

| Goals, Objectives & Integrated Strategies   | Management Program               | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|----------------------------------|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 2:</b><br>Establish and/or host quarterly regional workshops to encourage collaboration and data sharing to improve contributing water quality (e.g., engage with groups like Springs Coast Committee, create NCAP steering committee). | Partnering (Resource Management) | 2022-2023                     | Ongoing              | \$4,000                       | S/O            | \$4,000     | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    |
| <b>Strategy 3:</b><br>Participate in decision making processes for actions in upriver/inland waterbodies influencing NCAP (e.g., TMDL, BMAP, minimum flows and levels).   | Resource Management              | 2023-2024                     | As needed            | \$500                         |                |             | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      |
| <b>Strategy 4:</b><br>Support federal, state, local and non-governmental land acquisition programs to protect headwaters and riparian corridors for rivers and streams that discharge into the NCAP.  | Resource Management              | 2023-2024                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 5:</b><br>Develop adaptive management strategies to address and improve water quality components.   | Resource Management              | 2024-2025                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 2:</b> Partner with nearby landowners to protect and improve conditions of the NCAP.   |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Identify and include appropriate nearby landowners/managers in decision making processes and education/outreach.  | Resource Management              | 2023-2024                     | As needed            | \$250                         |                |             | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Objective 3:</b> Partner with government agencies and committees including but not limited to federal, state, and local government agencies and stakeholders.  |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Engage with local government natural resource and planning departments to enhance coastal information input (e.g., fertilizer ordinances, wetland protection).  | Resource Management              | 2023-2024                     | As needed            | \$250                         |                |             | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Strategy 2:</b><br>Participate in decision making processes for actions in upriver/inland waterbodies influencing NCAP (development, construction, habitat acquisition, watershed activities, etc.).   | Resource Management              | 2023-2024                     | As needed            | \$250                         |                |             | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Issue 2: Protection and Management of Submerged Resources</b>  |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Goal 1:</b> Assess historical and present condition of submerged resources to guide management decisions within the Nature Coast Aquatic Preserve.   |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Identify and formulate monitoring programs to assess status and trends associated with submerged resources within NCAP.   |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Coordinate with agencies and other groups monitoring submerged resources within the NCAP.   | Ecosystem Science                | 2022-2023                     | As needed            | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Participate in and/or host interagency collaborative meetings focusing on submerged resources to ensure data gaps and duplicate efforts are addressed and data is shared in a timely manner (e.g., SIMM).                     | Ecosystem Science                | 2024-2025                     | Ongoing              | \$25,000                      |                |             | \$25,000   | \$25,000   | \$25,000   | \$25,000   | \$25,000   | \$25,000   | \$25,000   | \$25,000   | \$25,000   |
| <b>Strategy 3:</b><br>Assess feasibility of restarting historical data collection at locations that are relevant to maintaining a sound baseline dataset for NCAP.  | Ecosystem Science                | 2022-2023                     | 1                    | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 4:</b><br>Determine if current sampling efforts are sufficient, and if not, develop and propose a revised plan of action.   | Ecosystem Science                | 2022-2023                     | 2                    | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 2:</b> Determine the status of intertidal natural resource communities within NCAP.  |                                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |



| Goals, Objectives & Integrated Strategies   | Management Program             | Implementation Date (Planned) | Length of Initiative            | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|--------------------------------|-------------------------------|---------------------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 1:</b><br>Assess the need for and determine the feasibility of establishing mapping and/or monitoring programs for oyster reef, salt marsh, and mangrove island habitats within NCAP.   | Ecosystem Science              | 2023-2024                     | 2                               | \$25,000                      |                | \$25,000    | \$25,000   |            |            |            |            | \$25,000   |            |            |            |
| <b>Strategy 2:</b><br>Leverage interagency collaboration to assist with mapping and monitoring of intertidal communities.   | Partnering (Ecosystem Science) | 2024-2025                     | As needed                       | \$500                         |                |             |            | \$500      |            | \$500      |            | \$500      |            | \$500      |            |
| <b>Strategy 3:</b><br>Participate in and/or host interagency collaborative meetings focusing on intertidal communities (e.g., OIMMP, CHIMMP).   | Partnering (Ecosystem Science) | 2024-2025                     | As needed                       | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 3:</b> Identify current and potential future threats and impacts to the natural communities within NCAP.   |                                |                               |                                 |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Develop a steering committee of academic experts and resource managers to promote robust collaboration of efforts and to identify threats and impacts before or as they occur.  | Resource Management            | 2022-2023                     | Ongoing                         | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Coordinate with agencies and other groups currently monitoring submerged resources within the NCAP to ensure threat or impact indicators are captured in monitoring datasets.   | Partnering (Ecosystem Science) | 2024-2025                     | As needed                       | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Goal 2:</b> To understand, protect, and maintain existing seagrass resources, and restore and enhance degraded seagrass resources where these occur.   |                                |                               |                                 |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Manage seagrass communities through research and monitoring, education and outreach, and collaborative mapping efforts with other state agencies to effectively protect and maintain this habitat as a valuable habitat throughout NCAP.  |                                |                               |                                 |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Complete a comprehensive assessment of the current and historic spatial extent of seagrass habitat and spatially characterize the relative quality of that habitat, including areas of heavy prop scarring.   | Partnering (Ecosystem Science) | 2024-2025                     | 1 year (repeated every 4 years) | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Establish and implement annual submerged aquatic vegetation monitoring in collaboration with neighboring aquatic preserve programs.   | Ecosystem Science              | 2021                          | Ongoing                         | \$4,000                       | S              | \$4,000     | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    |
| <b>Strategy 3:</b><br>Incorporate research-based indicators of seagrass condition (e.g., above/belowground biomass, tissue stoichiometry, stable isotopes, indicator species status (e.g., marine turtles, bay scallops, manatees) etc.) and sediment quality (e.g., organic carbon and nutrient stocks, sulfides, and grain size and texture) into monitoring programs to provide insights and early-warning signs of seagrass stress. | Ecosystem Science              | 2023-2024                     | Ongoing                         | \$10,500-12,500               |                |             | \$12,500   | \$10,500   | \$10,500   | \$10,500   | \$10,500   | \$10,500   | \$10,500   | \$10,500   | \$10,500   |
| <b>Strategy 4:</b><br>Identify, implement, and support research to deepen understanding of seagrass community function along environmental gradients (e.g., north-south, inshore-offshore).   | Ecosystem Science              | 2024-2025                     | Ongoing                         | \$500-5,000                   |                |             |            | \$500      | \$5,000    | \$5,000    | \$5,000    | \$500      | \$500      | \$5,000    | \$500      |
| <b>Strategy 5:</b><br>Identify needs and funding sources for restoration and enhancement efforts to address seagrass resource degradation identified within the NCAP.   | Resource Management            | 2025-2026                     | Ongoing                         | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Goal 3:</b> To understand, protect, and maintain hardbottom (coral/sponge bed) resources.  |                                |                               |                                 |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Protect and manage hardbottom communities to ensure long term survivorship and ecological functions continue within the NCAP.   |                                |                               |                                 |                               |                |             |            |            |            |            |            |            |            |            |            |

| Goals, Objectives & Integrated Strategies   | Management Program             | Implementation Date (Planned) | Length of Initiative             | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|--------------------------------|-------------------------------|----------------------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 1:</b><br>Identify, implement, and support research into ecosystem function and significance of hardbottom communities.   | Ecosystem Science              | 2024-2025                     | Ongoing                          | \$500-5,000                   |                |             |            | \$500      | \$5,000    | \$5,000    | \$5,000    | \$500      | \$500      | \$5,000    | \$500      |
| <b>Strategy 2:</b><br>Continue comprehensive assessments of the spatial extent of hardbottom habitat within NCAP.   | Partnering (Ecosystem Science) | 2024-2025                     | 1 year (repeated every 10 years) | \$500,000                     |                |             |            | \$500,000  |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Establish and implement hardbottom community monitoring in collaboration with neighboring aquatic preserves programs (i.e., assess coral and sessile invertebrate abundance and composition on hardbottom habitat and analyze monitoring data for trends).  | Ecosystem Science              | 2023-2024                     | Ongoing                          | \$4,000                       |                |             | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    | \$4,000    |
| <b>Strategy 4:</b><br>Characterize hardbottom habitats, including areas of special significance and areas of incompatible use.  | Resource Management            | 2025-2026                     | 2                                | \$500-5,000                   |                |             |            |            | \$5,000    | \$5,000    |            |            |            |            |            |
| <b>Strategy 5:</b><br>Explore use of spatial management areas including sea turtle, coral, and sponge refugia, areas that are most appropriate for non-consumptive ecotourism, no-anchoring areas, as well as areas where moorings and/or designated anchoring may be provided for sport fishing and non-consumptive tourism. | Public Use                     | 2025-2026                     | As needed                        | \$500 – 15,000                |                |             |            |            | \$500      | \$500      | \$15,000   | \$500      | \$500      | \$500      | \$500      |
| <b>Goal 4:</b> Monitor the distribution and abundance of macroalgae within NCAP.  |                                |                               |                                  |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Establish a baseline understanding of macroalgae components of the NCAP ecosystem.  |                                |                               |                                  |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Develop a catalog of macroalgal species that occur within NCAP and identify taxa of special concern (e.g., species with nuisance/bloom potential, ecological indicator species).  | Ecosystem Science              | 2024-2025                     | 1                                | \$6,000                       |                |             |            | \$6,000    |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Explore the use of volunteer-based science programs to monitor the abundance of drifting macroalgae.  | Education and Outreach         | 2024-2025                     | Ongoing                          | \$1,500                       |                |             |            | \$4,000    | \$1,500    | \$1,500    | \$1,500    | \$1,500    | \$1,500    | \$1,500    | \$1,500    |
| <b>Goal 5:</b> Preserve the conditions of Nature Coast Aquatic Preserve's submerged resources.  |                                |                               |                                  |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Work toward establishing minimum thresholds/monitoring criteria/benchmarks for NCAP's submerged resources in coordination with scientists and managers from other agencies and institutions.  |                                |                               |                                  |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Identify/map sensitive submerged habitats like seagrass, hardbottom sponge communities, and submerged marine vents, for management purposes.  | Resource Management            | 2025-2026                     | 3                                | \$30,000                      |                |             |            | \$30,000   | \$30,000   | \$30,000   |            |            |            |            |            |
| <b>Strategy 2:</b><br>Establish baselines of habitats that are linked to water quality such as seagrass, sponges, oyster reefs (distributions, community structure, densities, biomass estimates, etc.).  | Ecosystem Science              | 2025-2026                     | 3                                | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Implement adaptive management tools and restoration projects when/if minimum thresholds/benchmarks are not met.   | Resource Management            | 2024 - 2025                   | Ongoing                          | \$0 – 60,000                  |                |             |            | \$5,000    | \$1,000    | \$61,000   | \$61,000   | \$61,000   |            |            |            |
| <b>Objective 2:</b> Identify and protect submerged and intertidal cultural resources.   |                                |                               |                                  |                               |                |             |            |            |            |            |            |            |            |            |            |

| Goals, Objectives & Integrated Strategies   | Management Program             | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost           | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|--------------------------------|-------------------------------|----------------------|---|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 1:</b><br>Partner with federal and state cultural resource agencies, NGOs and universities to ensure cultural resources are accurately documented and protected.  | Resource Management            | 2023-2024                     | Ongoing              | \$250-\$1,000                           |                |             | \$1,000    | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Strategy 2:</b><br>Work with cultural resource partners to identify and address threats to cultural resources from human impacts such as looting, boat wake erosion, climate change, and other NCAP user group activities.   | Resource Management            | 2023-2024                     | Ongoing              | \$250                                   |                |             | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Strategy 3:</b><br>Support cultural resource partners in establishing and implementing submerged cultural resource monitoring comparable to programs utilized by neighboring aquatic preserves.  | Resource Management            | 2023-2024                     | Ongoing              | \$250                                   |                |             | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      | \$250      |
| <b>Goal 6:</b> Provide scientific data and information on the current and projected status of submerged resources to Nature Coast communities, businesses, and officials to improve stewardship of the NCAP in decision-making for coastal development and conservation.  |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective One:</b> Improve community understanding of submerged resources and factors that impact the Nature Coast Aquatic Preserve by improving data dissemination and accuracy.  |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Upload all eligible data into DEP's Statewide Ecosystem Assessment of Coastal and Aquatic Resources (SEACAR) database, as well as other science-based databases to improve reach.   | Ecosystem Science              | 2021                          | Ongoing              | No additional cost                      |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Collaborate with partners to develop information briefs on submerged resources with executive summaries that are readily accessible and written for public distribution.  | Education and Outreach         | 2024-2025                     | Ongoing              | No additional cost                      |                |             |            |            |            |            |            |            |            |            |            |
| <b>Issue 3: Climate Change</b>  |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Goal 1:</b> Ensure that the NCAP remains resilient to expected impacts from climate change, including tropicalization and climate-induced habitat migration.   |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Track and predict climate factors such as sea level rise, increases in sea surface temperature, storm frequency and intensity, and alterations in drought/flood cycles as they pertain to all NCAP's submerged and coastal resources.   |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Expand and build new collaborative research and monitoring partnerships with universities, their research stations, and other state agency programs whereby data collection, research equipment, volunteers, student training, and other human resources are shared to achieve monitoring objectives. | Partnering (Ecosystem Science) | 2023-2024                     | Ongoing              | \$1,000                                 |                |             | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    |
| <b>Strategy 2:</b><br>Develop a steering committee of academic experts and resource managers to review climate-related ecosystem research in the region and provide science-based guidance for submerged resource management planning and program development.  | Ecosystem Science              | 2024-2025                     | Ongoing              | \$2,000                                 |                |             |            | \$2,000    | \$5,000    | \$2,000    | \$2,000    | \$2,000    | \$5,000    | \$2,000    | \$2,000    |
| <b>Objective 2:</b> Establish processes to track and predict climate-driven changes to all NCAP's submerged resources to guide adaptive management approaches.  |                                |                               |                      |   |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Establish monitoring for tidally influenced communities, like salt marsh and mangroves, to better understand factors such as accretion and erosion rates and habitat transitions/migrations (e.g., mangrove encroachment or uplands to salt marsh/mangroves).   | Ecosystem Science              | 2025-2026                     | Ongoing              | \$3,000 (startup/equipment = \$100,000) | \$             |             |            |            | \$100,000  | \$3,000    | \$3,000    | \$3,000    | \$3,000    | \$3,000    | \$3,000    |

| Goals, Objectives & Integrated Strategies   | Management Program  | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|---|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 2:</b><br>Review and incorporate partner projects to develop recommendations and incorporate adaptive planning tools that address shifting submerged resources (e.g., USFWS/ANERR SET stations, FWC Estuary Restoration Teams to support habitat suitability modelling).  | Partnering (Ecosystem Science)  | 2024-2025                     | Ongoing              | Included in other strategy    | S              |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Explore citizen science data collection to augment research and monitoring programs (examples: temperature, water levels, climate-driven species shifts, photo posts, drone imagery or other parameters like elevation, pre-post storm documentation).  | Ecosystem Science   | 2025-2026                     | As needed            | \$3,000                       |                |             |            |            | \$3,000    |            | \$3,000    |            |            |            | \$3,000    |
| <b>Strategy 4:</b><br>Identify knowledge gaps in climate-vulnerable resources including seagrasses and western offshore regions of stony corals, hardbottom, and sponge habitats. Pursue collaborative research to address gaps.  | Ecosystem Science   | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 5:</b><br>Work with partners to model the impact of sea level rise on the NCAP's submerged lands and resources including documented cultural sites and tidal wetlands using the most appropriate models and frameworks (e.g., NOAA 2040 and 2070 predictions).  | Ecosystem Science   | 2025-2026                     | 3                    | \$100,000                     |                |             |            |            | \$100,000  | \$100,000  | \$100,000  |            |            |            |            |
| <b>Strategy 6:</b><br>Based on predictive modeling, identify areas where submerged and intertidal habitats will be likely to shift due to sea level rise and apply a response framework (e.g., RAD, stakeholder-driven adaptation plans) to guide resource management decisions.  | Resource Management   | 2027-2028                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 7:</b><br>Identify known submerged and intertidal cultural resource sites that may be affected by climate change impacts such as sea level rise and storm damage and consult with cultural resource partners to determine priorities for documenting and, if warranted, protecting at risk sites due to climate change. | Resource Management   | 2026-2027                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Issue 4: Human Dimensions</b>  |   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Goal 1:</b> Identify the impacts of, remove, and reduce the presence of marine debris (litter, derelict vessels, ghost traps, aquaculture and discarded fishing gear) within the aquatic preserve. |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> Identify implications to the natural resources of the various types of marine debris occurring within the aquatic preserve.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Conduct surveys assessing types of marine debris, documenting areas of high concentration, and noting habitat impacts of each type.   | Public Use  | 2022-2023                     | Ongoing              | \$1000                        |                | \$1,000     | \$500      | \$250      |            |            |            | \$500      | \$500      |            |            |
| <b>Strategy 2:</b><br>Analyze data collected from marine debris removal efforts (both Aquatic Preserve and partner hosted events).  | Public Use  | 2023-2024                     | Ongoing              | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Apply results of analyses to prioritize of marine debris removal and educational efforts for contributing user groups.  | Public Use  | 2023-2024                     | Ongoing              | \$1,000-\$3,000               |                |             | \$1,000    | \$1,500    | \$3,000    | \$1,500    | \$1,500    | \$3,000    | \$1,500    | \$1,500    | \$1,500    |



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|---|---|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 4:</b><br>Review County comprehensive plans regarding the reduction of marine debris and attend meetings of local and state government boards and agencies to provide guidance and discuss relevant issues within NCAP.   | Public Use  | 2024-2025                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 2:</b> Remove marine debris from the resource by physical means.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Apply for funding to offset cost of marine debris removal efforts.  | Public Use  | 2023-2024                     | Ongoing              | \$12,000                      |                |             | \$12,000   | \$500      | \$1,000    | \$500      | \$1,000    | \$500      | \$1,000    | \$500      | \$1,000    |
| <b>Strategy 2:</b><br>Conduct community-based marine debris removal events and invite partners/source contributors to attend and assist (e.g., members of the public for shoreline cleanups; law enforcement, recreational and commercial fishers, and aquaculture industry for fishing gear cleanups, etc.).   | Public Use  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             | \$12,000   | \$500      | \$1,000    | \$500      | \$1,000    | \$500      | \$1,000    | \$500      | \$1,000    |
|   | <b>Objective 3:</b> Reduce marine debris at the source.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Assess types of marine debris within the NCAP, quantify the data and determine the sources.   | Public Use  | 2023-2024                     | 2                    | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Work with community members to reduce quantity of debris entering the NCAP.   | Public Use  | 2023-2024                     | Ongoing              | \$1,250                       |                |             | \$1,250    |            | \$1,250    |            | \$1,250    |            | \$1,250    |            | \$1,250    |
| <b>Strategy 3:</b><br>Host community-based cleanup events to improve user group interest.   | Public Use  | 2023                          | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 4:</b><br>Engage with local government natural resource and planning departments to reduce or prevent the creation of litter/marine debris outright and attend meetings of local/state government boards and agencies to provide updates and discuss relevant issues within NCAP as appropriate to influencing factors of litter/marine debris production as they are identified. | Public Use  | 2024-2025                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 4:</b> Promote community education regarding implications of marine debris in the Aquatic Preserve and of solutions/impactful debris reduction actions they can take.                  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Involve local decision makers and community influencers in marine debris removal events and provide information about marine debris interventions that can be implemented upstream.   | Education and Outreach  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Promote community education and awareness by attending and/or facilitating community events relating to marine debris.  | Education and Outreach  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Goal 2:</b> Support community engagement to foster sustainable stewardship of NCAP's resources.  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|   | <b>Objective 1:</b> Improve community understanding of the Nature Coast Aquatic Preserve's water quality and submerged and intertidal resources including factors that impact the Aquatic Preserve. |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Create and disseminate accurate information via community outreach, media and signage.  | Education and Outreach  | 2024-2025                     | Ongoing              | \$5,000                       |                |             |            | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    | \$5,000    |

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|--|---|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 2:</b><br>Develop appropriate media communications associated with water quality and submerged resource topics of concern to broaden information dispersal.  | Education and Outreach  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Hold/support workshops on subjects such as shoreline protection, green infrastructure, coastal-friendly living, coastal resilience, and ecosystem services.  | Education and Outreach  | 2023-2024                     | Ongoing              | \$2,000                       |                |             | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    |
| <b>Strategy 4:</b><br>Provide educational on-water site visits to the NCAP for community leaders to aid them in making informed decisions about coastal development and conservation; and members of the public to broaden awareness regarding the Nature Coast Aquatic Preserve.  | Education and Outreach  | 2023-2024                     | Ongoing              | \$500                         |                |             | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      | \$500      |
| <b>Strategy 5:</b><br>Support community driven resource protection programs to encourage user-driven education (e.g., Blue Star Fishing Guides, Florida Society for Ethical Tourism, Florida Friendly Fishing Guide, etc.).  | Education and Outreach  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 6:</b><br>Support local education programs that enhance and foster sustainable stewardship practices within the NCAP (e.g., STEAM programs in public schools, Citrus County Marine Science Station, Florida Sea Grant 3rd Grade Manatee Curriculum, Sea-level Rise in the Classroom, Hook Line and Thinker, etc.). | Education and Outreach  | 2023-2024                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
|  | <b>Objective 2:</b> Engage with law enforcement to maintain and improve conditions of NCAP's water quality and submerged resources.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Participate in cultural and natural resource education of local and state law enforcement officers.  | Education and Outreach  | 2024-2025                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Develop communication and partnerships with law enforcement officers to assist in identifying and addressing emerging and ongoing resource threats.  | Partnering (Resource Management)  | 2024-2025                     | Ongoing              | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
|  | <b>Objective 3:</b> Improve community education regarding implications of climate change in the aquatic preserve and of adaptation/resilience efforts.  |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Engage local decision makers and community influencers in discussions about ways to reduce and adapt to the impacts of climate change.   | Partnering (Resource Management)  | 2024-2025                     | Ongoing              | No additional cost            |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 2:</b><br>Track climate change interaction opportunities and promote behavior changing stewardship through education and other interventions.  | Education and Outreach  | 2024-2025                     | Ongoing              | \$2,000                       |                |             | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    | \$2,000    |
|  | <b>Goal 3:</b> Promote diverse, sustainable use of the Nature Coast Aquatic Preserve's submerged natural resources.   |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
|  | <b>Objective 1:</b> Anticipate impacts related to increased use and identify potential conflicts/impacts (environmental) like construction, pipelines, development and roadways, etc. and collaborate to mitigate or prevent habitat damage related to increased use/development. |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Provide input to state and local decision makers on future establishment of access points for both motorized and paddle craft points of entry.   | Public Use  | 2023-2024                     | Ongoing              | \$250                         | S              |             | \$250      | \$250      |            | \$250      |            |            | \$250      |            | \$250      |

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|--|------------------------|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 2:</b><br>Provide education to and support sustainable actions of user groups.   | Public Use             | 2024-2025                     | Ongoing              | \$6,000                       |                |             |            | \$6,000    | \$6,000    | \$6,000    | \$6,000    | \$6,000    | \$6,000    | \$6,000    | \$6,000    |
| <b>Strategy 3:</b><br>Work with subject matter experts to identify specific actions that would prevent or reduce environmental impacts and deliver information to decision makers.   | Public Use             | 2024-2025                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 4:</b><br>Work with decision makers and involved parties to prevent or reduce impacts to preserve resources and water quality.   | Resource Management    | 2025-2026                     | Ongoing              | \$3,000                       |                |             |            |            | \$3,000    | \$3,000    | \$3,000    | \$3,000    | \$3,000    | \$3,000    | \$3,000    |
| <b>Objective 2:</b> Coordinate and support law enforcement to reduce or prevent impacts to natural and cultural resources.   |                        |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Identify areas where resources are experiencing increased use and damage and exchange information with law enforcement.  | Resource Management    | 2025-2026                     | Ongoing              | \$1,000                       |                |             |            |            | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    | \$1,000    |
| <b>Strategy 2:</b><br>Aid law enforcement by working to improve criteria to increase enforceability of impacts to submerged resources.   | Resource Management    | 2024-2025                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Goal 4:</b> Identify impacted areas, assess impact severity, and begin to implement reduction and restoration efforts relating to propeller damage, vessel grounding, and anchoring related activities occurring to submerged resources within the Nature Coast Aquatic Preserve.   |                        |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 1:</b> Assess and identify areas of impact within the Nature Coast Aquatic Preserve.  |                        |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Collaborate and/or apply for funding to conduct seasonal aerial mapping of shallow areas within the NCAP boundary.   | Ecosystem Science      | 2024-2025                     | As needed            | \$50,000                      |                |             |            | \$50,000   |            |            | \$50,000   |            |            | \$50,000   |            |
| <b>Strategy 2:</b><br>Identify user groups and spatiotemporal areas of greatest impact.  | Public Use             | 2026-2027                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 3:</b><br>Seek resources to restore damaged seagrass areas, especially for areas where new protection and prevention measures are implemented.   | Resource Management    | 2024-2025                     | As needed            | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Objective 2:</b> Reduce physical damage (e.g., propeller scarring, anchor drags) to the NCAP's submerged resources.   |                        |                               |                      |                               |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 1:</b><br>Provide educational material on alternative methods (examples: pole and troll and less destructive anchoring and mooring methods, expansion of 'Scars Hurt' educational campaign).   | Education and Outreach | 2023-2024                     | Ongoing              | \$8,000                       |                |             | \$8,000    | \$8,000    | \$8,000    | \$8,000    | \$8,000    | \$8,000    | \$8,000    | \$8,000    | \$8,000    |
| <b>Strategy 2:</b><br>Identify and fill research gaps on effectiveness and feasibility of exclusion zones, pole and troll/no-motor zones, and/or limited access areas for resource protection.   | Public Use             | 2025-2026                     | 3                    | \$40,000                      |                |             |            |            | \$60,000   | \$40,000   | \$40,000   |            |            |            |            |
| <b>Strategy 3:</b><br>Utilize, where appropriate, spatially explicit approaches such as rotating vessel exclusion zones, pole and troll areas, and pole/stick anchoring zones that prevent habitat damage (e.g., propeller scarring in seagrass, anchor damage in hardbottom) and promote habitat recovery from physical damage. | Public Use             | 2027-2028                     | Ongoing              | \$25,000                      |                |             |            |            |            | \$25,000   |            | \$25,000   |            | \$25,000   |            |

| Goals, Objectives & Integrated Strategies   | Management Program | Implementation Date (Planned) | Length of Initiative | Estimated Average Yearly Cost | Funding Source | 2022 - 2023 | 2023- 2024 | 2024- 2025 | 2025- 2026 | 2026- 2027 | 2027- 2028 | 2028- 2029 | 2029- 2030 | 2030- 2031 | 2031- 2032 |
|---|--------------------|-------------------------------|----------------------|-------------------------------|----------------|-------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| <b>Strategy 4:</b><br>Collaborate with groups such as law enforcement and waterway maintenance entities to inform appropriate actions to address boating impacts.   | Public Use         | 2024-2025                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 5:</b><br>Incorporate management practices that prevent or reduce the creation of propeller and anchor scars by improving navigation or establishing mooring areas within NCAP waterways.                                       | Public Use         | 2027-2028                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |
| <b>Strategy 6:</b><br>Identify scarring hotspots and determine the best practice to reduce scarring, may include education, pole and troll zones, for both creating and enforcing poling only zones and prioritizing increased enforcement. | Public Use         | 2025-2026                     | Ongoing              | Included in other strategy    |                |             |            |            |            |            |            |            |            |            |            |



**D.2 / Budget Summary Table**

| <b>Fiscal Year</b>     | <b>Ecosystem Science</b> | <b>Education and Outreach</b> | <b>Partnering</b> | <b>Public Use</b> | <b>Resource Management</b> | <b>Annual Total</b> |
|------------------------|--------------------------|-------------------------------|-------------------|-------------------|----------------------------|---------------------|
| <b>2022-2023</b>       | \$109,000                | \$0                           | \$4,000           | \$1,000           | \$0                        | \$114,000           |
| <b>2023-2024</b>       | \$311,000                | \$12,500                      | \$6,000           | \$25,500          | \$2,250                    | \$357,250           |
| <b>2024-2025</b>       | \$712,000                | \$16,500                      | \$5,500           | \$7,250           | \$37,000                   | \$778,250           |
| <b>2025-2026</b>       | \$361,500                | \$14,000                      | \$5,000           | \$68,500          | \$6,750                    | \$455,750           |
| <b>2026-2027</b>       | \$255,500                | \$14,000                      | \$6,000           | \$72,000          | \$71,750                   | \$419,250           |
| <b>2027-2028</b>       | \$170,500                | \$14,000                      | \$5,000           | \$48,000          | \$5,750                    | \$243,250           |
| <b>2028-2029</b>       | \$330,500                | \$14,000                      | \$5,000           | \$32,500          | \$5,750                    | \$387,750           |
| <b>2029-2030</b>       | \$123,500                | \$14,000                      | \$6,000           | \$8,250           | \$5,750                    | \$157,500           |
| <b>2030-2031</b>       | \$205,500                | \$14,000                      | \$5,000           | \$32,000          | \$5,750                    | \$262,250           |
| <b>2031-2032</b>       | \$123,500                | \$14,000                      | \$5,000           | \$8,250           | \$5,750                    | \$156,500           |
| <b>Ten Year Totals</b> | \$2,702,500              | \$127,000                     | \$52,500          | \$303,250         | \$146,500                  | \$3,331,750         |

**D.3 / Major Accomplishments since the Approval of the Previous Plan**

This is the first management plan for the Nature Coast Aquatic Preserve.

## Appendix E / Other Requirements

### E.1 / Acquisition and Restoration Council Management Plan Compliance Checklist

#### Land management Plan Compliance Checklist: Required for State-owned conservation lands over 160 acres

##### Section A: Acquisition Information Items

| Item # | Requirement  | Statute/Rule        | Page Numbers and/or Appendix |
|--------|--|---------------------|------------------------------|
| 1      | The common name of the property.   | 18-2.018 & 18-2.021 | Executive Summary            |
| 2      | The land acquisition program, if any, under which the property was acquired.   | 18-2.018 & 18-2.021 | 1                            |
| 3      | Degree of title interest held by the Board, including reservations and encumbrances such as leases.  | 18-2.021            | 1, 7-9                       |
| 4      | The legal description and acreage of the property.   | 18-2.018 & 18-2.021 | Executive Summary            |
| 5      | A map showing the approximate location and boundaries of the property, and the location of any structures or improvements to the property.   | 18-2.018 & 18-2.021 | 14                           |
| 6      | An <b>assessment</b> as to whether the property, or any portion, should be declared surplus. <i>Provide Information regarding <b>assessment and analysis</b> in the plan, and provide <b>corresponding map</b>.</i>        | 18-2.021            | N/A                          |
| 7      | Identification of other parcels of land within or immediately adjacent to the property that should be purchased because they are essential to management of the property. <i>Please clearly indicate parcels on a map.</i> | 18-2.021            | N/A                          |
| 8      | Identification of adjacent land uses that conflict with the planned use of the property, if any.   | 18-2.021            | 59-71                        |
| 9      | A statement of the purpose for which the lands were acquired, the projected use or uses as defined in 253.034 and the statutory authority for such use or uses.  | 259.032(10)         | 7-8                          |
| 10     | Proximity of property to other significant State, local or federal land or water resources.  | 18-2.021            | 2, 13-14, 61                 |

##### Section B: Use Items

| Item # | Requirement  | Statute/Rule        | Page Numbers and/or Appendix        |
|--------|--|---------------------|-------------------------------------|
| 11     | The designated single use or multiple use management for the property, including use by other managing entities.                                 | 18-2.018 & 18-2.021 | 3                                   |
| 12     | A description of past and existing uses, including any unauthorized uses of the property.  | 18-2.018 & 18-2.021 | 11-13, 74-80, 86-88, 93-98, 101-108 |
| 13     | A description of alternative or multiple uses of the property considered by the lessee and a statement detailing why such uses were not adopted. | 18-2.018            | N/A                                 |

|    |  |                     |         |
|----|--|---------------------|---------|
| 14 | A description of the management responsibilities of each entity involved in the property's management and how such responsibilities will be coordinated.   | 18-2.018            | 3       |
| 15 | Include a provision that requires that the managing agency consult with the Division of Historical Resources, Department of State before taking actions that may adversely affect archeological or historical resources.   | 18-2.021            | 54-55   |
| 16 | Analysis/description of other managing agencies and private land managers, if any, which could facilitate the restoration or management of the land.   | 18-2.021            | 74-111  |
| 17 | A determination of the public uses and public access that would be consistent with the purposes for which the lands were acquired.   | 259.032(10)         | 101-111 |
| 18 | A finding regarding whether each planned use complies with the 1981 State Lands Management Plan, particularly whether such uses represent "balanced public utilization," specific agency statutory authority and any other legislative or executive directives that constrain the use of such property.  | 18-2.021            | 7-9     |
| 19 | Letter of compliance from the local government stating that the LMP is in compliance with the Local Government Comprehensive Plan.   | BOT requirement     |         |
| 20 | An assessment of the impact of planned uses on the renewable and non-renewable resources of the property, including soil and water resources, and a detailed description of the specific actions that will be taken to protect, enhance and conserve these resources and to compensate/mitigate damage caused by such uses, including a description of how the manager plans to control and prevent soil erosion and soil or water contamination.  | 18-2.018 & 18-2.021 | 101-111 |
| 21 | *For managed areas larger than 1,000 acres, an analysis of the multiple-use potential of the property which shall include the potential of the property to generate revenues to enhance the management of the property provided that no lease, easement, or license for such revenue-generating use shall be entered into if the granting of such lease, easement or license would adversely affect the tax exemption of the interest on any revenue bonds issued to fund the acquisition of the affected lands from gross income for federal income tax purposes, pursuant to Internal Revenue Service regulations. | 18-2.021 & 253.036  | N/A     |
| 22 | If the lead managing agency determines that timber resource management is not in conflict with the primary management objectives of the managed area, a component or section, prepared by a qualified professional forester, that assesses the feasibility of managing timber resources pursuant to section 253.036, F.S.  | 18-021              | N/A     |
| 23 | A statement regarding incompatible use in reference to Ch. 253.034(10).  | 253.034(10)         |         |

\*The following taken from 253.034(10) is not a land management plan requirement; however, it should be considered when developing a land management plan: The following additional uses of conservation lands acquired pursuant to the Florida Forever program and other state-funded conservation land purchase programs shall be authorized, upon a finding by the Board of Trustees, if they meet the criteria specified in paragraphs (a)-(e): water resource development projects, water supply development projects, storm-water management projects, linear facilities and sustainable agriculture and forestry. Such additional uses are authorized where: (a) Not inconsistent with the management plan for such lands; (b) Compatible with the natural ecosystem and resource values of such lands; (c) The proposed use is appropriately located on such lands and where due consideration is given to the use of other available lands; (d) The using entity reasonably compensates the titleholder for such use based upon an appropriate measure of value; and (e) The use is consistent with the public interest.

## Section C: Public Involvement Items

| Item # | Requirement   | Statute/Rule             | Page Numbers and/or Appendix |
|--------|---|--------------------------|------------------------------|
| 24     | A statement concerning the extent of public involvement and local government participation in the development of the plan, if any.  | 18-2.021                 | Appendix C                   |
| 25     | The management prospectus required pursuant to paragraph (9)(d) shall be available to the public for a period of 30 days prior to the public hearing.   | 259.032(10)              | N/A                          |
| 26     | LMPs and LMP updates for parcels over 160 acres shall be developed with input from an advisory group who must conduct at least one public hearing within the county in which the parcel or project is located. <i>Include the advisory group members and their affiliations, as well as the date and location of the advisory group meeting.</i>  | 259.032(10)              | Appendix C                   |
| 27     | Summary of comments and concerns expressed by the advisory group for parcels over 160 acres   | 18-2.021                 | Appendix C                   |
| 28     | During plan development, at least one public hearing shall be held in each affected county. Notice of such public hearing shall be posted on the parcel or project designated for management, advertised in a paper of general circulation, and announced at a scheduled meeting of the local governing body before the actual public hearing. <i>Include a copy of each County's advertisements and announcements (meeting minutes will suffice to indicate an announcement) in the management plan.</i> | 253.034(5) & 259.032(10) | Appendix C                   |
| 29     | The manager shall consider the findings and recommendations of the land management review team in finalizing the required 10-year update of its management plan. <i>Include manager's replies to the team's findings and recommendations.</i>   | 259.036                  | N/A                          |
| 30     | Summary of comments and concerns expressed by the management review team, if required by Section 259.036, F.S.  | 18-2.021                 | N/A                          |
| 31     | If manager is not in agreement with the management review team's findings and recommendations in finalizing the required 10-year update of its management plan, the managing agency should explain why they disagree with the findings or recommendations.  | 259.036                  | N/A                          |

## Section D: Natural Resources

| Item # | Requirement   | Statute/Rule  | Page Numbers and/or Appendix |
|--------|---|---------------|------------------------------|
| 32     | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding soil types. <i>Use brief descriptions and include USDA maps when available.</i>                       | 18-2.021      | 20-28                        |
| 33     | Insert FNAI based natural community maps when available.  | ARC consensus | 40                           |
| 34     | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding outstanding native landscapes containing relatively unaltered flora, fauna and geological conditions. | 18-2.021      | Executive Summary            |



|       |   |                                    |   |
|-------|---|------------------------------------|---|
| 35    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding unique natural features and/or resources including but not limited to virgin timber stands, scenic vistas, natural rivers and streams, coral reefs, natural springs, caverns and large sinkholes. | 18-2.018 & 18-2.021                | 15-42                                       |
| 36    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding beaches and dunes.  | 18-2.021                           | N/A   |
| 37    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding mineral resources, such as oil, gas and phosphate, etc.   | 18-2.018 & 18-2.021                | 20  |
| 38    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding fish and wildlife, both game and non-game, and their habitat.   | 18-2.018 & 18-2.021                | 42-46, Appendix B.3                         |
| 39    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding State and Federally listed endangered or threatened species and their habitat.  | 18-2.021                           | 46-51, Appendix B.3                         |
| 40    | The identification or resources on the property that are listed in the Natural Areas Inventory. <i>Include letter from FNAI or consultant where appropriate.</i>  | 18-2.021                           | 29-42                                       |
| 41    | Specific description of how the managing agency plans to identify, locate, protect and preserve or otherwise use fragile, nonrenewable natural and cultural resources.  | 259.032(10)                        | 74, 82, 85-86, 90, 92, 100-101, 109         |
| 42    | Habitat Restoration and Improvement   | 259.032(10) & 253.034(5)           |   |
| 42-A. | Describe management needs, problems and a desired outcome and the key management activities necessary to achieve the enhancement, protection and preservation of restored habitats and enhance the natural, historical and archeological resources and their values for which the lands were acquired.                          | 259.032(10) & 253.034(5)           | 73-111                                      |
| 42-B. | Provide a detailed description of both short (2-year planning period) and long-term (10-year planning period) management goals, and a priority schedule based on the purposes for which the lands were acquired and include a timeline for completion.  | 259.032(10) & 253.034(5)           | Appendix D.1                                |
| 42-C. | The associated measurable objectives to achieve the goals.  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 42-D. | The related activities that are to be performed to meet the land management objectives and their associated measures. <i>Include fire management plans - they can be in plan body or an appendix.</i>   | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 42-E. | A detailed expense and manpower budget in order to provide a management tool that facilitates development of performance measures, including recommendations for cost-effective methods of accomplishing those activities.  | 259.032(10) & 253.034(5)           | Appendix D.2                                |
| 43    | ***Quantitative data description of the land regarding an inventory of forest and other natural resources and associated acreage. <i>See footnote.</i>  | 253.034(5)                         |   |
| 44    | Sustainable Forest Management, including implementation of prescribed fire management   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |

|       |  |                                    |   |
|-------|--|------------------------------------|---|
| 44-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-C. | Measurable objectives (see requirement for #42-C).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-D. | Related activities (see requirement for #42-D).  | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 44-E. | Budgets (see requirement for #42-E).   | 18-2.021, 253.034(5) & 259.032(10) | N/A   |
| 45    | Imperiled species, habitat maintenance, enhancement, restoration or population restoration   | 259.032(10) & 253.034(5)           |   |
| 45-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)           | 73-111                                      |
| 45-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, 98-101, 108-111, Appendix D.1 |
| 45-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5)           | Appendix D.2                                |
| 46    | ***Quantitative data description of the land regarding an inventory of exotic and invasive plants and associated acreage. <i>See footnote.</i>   | 253.034(5)                         |   |
| 47    | Place the Arthropod Control Plan in an appendix. If one does not exist, provide a statement as to what arrangement exists between the local mosquito control district and the management unit. | BOT requirement via lease language | Appendix B.4                                |
| 48    | Exotic and invasive species maintenance and control  | 259.032(10) & 253.034(5)           |   |
| 48-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5)           | 80-86, 89-93, Appendix D.1                  |
| 48-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5)           | Appendix D.2                                |

## Section E: Water Resources

| Item # | Requirement | Statute/Rule | Page Numbers and/or Appendix |
|--------|-------------|--------------|------------------------------|
|--------|-------------|--------------|------------------------------|

|       |  |                          |                            |
|-------|--|--------------------------|----------------------------|
| 49    | A statement as to whether the property is within and/or adjacent to an aquatic preserve or a designated area of critical state concern or an area under study for such designation. <i>If yes, provide a list of the appropriate managing agencies that have been notified of the proposed plan.</i>                             | 18-2.018 & 18-2.021      | N/A                        |
| 50    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding water resources, including water classification for each water body and the identification of any such water body that is designated as an Outstanding Florida Water under Rule 62-302.700, F.A.C. | 18-2.021                 | 22-28                      |
| 51    | Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding swamps, marshes and other wetlands.  | 18-2.021                 | 29-33                      |
| 52    | ***Quantitative description of the land regarding an inventory of hydrological features and associated acreage. <i>See footnote.</i>   | 253.034(5)               | Map 7: page 27             |
| 53    | <b>Hydrological Preservation and Restoration</b>   | 259.032(10) & 253.034(5) |                            |
| 53-A. | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 80-86, 89-93, Appendix D.1 |
| 53-B. | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5) | 80-86, 89-93, Appendix D.1 |
| 53-C. | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) | 80-86, 89-93, Appendix D.1 |
| 53-D. | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) | 80-86, 89-93, Appendix D.1 |
| 53-E. | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) | Appendix D.2               |

## Section F: Historical Archaeological and Cultural Resources

| Item # | Requirement  | Statute/Rule                           | Page Numbers and/or Appendix |
|--------|--|--|------------------------------|
| 54     | **Location and description of known and reasonably identifiable renewable and non-renewable resources of the property regarding archeological and historical resources. <i>Include maps of all cultural resources except Native American sites, unless such sites are major points of interest that are open to public visitation.</i> | 18-2.018, 18-2.021 & per DHR's request | Appendix B.5                 |
| 55     | ***Quantitative data description of the land regarding an inventory of significant land, cultural or historical features and associated acreage.   | 253.034(5)                             |                              |
| 56     | A description of actions the agency plans to take to locate and identify unknown resources such as surveys of unknown archeological and historical resources.  | 18-2.021                               | 92                           |
| 57     | <b>Cultural and Historical Resources</b>   | 259.032(10) & 253.034(5)               |                              |
| 57-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5)               | 82-86, 90-92, Appendix D.1   |
| 57-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).  | 259.032(10) & 253.034(5)               | 82-86, 90-92, Appendix D.1   |
| 57-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5)               | 82-86, 90-92, Appendix D.1   |

|       |   |                          |                               |
|-------|---|--------------------------|-------------------------------|
| 57-D. | Related activities (see requirement for #42-D). | 259.032(10) & 253.034(5) | 82-86, 90-92,<br>Appendix D.1 |
| 57-E. | Budgets (see requirement for #42-E).            | 259.032(10) & 253.034(5) | Appendix D.2                  |

\*\*While maps of Native American sites should not be included in the body of the management plan, the DSL urges each managing agency to provide such information to the Division of Historical Resources for inclusion in their proprietary database. This information should be available for access to new managers to assist them in developing, implementing and coordinating their management activities.

### Section G: Facilities (Infrastructure, Access, Recreation)

| Item # | Requirement  | Statute/Rule             | Page Numbers and/or<br>Appendix |
|--------|--|--------------------------|---------------------------------|
| 58     | ***Quantitative data description of the land regarding an inventory of infrastructure and associated acreage. <i>See footnote.</i> | 253.034(5)               |                                 |
| 59     | <b>Capital Facilities and Infrastructure</b>   | 259.032(10) & 253.034(5) |                                 |
| 59-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 114-117                         |
| 59-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).                                    | 259.032(10) & 253.034(5) | 114-117                         |
| 59-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) |                                 |
| 59-D.  | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) |                                 |
| 59-E.  | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) |                                 |
| 60     | *** Quantitative data description of the land regarding an inventory of recreational facilities and associated acreage.            | 253.034(5)               |                                 |
| 61     | <b>Public Access and Recreational Opportunities</b>  | 259.032(10) & 253.034(5) |                                 |
| 61-A.  | Management needs, problems and a desired outcome (see requirement for # 42-A).   | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1        |
| 61-B.  | Detailed description of both short and long-term management goals (see requirement for # 42-B).                                    | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1        |
| 61-C.  | Measurable objectives (see requirement for #42-C).   | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1        |
| 61-D.  | Related activities (see requirement for #42-D).  | 259.032(10) & 253.034(5) | 108-111;<br>Appendix D.1        |
| 61-E.  | Budgets (see requirement for #42-E).   | 259.032(10) & 253.034(5) | Appendix D.2                    |

### Section H: Other/ Managing Agency Tools

| Item # | Requirement  | Statute/Rule                      | Page Numbers and/or<br>Appendix |
|--------|--|-----------------------------------|---------------------------------|
| 62     | Place this LMP Compliance Checklist at the front of the plan.  | ARC and managing agency consensus | Before Executive Summary        |
| 63     | Place the Executive Summary at the front of the LMP. Include a physical description of the land.   | ARC and 253.034(5)                | Executive Summary               |
| 64     | If this LMP is a 10-year update, note the accomplishments since the drafting of the last LMP set forth in an organized (categories or bullets) format. | ARC consensus                     | N/A                             |



|    |   |             |              |
|----|---|-------------|--------------|
| 65 | Key management activities necessary to achieve the desired outcomes regarding other appropriate resource management.  | 259.032(10) | Appendix D.1 |
| 66 | Summary budget for the scheduled land management activities of the LMP including any potential fees anticipated from public or private entities for projects to offset adverse impacts to imperiled species or such habitat, which fees shall be used to restore, manage, enhance, repopulate, or acquire imperiled species habitat for lands that have or are anticipated to have imperiled species or such habitat onsite. The summary budget shall be prepared in such a manner that it facilitates computing an aggregate of land management costs for all state-managed lands using the categories described in s. 259.037(3) which are resource management, administration, support, capital improvements, recreation visitor services, law enforcement activities. | 253.034(5)  | Appendix D.2 |
| 67 | Cost estimate for conducting other management activities which would enhance the natural resource value or public recreation value for which the lands were acquired, include recommendations for cost-effective methods in accomplishing those activities.   | 259.032(10) | Appendix D.2 |
| 68 | A statement of gross income generated, net income and expenses.   | 18-2.018    |              |

\*\*\* = The referenced inventories shall be of such detail that objective measures and benchmarks can be established for each tract of land and monitored during the lifetime of the plan. All quantitative data collected shall be aggregated, standardized, collected, and presented in an electronic format to allow for uniform management reporting and analysis. The information collected by the DEP pursuant to s. 253.0325(2) shall be available to the land manager and his or her assignee.

## **E.2 / Management Procedures for Archaeological and Historical Sites on State-Owned or Controlled Lands**

(revised June 2021)

**These procedures apply to state agencies, local governments, and non-profits that manage state-owned properties.**

### **A. Historic Property Definition**

Historic properties include archaeological sites and historic structures as well as other types of resources. Chapter 267, Florida Statutes states: “ *‘Historic property’ or ‘historic resource’ means any prehistoric district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folklife resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.*”

### **B. Agency Responsibilities**

Per Chapter 267, F.S. and state policy related to historic properties, state agencies of the executive branch must provide the Division of Historical Resources (Division) the opportunity to comment on any undertakings with the potential to affect historic properties that are listed, or eligible for listing, in the National Register of Historic Places, whether these undertakings directly involve the state agency, i.e., land management responsibilities, or the state agency has indirect jurisdiction, i.e. permitting authority, grants, etc. No state funds should be expended on the undertaking until the Division has the opportunity to review and comment on the undertaking. (267.061(2)(a))

State agencies must consult with the Division when, as a result of state action or assistance, a historic property will be demolished or substantially altered in a way that will adversely affect the property. State agencies must take timely steps to consider feasible and prudent alternatives to the adverse effect. If no feasible or prudent alternatives exist, the state agency must take timely steps to avoid or mitigate the adverse effect. (267.061(2)(b))

State agencies must consult with Division to establish a program to locate, inventory and evaluate all historic properties under ownership or controlled by the agency. (267.061(2)(c))

State agencies are responsible for preserving historic properties under their control. State agencies are directed to use historic properties available to the agency when that use is consistent with the historic property and the agency’s mission. State agencies are also directed to pursue preservation of historic properties to support their continued use. (267.061(2)(d))

### **C. Statutory Authority**

The full text of Chapter 267, F.S. and additional information related to the treatment of historic properties is available at:

<https://dos.myflorida.com/historical/preservation/compliance-and-review/regulations-guidelines/>

### **D. Management Implementation**

Although the Division sits on the Acquisition and Restoration Council and approves land management plans, these plans are conceptual and do not include detailed project information. Specific information for individual projects must be submitted to the Division for review and comment.

Managers of state lands must coordinate any land clearing or ground disturbing activities with the Division to allow for review and comment on the proposed project. The Division’s recommendations may include, but are not limited to: approval of the project as submitted, recommendation for a cultural

resource assessment survey by a qualified professional archaeologist, and modifications to the proposed project to avoid or mitigate potential adverse effects.

Projects such as additions or alterations to historic structures as well as new construction must also be submitted to the Division for review. Projects involving structures fifty years of age or older must be submitted to the Division for a significance determination. In rare cases, structures under fifty years of age may be deemed historically significant.

Adverse effects to historic properties must be avoided when possible, and if avoidance is not possible, additional consultation with the Division is necessary to develop a mitigation plan. Furthermore, managers of state property should make preparations for locating and evaluating historic properties, both archaeological sites and historic structures.

#### **E. Archaeological Resource Management (ARM) Training**

The ARM Training Course introduces state land managers to the nature of archaeological resources, Florida archaeology, and the role of the Division in managing state-owned archaeological resources. Participants gain a better understanding of the requirements of state and federal laws with regard to protecting and managing archaeological sites on state managed lands. Participants also receive a certificate recognizing their ability to conduct limited monitoring activities in accordance with the Division's Review Procedure, thereby reducing the time and money spent to comply with state regulations. Additional information regarding the ARM Training Course is available at:

<https://dos.myflorida.com/historical/archaeology/education/arm-training-courses/>

#### **F. Matrix for Ground Disturbance on State Lands**

The matrix is a tool designed to help streamline the Division's Review Procedure. The matrix allows state land managers to make decisions about balancing ground disturbance and stewardship of historic resources. The matrix establishes types of undertakings that are either minor or major disturbances and then guides the land manager to consult the Division, conduct ARM-trained project monitoring, or proceed with the project.

Additional information regarding the matrix is available at:

<https://dos.myflorida.com/historical/archaeology/education/dhr-matrix-for-ground-disturbance-on-state-lands/>

#### **G. Human Remains Treatment**

Chapter 872, *Florida Statutes* makes it illegal to willfully and knowingly disturb human remains. In the event human remains are discovered, cease all activity in the area that may disturb the remains. Leave the bones and nearby items in place. Immediately notify law enforcement or the local district medical examiner of the discovery and follow the provisions of Chapter 872, FS. Additional information regarding the treatment of human remains and cemeteries is available at:

<https://dos.myflorida.com/historical/archaeology/human-remains/>

<https://dos.myflorida.com/historical/archaeology/human-remains/abandoned-cemeteries/what-are-the-applicable-laws-and-regulations/>

#### **H. Division of Historical Resources Review Procedure**

Projects on state owned or controlled properties may submit projects to the Division for review using the streamlined State Lands Consultation Form. The form provides instructions to submit projects for review and outlines the necessary information for the Division to complete the review process. The State Lands Consultation Form and additional information about the Division's review process is available at:

<https://dos.myflorida.com/historical/preservation/compliance-and-review/state-lands-review/>

\* \* \*

Questions relating to the treatment of archaeological and historic resources on state lands should be directed to:

Compliance and Review Section  
Bureau of Historic Preservation Division of Historical Resources  
R. A. Gray Building  
500 South Bronough Street  
Tallahassee, FL 32399-0250

**[StateLandsCompliance@dos.myflorida.com](mailto:StateLandsCompliance@dos.myflorida.com)**

Phone: (850) 245-6333  
Toll Free: (800) 847-7278  
Fax: (850) 245-6435



### ***E.3 / Letters of Compliance with County Comprehensive Plans***

*This information will be provided in the final draft of the management plan.*

#### ***E.4 / Division of State Lands Management Plan Approval Letter***

*This information will be provided in the final draft of the management plan.*



Nature Coast Aquatic Preserve Management Plan  
Florida Department of Environmental Protection  
Office of Resilience and Coastal Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, FL 32399  
[www.floridacoasts.org](http://www.floridacoasts.org)

# Nature Coast Aquatic Preserve





# Overview

- What is an aquatic preserve?
- How many are there?
- Who manages aquatic preserves?
- Why are they important?

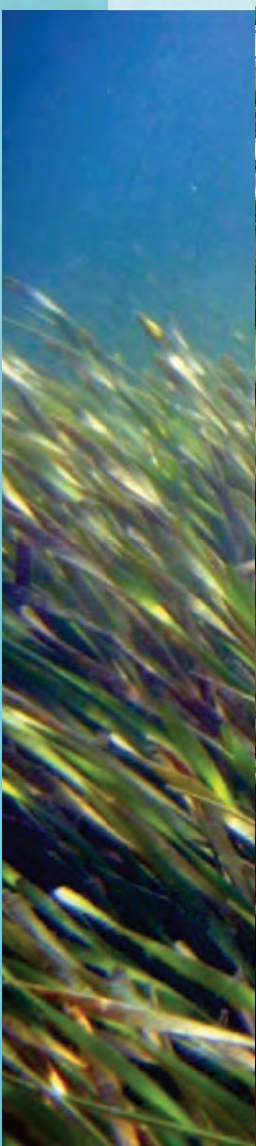
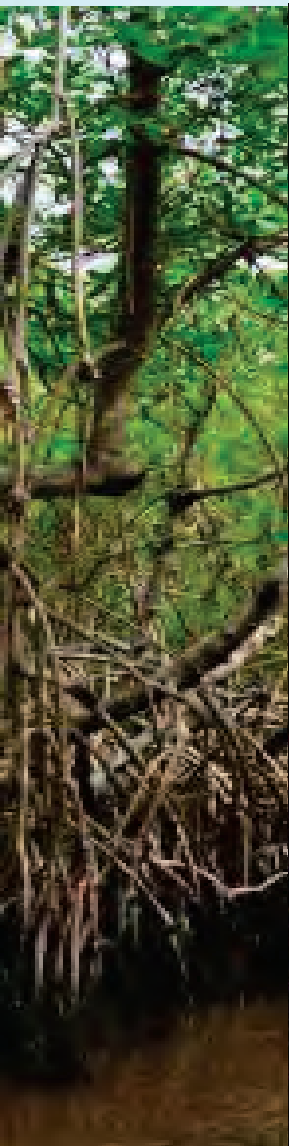








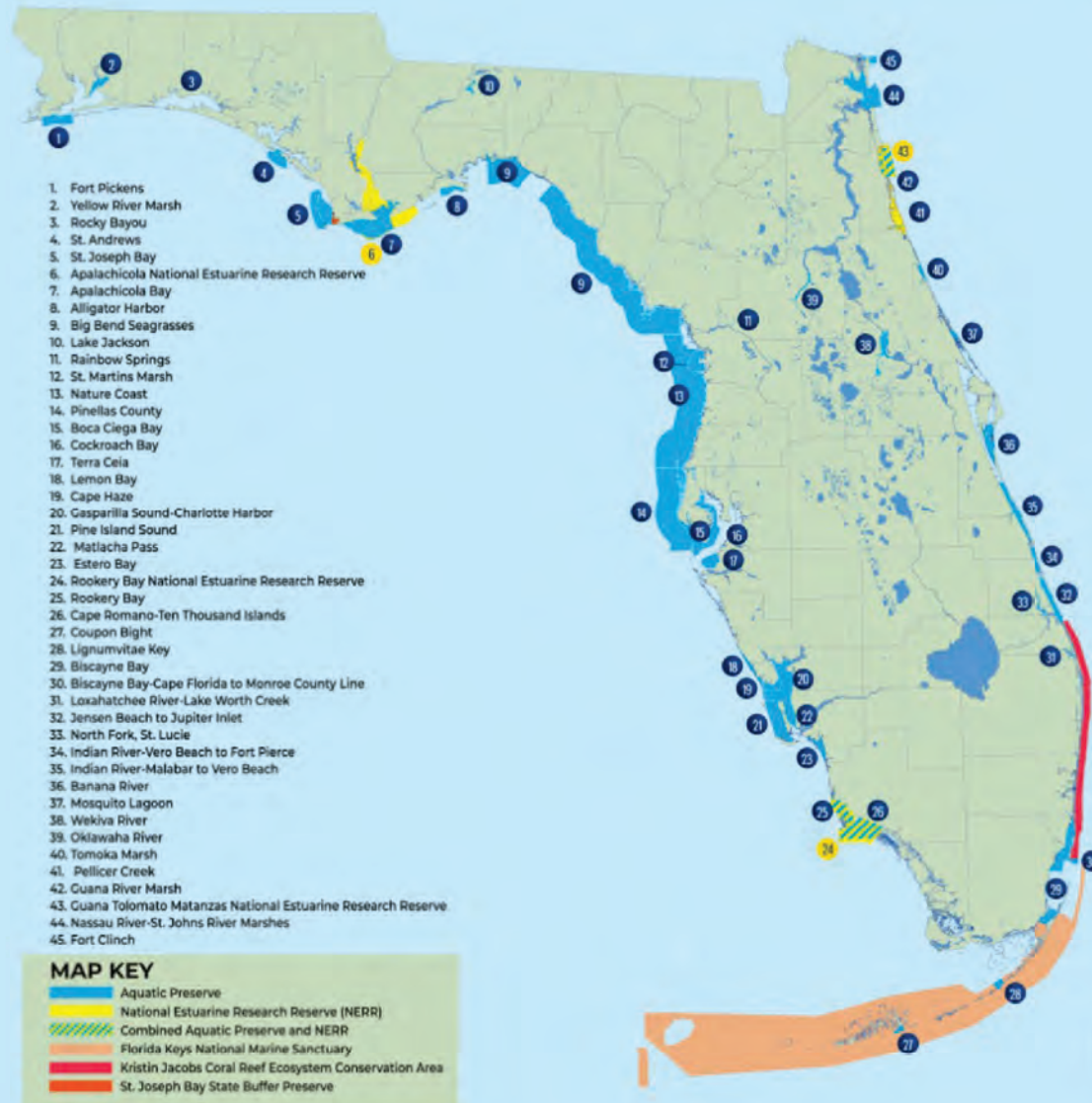






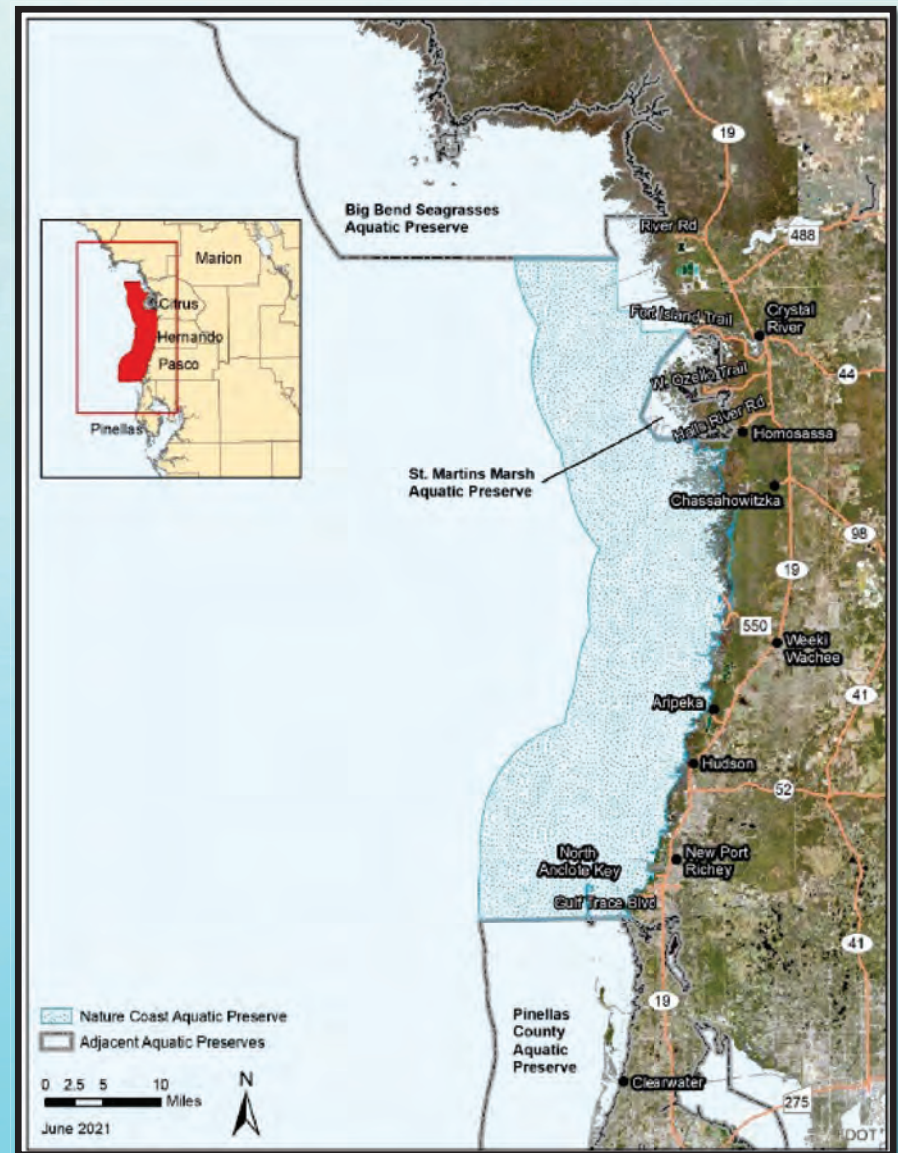
# Aquatic Preserves

- Aquatic Preserves are managed under DEP's Office of Resilience and Coastal Protection (ORCP).
- Florida has 42 aquatic preserves throughout the state, totaling 2.6 million acres.

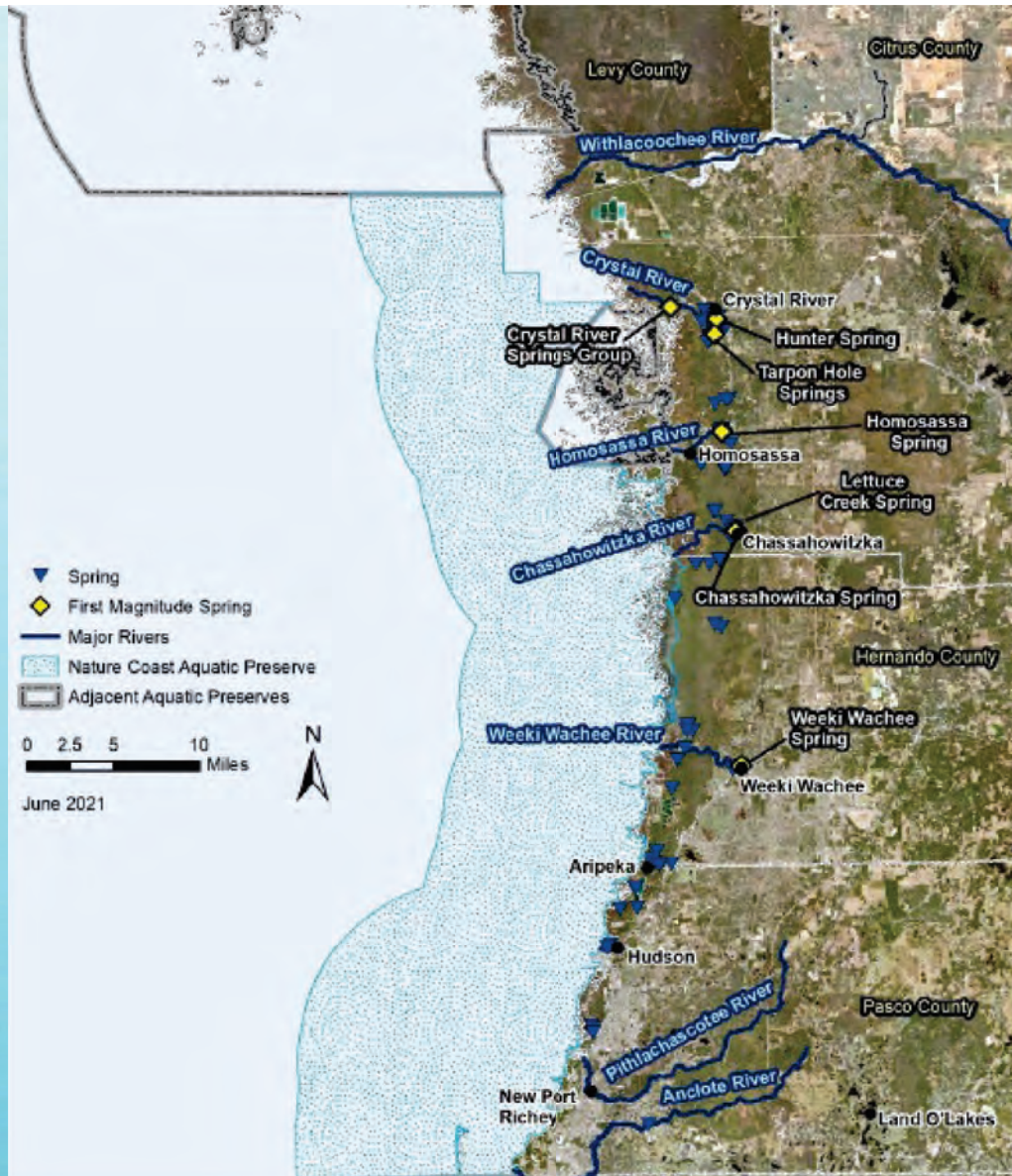


- Nature Coast Aquatic Preserve

- 42<sup>nd</sup> aquatic preserve
- 450,000 acres
- 625 miles of shoreline
- Citrus, Hernando, Pasco counties







## Contributing Rivers

1. Withlacoochee River
2. Crystal River
3. Homosassa River
4. Weeki Wachee River
5. Chassahowitzka River
6. Pithlachascotee River
7. Anclote River

# Nature Coast Aquatic Preserve Management Plan



## Nature Coast Aquatic Preserve Management Plan



Florida Department of Environmental Protection  
Office of Resilience and Coastal Protection  
2600 Blair Stone Road, MS #235  
Tallahassee, FL 32399  
[www.floridacoasts.org](http://www.floridacoasts.org)





## Identified Issues:

1. Water Resources
2. Protection and Management of Submerged Resources
3. Climate Change
4. Human Dimensions



To learn more about the Nature Coast Aquatic Preserve Management Plan, visit:  
[floridadep.gov/RCP/Aquatic-Preserve](http://floridadep.gov/RCP/Aquatic-Preserve)





## AGENDA ITEM

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### TITLE

Agreement With State Department of Transportation for Implementation of Municipal Separate Storm Sewer System Permit and Associated Budget Resolution

### BRIEF OVERVIEW

Hernando County and the Florida Department of Transportation (FDOT) have been cooperating since 2002 to meet the mutual goals and requirements set by the Florida Department of Environmental Protection's (FDEP) National Pollutant Discharge Elimination System (NPDES) permits. The existing Joint Project Agreement expires in August 2023. Both the County and FDOT wish to continue this mutually beneficial agreement.

The County will assist the FDOT to meet its public education goals as identified in the FDEP Notice of Intent to Use Generic Permit for Discharge of Stormwater for Phase II MS4, as detailed in Exhibit "A" of the agreement. FDOT will reimburse the County for 50% of project costs up to a maximum of \$25,000.00.

### FINANCIAL IMPACT

Cost associated with the agreement is \$50,000.00 and will be funded through the Stormwater Management Municipal Service Taxing Unit (MSTU) with FDOT reimbursing the County for 50% of the project costs up to a maximum of \$25,000 and Stormwater Management MSTU funding the remaining 50%. The FDOT share will be recognized in Account No. 7552-3439005 - Charges Svcs NPDES and appropriated to Account No. 7552-09552-5304985 - Public Educ Pgm and Account No. 7552-09552-5304205 - Postage and Freight.

### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached agreement by and between Hernando County and Florida Department of Transportation for the implementation of municipal separate storm sewer system (ms4) permit. It is further recommended the Board approve and authorize the Chairman's signature on the attached associated budget resolution.

### REVIEW PROCESS

|               |           |                     |
|---------------|-----------|---------------------|
| Shannan Lakis | Approved  | 05/04/2023 3:17 PM  |
| Elaine Singer | Approved  | 05/05/2023 8:05 AM  |
| Todd Crosby   | Approved  | 05/05/2023 12:07 PM |
| Jodi Florio   | Approved  | 05/08/2023 11:46 AM |
| Toni Brady    | Approved  | 05/12/2023 8:31 AM  |
| Pamela Hare   | Delegated | 05/12/2023 8:31 AM  |

|                   |          |                     |
|-------------------|----------|---------------------|
| Lisa Morgan       | Approved | 05/12/2023 9:50 AM  |
| Victoria Anderson | Approved | 05/12/2023 9:54 AM  |
| Heidi Kurppe      | Approved | 05/12/2023 11:23 AM |
| Scott Herring     | Approved | 05/12/2023 1:37 PM  |
| Jeffrey Rogers    | Approved | 05/14/2023 9:10 PM  |
| Colleen Conko     | Approved | 05/15/2023 11:36 AM |



**AGREEMENT BY AND BETWEEN  
HERNANDO COUNTY, FLORIDA**

**And**

**FLORIDA DEPARTMENT OF TRANSPORTATION**

**For**

**THE IMPLEMENTATION OF MUNICIPAL SEPARATE STORM SEWER SYSTEM  
(ms4) PERMIT**

**THIS AGREEMENT is made and entered into, by and between Hernando County, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY", and the Florida Department of Transportation, a state agency, hereinafter referred to as "FDOT".**

**RECITALS**

**WHEREAS, the COUNTY and the FDOT are currently in the process of implementing new conditions for the NPDES MS4 permit #FLR04E017 (Cycle 5); and**

**WHEREAS, FDOT has agreed to fund public education with this permit on a cost reimbursement basis.**

**NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and FDOT agree as follows:**

**ARTICLE 1  
Scope of Services**

**The COUNTY shall provide the services described in EXHIBIT A, attached hereto and incorporated by reference herein.**

**ARTICLE 2  
Term of Agreement**

**The Agreement shall be effective upon execution by both parties and shall expire on August 2, 2028 (the "Term") unless sooner terminated in accordance with this Agreement.**

**ARTICLE 3**  
**Consideration and Limitation of Costs**

For its performance under this Agreement, the COUNTY shall be reimbursed by FDOT in an amount not to exceed twenty-five thousand dollars (\$25,000) for services provided during the Term.

**ARTICLE 4**  
**Payment and Reporting Requirements**

The standard financial provisions described in Exhibit B are attached and incorporated by reference herein.

**ARTICLE 5**  
**Maintenance and Review of Records**

The COUNTY and its subcontractors providing any services required to be performed by the COUNTY under this Agreement shall maintain adequate records and accounts, including, but not limited to properly accounting for all FDOT funds received under this Agreement. Records shall be maintained for a period of three years from the date of final payment to the COUNTY under this Agreement or the termination of this Agreement, whichever occurs later.

**ARTICLE 6**  
**Conflict of Interest**

The COUNTY represents that it presently has no interest, and shall acquire no such interest, financial or otherwise, direct, or indirect, nor engage in any business transaction or professional activity or incur any obligation of any nature which would impede or conflict in any manner with the performance of the scope of services required hereunder.

The COUNTY warrants to the FDOT that no gifts or gratuities have been or will be given to any FDOT employee or agent, either directly or indirectly, to obtain this Agreement.

**ARTICLE 7**  
**Governing Laws**

This Agreement shall be governed by the laws, rules, and regulations of the State of Florida.

**ARTICLE 8**  
**Compliance with Applicable Laws**

The COUNTY shall comply with the requirements of all applicable federal, state and local laws and the rules and regulations promulgated thereunder.

**ARTICLE 9**  
**Assignment**

This Agreement may not be assigned nor subcontracted in whole or in part without the prior written consent of the FDOT.

**ARTICLE 10**  
**Waiver**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

**ARTICLE 11**  
**Severability**

In the event any section, sentence, clause, or provision of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

**ARTICLE 12**  
**Third Party Beneficiaries/Independent Contractor**

This Agreement is for the benefit of COUNTY and the FDOT. No third party is an intended beneficiary so as to entitle that person to sue for an alleged breach of this Agreement. COUNTY acknowledges and agrees that it is acting as an independent

contractor in performing its obligations hereunder and not as an agent, officer or employee of the FDOT.

**ARTICLE 13**  
**Modifications**

This writing embodies the entire agreement and understanding between the parties hereto and there are no other agreements and/or understandings, oral or written, with respect to the subject matter hereof, that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the COUNTY and FDOT expressly for that purpose.

**ARTICLE 14**  
**Notice**

Any notices required or permitted to be given hereunder shall be sent by United States certified mail, return receipt requested, or by overnight delivery service or personal delivery with signature verification, to the attention of the following representatives of the parties:

**COUNTY:**

**J. Scott Herring, P.E.**  
**Hernando County Public Works**  
**1525 East Jefferson Street**  
**Brooksville, FL 34601**

**FDOT:**

**J. Scott Stevens**  
**Maintenance Environmental Specialist**  
**Florida Department of Transportation, District 7**  
**11201 N. McKinley Drive, M.S. 1200**  
**Tampa, FL 33612-6456**

Any notice sent in accordance with this Article 14 shall be deemed given upon receipt. The act of refusal by a party of delivery of a notice sent in accordance with this Article 14 shall be deemed acceptance of such notice by such party.



**ARTICLE 15**  
**Access to Records**

**This COUNTY and FDOT shall comply with the requirements of Chapter 119,  
Florida Statutes, with respect to any documents, papers, and records made or received  
by the COUNTY or FDOT in connection with this Agreement.**

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized officers on the day, month and year first written.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Chairman

Approved for Form and Legal Sufficiency

*Victoria Anderson*  
\_\_\_\_\_  
Assistant County Attorney

FLORIDA DEPARTMENT OF  
TRANSPORTATION, DISTRICT 7

By: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

FDOT Legal Review

\_\_\_\_\_  
Attorney for FDOT

**SCOPE OF SERVICES  
NPDES PUBLIC EDUCATION**

**1.0 PURPOSE**

Assist the Florida Department of Transportation, District Seven Maintenance Department in compliance with conditions of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Phase II generic permits issued by the Florida Department of Environmental Protection (FDEP) to FDOT for the FDOT- owned MS4 located in Hernando County.

This project requires Hernando County to facilitate the distribution of public educational materials and services to the community to address key permit requirements related to stormwater pollution source controls with the primary focus on public education and outreach, as well as public involvement and participation as described in in Section 4.3 of this scope of services. The project will be evaluated for effectiveness and this information will be submitted to FDOT in fulfillment of NPDES permit requirements. This program will provide FDOT and Hernando County with cost savings through coordination of educational materials selection and coordination of volunteers to place the materials as a result of the cooperative approach to meeting individual permit objectives.

**2.0 QUALIFICATIONS**

Hernando County has experience in a multitude of regional planning issues including transportation and public education. The County will provide in-kind services in the form of labor and expenses associated with coordinating and implementing the individual stormwater public education programs. The programs to be implemented are either regional in nature or will target cumulative portions (FDOT and County) of the MS4 systems.

**3.0 OFFICE LOCATION**

Hernando County's office is location at 1525 East Jefferson Street, Brooksville, Florida

#### **4.0 SERVICES TO PROVIDED BY THE CONTRACTOR**

- 4.1 Hernando County shall provide all supervision, labor, materials, supplies, equipment, and transportation to fulfill the requirements of the scope of work.
- 4.2 Hernando County shall implement the public education programs identified in the FDEP approved Notice of Intent to Use Generic Permit for Discharge of Stormwater from Phase II MS4. The County shall submit their Annual Report documentation for these permit elements to FDOT within 120 days of the end of the reporting year as indicated in the approved permit.
- 4.3 Hernando County shall ensure that all selected Public Education elements shall achieve the intent of the following NPDES Phase II Permit minimum control measures, as per Table 1 of DEP Form 62-621.300(7)(b):
  - 1.a. Public Education and Outreach
  - 2.a. Public Participation/Involvement
  - 3.d. Illicit Discharge Detection and Elimination

#### **5.0 DEPARTMENT RESPONSIBILITIES**

The Department will provide a Project Manager for administering the terms and conditions of this project who will be Mr. J. Scott Stevens, Maintenance Environmental Specialist, Department of Transportation, MS 7-1200, 11201 North McKinley Drive, Tampa, Florida 33612, Telephone (813) 975-6639. The Department reserves the right to change the Project Manager at any time.

#### **6.0 BEGINNING AND LENGTH OF SERVICES**

The services to be rendered by Hernando County shall commence on or about August 1, 2023 and shall be completed on or about August 2, 2028.

#### **7.0 TERMINATION ACTION**

Any necessary default action will be processed in accordance with Department of Management Services Rule 60A-1.006(3).

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## Exhibit B

### Standard Financial Provisions

1. The DEPARTMENT agrees to compensate the COUNTY for services described in Exhibit A — Scope of Services, of the Interlocal Agreement. The method of Compensation is included as Exhibit B.
2. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Project Number FM 42174817208, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit A - Scope of Services.
3. Invoices shall be submitted by the COUNTY in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit A — Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.
4. Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A — Scope of Services was met.
5. There shall be no reimbursement for travel expenses under this Agreement.
6. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under **Chapters 215 and 216, F.S.** If the DEPARTMENT determines that the performance of the COUNTY is unsatisfactory, the DEPARTMENT shall notify the COUNTY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The COUNTY shall, within five days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the COUNTY will address all issues of contract non-performance, unacceptable performance, and failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan

is unacceptable to the DEPARTMENT, the COUNTY shall be assessed a nonperformance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then- current billing period. The retainage shall be withheld until the COUNTY resolves the deficiency. If the deficiency is subsequently resolved, the COUNTY may bill the DEPARTMENT for the retained amount during the next billing period. If the COUNTY is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's terms.

7. The COUNTY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 5 working days unless the bid specifications, purchase order, or contract specifies otherwise. The DEPARTMENT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received, inspected, and approved.
8. If payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the COUNTY. Interest penalties of less than one (1) dollar will not be enforced unless the COUNTY requests payment. Invoices that have to be returned to a COUNTY because of COUNTY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
9. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413 5516.
10. Records of costs incurred under the terms of the original Agreement and subsequent Amendments shall be maintained and made available upon request to the Department at all times during the period of the original Agreement and subsequent Amendments, and for 25 years after final payment is made. Copies of these documents and records shall be furnished to the department upon request. Records of cost incurred include the COUNTY general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

11. In the event this contract is for services in excess of \$25,000.00 and term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

12. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.

13. The COUNTY shall:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and
2. Expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

14. The COUNTY agrees to comply with Section 20.055(5) F.S. and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

**RESOLUTION NO.: 2023-\_\_\_\_\_**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2023 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 2023 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2023 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**

| <u>Account Number</u> | <u>Account Name</u>    | <u>Present Budget</u> | <u>Increase/Decrease</u> | <u>Amended Budget</u> |
|-----------------------|------------------------|-----------------------|--------------------------|-----------------------|
| 7552-3439005          | CHRG SVCS-NPDES PERMIT | 5,000.00              | 25,000.00                | \$30,000.00           |
|                       |                        |                       |                          | 0.00                  |
|                       |                        |                       |                          | 0.00                  |
|                       |                        |                       |                          | 0.00                  |
|                       |                        | \$5,000.00            | \$25,000.00              | \$30,000.00           |

**EXPENSES**

| <u>Account Number</u> | <u>Account Name</u>       | <u>Present Budget</u> | <u>Increase/Decrease</u> | <u>Amended Budget</u> |
|-----------------------|---------------------------|-----------------------|--------------------------|-----------------------|
| 7552-09552-5304985    | FEES/COST-PUBLIC EDUC PGM | 10,000.00             | 22,500.00                | \$32,500.00           |
| 7552-09552-5304205    | POSTAGE AND FREIGHT       | 500.00                | 2,500.00                 | 3,000.00              |
|                       |                           |                       |                          | 0.00                  |
|                       |                           |                       |                          | 0.00                  |
|                       |                           |                       |                          | 0.00                  |
|                       |                           | \$10,500.00           | \$25,000.00              | \$35,500.00           |

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
Chairman

**\*\* Reference: Legistar #12192 / Mtg Date 05.23.23**

|   |                  |                 |                |             |
|---|------------------|-----------------|----------------|-------------|
| Office of Management and Budget use only: |                  |                 |                |             |
| Fund Number: 7552                         | Department 09552 | Approved by: JF | Date: 5-8-2023 | BR2023- 034 |

Revised 9/20/22  
No.





## Board of County Commissioners

### AGENDA ITEM

Meeting: 05/23/2023  
Department: Stormwater  
Prepared By: Tina Duenninger  
Initiator: Todd Crosby  
DOC ID: 12160  
Legal Request Number: 2023-222  
Bid/Contract Number: Project No. Q307; Agreement No. 23CF0003986

---

#### TITLE

Cooperative Funding Initiative Project Agreement With Southwest Florida Water Management District for Brittle Road Within Lizzie Hart Sink Watershed Stormwater Improvement Feasibility Study and Associated Budget Resolution

#### BRIEF OVERVIEW

The Southwest Florida Water Management District (District) and Hernando County will partner and combine resources through the attached Cooperative Funding Initiative (CFI) Project Agreement for the development of a feasibility study to include a resource evaluation of the watershed, a Level of Service Analysis (LOS), and identification and ranking of Best Management Practices (BMPs) to mitigate flooding and water quality impacts near Brittle Road within Lizzie Hart Sink watershed in Hernando County.

The project will provide more detail for water quality and flood protection benefits, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMPs to help determine whether the County moves forward with design and construction.

The feasibility cost is \$200,000.00; to be split 50/50 by both agencies. The agreement effective date is October 1, 2022, through July 1, 2025, or upon satisfactory completion of the project and subsequent final reimbursement to the County, whichever occurs first.

#### FINANCIAL IMPACT

The feasibility study cost is \$200,000.00; to be split 50/50 (District share is \$100,000.00 and County share is \$100,000.00). County funding share in the amount of \$100,000.00 is available with approval of the attached budget resolution in Account No. 7552-09552-5303103 (Stormwater Management MSTU, Professional Services).

#### LEGAL NOTE

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

#### RECOMMENDATION

It is recommended the Board approve and authorize the Chairman's signature on the attached Cooperative Funding Initiative Project Agreement with the Southwest Florida Water Management District for the Brittle Road Lizzie Hart Sink Stormwater Improvement Feasibility Study and associated budget resolution recognizing Southwest Florida Water Management District funding and realigning County's cost share from reserves.

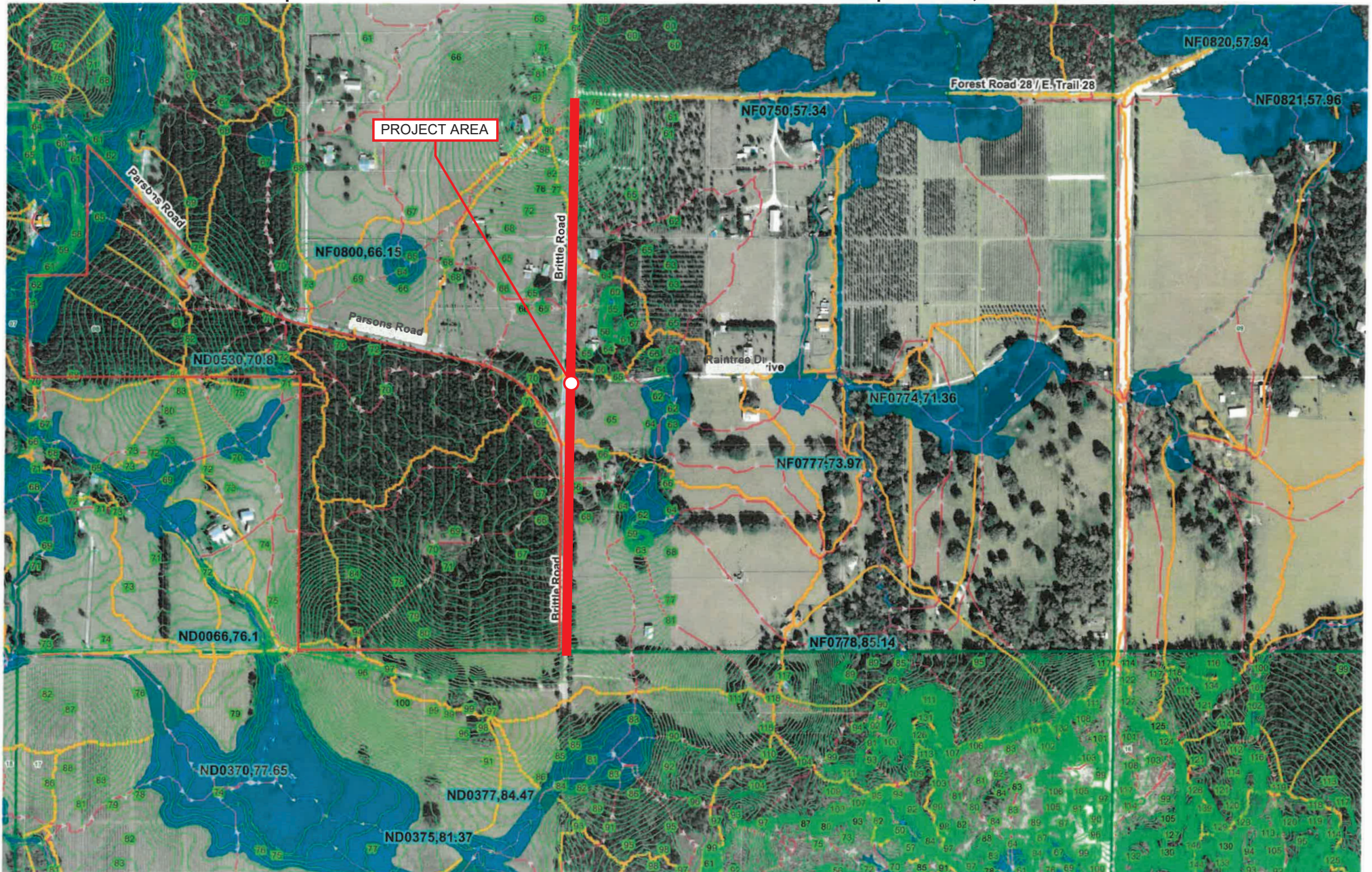
#### REVIEW PROCESS

|               |          |                    |
|---------------|----------|--------------------|
| Marie Warren  | Approved | 04/24/2023 8:13 AM |
| Elaine Singer | Approved | 04/25/2023 9:42 AM |
| Shannan Lakis | Approved | 04/25/2023 4:03 PM |
| Todd Crosby   | Approved | 04/25/2023 4:58 PM |

|                   |            |                     |
|-------------------|------------|---------------------|
| Toni Brady        | Disapprove | 04/30/2023 10:38 AM |
| Jodi Florio       | Approved   | 05/02/2023 8:38 AM  |
| Toni Brady        | Approved   | 05/03/2023 8:55 AM  |
| Pamela Hare       | Approved   | 05/03/2023 9:36 AM  |
| Victoria Anderson | Approved   | 05/04/2023 9:18 AM  |
| Heidi Kurppe      | Approved   | 05/04/2023 3:25 PM  |
| Scott Herring     | Approved   | 05/05/2023 12:19 PM |
| Jeffrey Rogers    | Approved   | 05/14/2023 10:46 PM |
| Colleen Conko     | Approved   | 05/15/2023 10:52 AM |



**Area Map for Brittle Road within Lizzie Hart Sink Watershed Stormwater Improvement; SWFWMD CFI Q307**







An Equal  
Opportunity  
Employer

# Southwest Florida Water Management District

**Bartow Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
WaterMatters.org

**Tampa Office**  
7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

2023 AP -6 PM 4:20

April 5, 2023

**Joel Schleicher**  
Chair, Charlotte, Sarasota

**Ed Armstrong**  
Vice Chair, Pinellas

**Michelle Williamson**  
Secretary, Hillsborough

**John Mitten**  
Treasurer, Hernando, Marion

**Kelly S. Rice**  
Former Chair, Citrus, Lake,  
Levy, Sumter

**Ashley Bell Barnett**  
Polk

**Jack Bispham**  
Manatee

**John Hall**  
Polk

**Brian J. Armstrong, P.G.**  
Executive Director

Todd Crosby  
Hernando County  
1525 East Jefferson Street  
Brooksville, FL 34601

Subject: Brittle Road Lizzie Hart Sink Stormwater Improvement  
Project No. Q307  
Agreement No. 23CF0003986

Dear Todd:

Enclosed are two originals of the agreement between the Southwest Florida Water Management District (District) and Hernando County, for the subject project. Please have all originals signed and dated, then return them to my attention at our Brooksville office. One fully executed originals will be sent to you for your files after the District's executive director or designee has signed the agreements.

Please contact the procurement section if you are unable to have the referenced agreement signed and returned to the District within 90 calendar days from the date on this letter. Delayed execution of this agreement may affect the ranking of future cooperative funding requests.

If you have any questions, please contact me at (352) 415-1138.

Sincerely,

Meagan Finneran  
Contract Specialist

Enclosures (2)  
cc: Megan Finnermore  
S. Tarokh, PAB  
Records (Contract File)



# 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: 1525 East Jefferson Street  
Brooksville, Florida 34601  
Project Number: Q307  
Project Name: Brittle Road Lizzie Hart Sink Stormwater Improvement  
Project Description: The project consists of development of a study that includes a resource evaluation of the watershed, a Level of Service Analysis (LOS), and identification and ranking of Best Management Practices (BMPs) to mitigate flooding and water quality impacts near Brittle Road within the Lizzie Hart Sink watershed in Hernando County (Project).  
Electronic Signature: Yes

## Funding/Agreement Information

\*expiration dates subject to change

Risk Level: Type 3  
Effective Date: 10/01/2022 \*Expiration Date: 07/01/2025  
Anticipated Total Project Cost: \$200,000 \*O&M Expiration Date: \_\_\_\_\_  
District's Maximum Share: \$100,000 Multi-Year Funded Project: No  
State Funds: No CSFA #: \_\_\_\_\_ Title: \_\_\_\_\_  
Federal Funds: No CFDA #: \_\_\_\_\_ Title: \_\_\_\_\_  
Cooperator's Total Share: \$100,000 Approved funds: \$100,000 Through FY: 2023  
District Funding Percentage: 50% Land Acquisition Cost: No  
Third Party Review: No Conservation Easement: No

## Party Contacts

### District Contract Manager

Name: Megan Finnemore, Engineer  
Address: 2379 Broad Street  
Brooksville, Florida 34604  
Phone: (352) 269-6074  
Email: Megan.finnemore@swfwmd.state.fl.us

### Cooperator Project Manager

Name: Todd Crosby  
Address: 1525 East Jefferson Street  
Brooksville, Florida 34601  
Phone: (352) 754-4062 Ext. 17016  
Email: tcrosby@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) |
|   | Exhibit B - CFI Special Terms and Conditions – Construction (Third-Party Review)   |
|   | Exhibit B - CFI Special Terms and Conditions – Septic to Sewer   |
| X | Exhibit C - Project Plan   |
| X | Exhibit D - Minority/Women Owned and Small Business Utilization Report Form  |
|   | Exhibit E - Contingency Funds Justification Form   |
|   | Exhibit F - Special Audit Requirements   |
|   | Exhibit G - State Funding Requirements   |
|   | Exhibit H - Federal Funding Requirements   |
|   | Exhibit I - Miscellaneous  |
| X | Attachment 1 - Cooperative Funding Agreement Checklist   |
|   | Attachment 2 - Sample Conservation Easement  |

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: **JOHN ALLOCCO** Date: \_\_\_\_\_  
 Title: **CHAIRMAN**

Approved as to Form  
and Legal Sufficiency

By: *Victoria Anderson*  
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 20 years, 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 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 shall provide all remaining funds necessary for the satisfactory completion of the Project.

5.2. Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages as described in the CFI Project Agreement. If the District is a recipient of state or federal appropriations or grant funds for the Project, the District's reimbursement obligation of such funding amounts is contingent upon the District's receipt of such funds.

- 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 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 anticipated total cost of the Project for contingency reimbursement. The District's total reimbursement obligation of contingency expenses is limited to its funding percentage identified in CFI Project Agreement. If an invoice includes expenditures of contingency funds, the Cooperator shall complete and submit the Contingency Funds Justification Form exhibit to explain the basis of each line item expenditure.
- 5.4. The Cooperator shall evaluate the cost benefit of utilizing owner direct purchases for the Project and shall advise the District as to the reason the Cooperator did or did not choose to utilize owner direct purchase for major Project components.
- 5.5. 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.
- 5.6. Unless otherwise indicated in this Agreement, the District shall withhold a retainage of 10% of its funding share until all submittals and deliverables required by this Agreement have been provided and the District's Contract Manager verifies their compliance with this Agreement.
- 5.7. If the Project Plan requires the District to contract with a consultant to perform a third-party review of the 30% design package:
  - 5.7.1. The District shall withhold reimbursement of the costs associated with the 30% design package in an amount equivalent to half the cost of the third-party review.
  - 5.7.2. The District has the right to terminate this Agreement without further payment obligation at the option of the District Governing Board, in its sole discretion, after being presented with the third-party review. If the Board decides to terminate this Agreement, the District shall not be obligated to reimburse the Cooperator for any post-30% design work.
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. The District's funding percentage 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 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. \_\_\_\_\_), are allowable, allocable, properly documented, and are in accordance



with the approved Project Budget. This invoice includes \$\_\_\_ of contingency funds expenditures."

If the invoice includes the use of federal or state appropriations or grant funds, the certification must also include the following sentence:

"The Cooperator received a total of \$\_\_\_ in federal and state appropriations or grant monies for the Project and \$\_\_\_ has been allocated to this invoice, reducing the District's and Cooperator's share of this invoice to \$\_\_\_ / \$\_\_\_ respectively."

- 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](mailto: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 (F.S.), 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), F.S., 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), F.S., 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, F.S., 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, F.S. 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, F.S., 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, F.S., 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, F.S.
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. Diversity in Contracting and Subcontracting.

The District is committed to supplier diversity in the performance of all contracts associated with District cooperative funding projects. The Cooperator shall encourage Project participation of minority owned and woman owned and small business enterprises, as prime contractors and subcontractors, in accordance with applicable laws.

18.1. If requested, the District shall assist the Cooperator by sharing information to help the Cooperator ensure that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

18.2. If the District's share of Project costs is greater than or equal to \$100,000, the Cooperator shall provide the District with the Minority/Women Owned and Small Business Utilization Report attached as an exhibit, indicating all contractors and subcontractors who performed Project work, the amount paid to each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. The report is required upon Project completion prior to final payment, or within 30 days of the execution of any amendment that increases the total Project cost, for information up to the date of the amendment and prior to the disbursement of any additional funds by the District.

19. 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.

20. 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.

21. Lobbying Prohibition.

Pursuant to Section 216.347, F.S., 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.

22. 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.

23. Entire Agreement.

This Agreement, including the attached, referenced, and incorporated exhibit(s), 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, or  
Third-Party Review (design only)

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, F.S. 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, FL 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.

Exhibit C  
Southwest Florida Water Management District  
Project Plan

**PROJECT DESCRIPTION**

The Project is a cooperative funding project located in Hernando County. This feasibility study will include a resource evaluation of the watershed, a Level of Service Analysis (LOS), and identification and ranking of Best Management Practices (BMPs) to mitigate flooding and water quality impacts near Brittle Road within the Lizzie Hart Sink watershed in Hernando County. The Project will provide more detail for water quality and flood protection benefits, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMP(s) to help determine whether Hernando County moves forward with formal design and construction.

**MEASURABLE BENEFIT**

The completion of the study to evaluate alternatives to mitigate flooding impacts and improve water quality within the Lizzie Hart Sink watershed, in accordance with the requirements of this Agreement.

**PROJECT TASKS**

Key tasks to be performed by the Cooperator:

1. **DATA COLLECTION PLAN**– A data collection plan shall be prepared that documents consideration of all suggested data collection alternatives presented and any additional options as deemed necessary. In addition, the plan shall document the selected data collection methods, frequency and duration that will meet the objectives and Measurable Benefit set forth in this scope of work.
2. **DATA COLLECTION**– Data collection shall be completed to determine water quality and flood protection impacts, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMP(s). This may include, but is not limited to, the following: evaluation of prior studies, historical high water levels data, available water quality monitoring data, and/or survey.
3. **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 and evaluates the data collection information. The collected data shall be compiled in an organized and structured manner to be presented and reviewed with the District prior to proceeding with the Project.
4. **WATERSHED AND WATER QUALITY ASSESSMENT**– Task includes updates to the ICPR model and a resource evaluation to estimate pollutant loads.
5. **LEVEL OF SERVICE** - Task includes establishing flood protection level of service (FPLOS), identifying roadway and structure flooding, and estimating flood damage.
6. **BMP ALTERNATIVES ANALYSIS**– Task includes identifying best management practices (BMPs) to address project objectives through alternatives analysis and prioritization.
7. **DRAFT AND FINAL REPORT**– The Cooperator shall prepare a draft report that presents the data results and analysis, and provides a determination of the Level of Service Analysis (LOS), and identification and ranking of Best Management Practices (BMPs) to mitigate flooding and water quality impacts near Brittle Road within the Lizzie Hart Sink watershed in Hernando County. The

report shall identify, evaluate, and recommend management options/alternatives that will accomplish the resource benefit of the Project and shall include resource benefits and cost estimates (nutrient load reduction for water quality projects and/or benefit-cost analysis for flood protection projects) for each option. This shall be accomplished through review and analysis of any existing water quality or watershed 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 Plan
- Data Compilation and Analysis
- Watershed and Water Quality Assessment Model Report and supporting calculations/model/data
- FPLOS Analysis Report
- BMP Alternatives Analysis Report
- Resource Benefit calculations and methodology
- Cost benefit analysis
- Draft and final report

## **DELIVERABLES FOR DISTRICT COMMENTS**

- Data Collection Plan
- Data Compilation and Analysis
- Watershed and Water Quality Assessment Model Report and supporting calculations/model/data
- FPLOS Analysis Report
- BMP Alternatives Analysis Report
- Resource Benefit calculations and methodology
- Cost benefit analysis
- Draft Report

## **SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS** (include for Survey and Geospatial Data)

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.; Rule 5J-17 F.A.C.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.



**PROJECT SCHEDULE**

| DESCRIPTION                               | COMMENCE | COMPLETE |
|---|----------|----------|
| Data Collection Plan                      | 03/01/23 | 05/01/23 |
| Data Collection, Compilation and Analysis | 03/01/23 | 01/31/24 |
| Watershed and Water Quality Assessment    | 05/01/23 | 01/31/24 |
| Level of Service                          | 05/01/23 | 01/31/24 |
| BMP Alternatives Analysis                 | 03/01/24 | 04/01/24 |
| Draft Report                              | 04/01/24 | 06/01/24 |
| Final Report                              | 06/01/24 | 07/01/24 |

**PROJECT BUDGET**

| DESCRIPTION                               | DISTRICT  | COOPERATOR | TOTAL     |
|---|-----------|------------|-----------|
| Data Collection Plan                      | \$7,000   | \$7,000    | \$14,000  |
| Data Collection, Compilation and Analysis | \$23,650  | \$23,650   | \$47,300  |
| Watershed and Water Quality Assessment    | \$22,300  | \$22,300   | \$44,600  |
| Level of Service                          | \$5,250   | \$5,250    | \$10,500  |
| BMP Alternatives Analysis                 | \$18,000  | \$18,000   | \$36,000  |
| Draft Report                              | \$14,300  | \$14,300   | \$28,600  |
| Final Report                              | \$9,500   | \$9,500    | \$19,000  |
| TOTAL                                     | \$100,000 | \$100,000  | \$200,000 |

The remainder of this page intentionally left blank.

Exhibit D  
Southwest Florida Water Management District  
Minority/Women Owned and Small Business Utilization Report

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Procurement Services Office, Phone (352) 505-2970.

|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|---|-------------------|---|---|------------------|-------------------|----------------------------|-----------------|----------------|-------------------|-------------------|----------------------------|-----------------|----------------|
| COOPERATOR: _____<br><br>AGREEMENT NO.: _____<br><br>PROJECT NAME: _____<br><br>TOTAL PROJECT COST: _____ |                   | INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED* |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   | BUSINESS<br>CLASSIFICATION  |   | CERTIFIED MBE    |                   |                            |                 |                | NON-CERTIFIED MBE |                   |                            |                 | UNKNOWN        |
|   |                   | NON-MINORITY  | SMALL BUSINESS<br>Section 288.703(1) F.S. | AFRICAN AMERICAN | HISPANIC AMERICAN | ASIAN/HAWAIIAN<br>AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN | AFRICAN AMERICAN  | HISPANIC AMERICAN | ASIAN/HAWAIIAN<br>AMERICAN | NATIVE AMERICAN | AMERICAN WOMAN |
| NAMES OF CONTRACTORS AND<br>SUBCONTRACTORS UTILIZED   | TOTAL AMOUNT PAID |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |
|   |                   |   |   |                  |                   |                            |                 |                |                   |                   |                            |                 |                |

\* ☐ Our organization does not collect minority status data.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

Attachment 1  
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:**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation and contract with consultant. If not provided timely, items may not be eligible for reimbursement (Subparagraph 7.6 of Exhibit A) |
| <input type="checkbox"/> | <input type="checkbox"/> | If applicable, design drawings (Exhibit B, Paragraph 4)  |

**For Construction:**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of solicitation, submitted bid form, and contract with contractor. If not provided timely, items may not be eligible for reimbursement (Subparagraph 7.6, Exhibit A)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of Notice to Proceed to contractor (Exhibit B, Paragraph 1)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Owner Direct Purchase Statement (Exhibit A, Subparagraph 5.4)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of construction permits (Exhibit A, Paragraph 16)  |
| <input type="checkbox"/> | <input type="checkbox"/> | 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)                                       |
| <input type="checkbox"/> | <input type="checkbox"/> | Draft signage (Exhibit B, Additional Clauses)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Any state or federal appropriations or grant funds received by the Cooperator for the Project will be applied to reduce each party's share in accordance with their respective funding percentages (Exhibit A, Subparagraphs 5.2 and 7.2) |
| <input type="checkbox"/> | <input type="checkbox"/> | Copy of all required federal, state, and local environmental permit approvals and permitted drawings (Exhibit A, Paragraph 16)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Operational Plan (Exhibit B, Operation and Maintenance Paragraph)   |

**During Project Work:**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Quarterly status reports (Exhibit A, Paragraph 11)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Invoices for reimbursement (Exhibit A, Paragraph 7)  |
| <input type="checkbox"/> | <input type="checkbox"/> | Contingency Form for each contingency item (Exhibit A, Subparagraph 5.3)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Notices for changes to prime contacts (Exhibit A, Paragraph 1)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to extend project task deadline and adjustment to line item budget (Exhibit A, Paragraph 2)   |
| <input type="checkbox"/> | <input type="checkbox"/> | Requests to changes to scope, budget, and/or schedule requiring an amendment to the agreement  |
| <input type="checkbox"/> | <input type="checkbox"/> | M/W/SME Form must be submitted to the District if an amendment is executed that increases the total Project cost. This will apply to amendments when authorizing post-TPR work (If District's share is \$100,000 or greater) |

**Close Out:**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Prior to Final Payment Reimbursement the Cooperator will provide to the District: Minority/Women Owned and Small Business Utilization Report (If District's share is \$100,000 or greater) |
| <input type="checkbox"/> | <input type="checkbox"/> | All Deliverables listed in Exhibit C, Project Plan, as described in the tasks  |

**Survival of the Agreement:**

- |                          |                          |   |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | The District, upon request, may review the biennial Operation and Maintenance Report (Exhibit B, Operation and Maintenance Paragraph) |
|--------------------------|--------------------------|---|

RESOLUTION NO.: 2023-\_\_\_\_\_

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY AMENDING THE BUDGET TO REFLECT INCREASED FUNDS OR REVENUES NOT ANTICIPATED IN THE 2023 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 2023 Fiscal Year was adopted; and,

WHEREAS, pursuant to §129.06 of the Florida Statutes, the budget for Fiscal Year 2023 must be amended to account for these unanticipated increased revenues; and,

WHEREAS, the total 2023 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**

| <u>Account Number</u> | <u>Account Name</u> | <u>Present<br/>Budget</u> | <u>Increase/<br/>Decrease</u> | <u>Amended<br/>Budget</u> |
|-----------------------|---------------------|---------------------------|-------------------------------|---------------------------|
| 7552-3373248          | SWFWMD-Coop Funding | 0.00                      | 100,000.00                    | \$100,000.00              |
|                       |                     |                           |                               | 0.00                      |
|                       |                     |                           |                               | 0.00                      |
|                       |                     |                           |                               | 0.00                      |
|                       |                     | \$0.00                    | \$100,000.00                  | \$100,000.00              |

**EXPENSES**

| <u>Account Number</u> | <u>Account Name</u>                      | <u>Present<br/>Budget</u> | <u>Increase/<br/>Decrease</u> | <u>Amended<br/>Budget</u> |
|-----------------------|--|---------------------------|-------------------------------|---------------------------|
| 7552-09552-5303103    | Professional Services-Engineering        | 159,200.00                | 200,000.00                    | \$359,200.00              |
| 7552-09552-5909967    | Budget Reserves-Capital Improvement Proj | 861,652.00                | -100,000.00                   | 761,652.00                |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  |                           |                               | 0.00                      |
|                       |  | \$1,020,852.00            | \$100,000.00                  | \$1,120,852.00            |

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

Attest: \_\_\_\_\_  
**DOUGLAS A. CHORVAT, JR.**  
Clerk of Circuit Court & Comptroller

By: \_\_\_\_\_  
**JOHN ALLOCCO**  
Chairman

\*\* Reference: Legistar # / Mtg Date: 12160 / 05.23.2023

|   |                      |                 |                |
|---|----------------------|-----------------|----------------|
| Office of Management and Budget use only: |                      |                 |                |
| Fund Number: 7552                         | Department No. 09552 | Approved by: JF | Date: 5/2/2023 |
|   |                      |                 | BR2023- 033    |

Revised 9/20/22





## AGENDA ITEM

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### TITLE

Declaration of County Owned Property Located on Budowski Road as Surplus Property and Consideration of Purchase Offers Submitted by Potential Buyers (Key #593968)

### BRIEF OVERVIEW

Hernando County owned Parcel Key No. 593968 is a residential, vacant parcel consisting of 20,743 square feet that is located on Budowski Road.

There are two offers to purchase the subject property on this agenda item. The first offer is from Allie Property Holdings, Inc., for the sum of \$20,000.00 and LQ Corporate Acquisitions, LLC for the sum of \$15,000.00.

The Hernando County Property Appraiser's 2022 market value, based on 2021 qualified sales, is \$15,409.00. The offer presented by Allie Property Holdings, Inc., is 130% of the Property Appraiser's value. The offer presented by LQ Corporate Acquisitions, LLC is 97% of the Property Appraiser's value.

Staff recommends the offer being made on behalf of Allie Property Holdings, LLC in the amount of \$20,000.00 be accepted and the offer made on behalf of LQ Corporate Acquisitions, LLC in the amount of \$15,000.00 be the contingent offer.

The legal description for this parcel is as follows:

Lot 1, MAGNOLIA MANOR, as per plat thereof, recorded in Plat Book 15, Page 76, Public records of Hernando County, Florida. Subject to an easement over the East 15 feet thereof as recorded in ORB 2124, Page 413, Public records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R25 221 18 2675 0000 0010

Property Appraiser's Key No.: 593968

### FINANCIAL IMPACT

If this Contract is accepted, after closing (per FS 197.592) the proceeds will be deposited in Revenue Account No. 0011-3641061 General Fund, Sale of Surplus Land.

### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Section 125.35, Florida Statutes and Chapter 2, Art. VII, Div. 2, Hernando County Code of Ordinances concerning disposition of real property.

### RECOMMENDATION

If the Board determines that the offers and terms serve the best interests of Hernando County, declare Parcel Key No. 593968 as surplus and authorize the Chairman to sign any contracts

conveying the property, as well as authorize the County Attorney's Office to prepare or have prepared the necessary documents to finalize the transaction and execute same on the Board's behalf including, but not limited to, a statutory deed.

It is recommended the offer being made on behalf of Allie Property Holdings, Inc., in the amount of \$20,000.00 be accepted, and the offer made on behalf of LQ Corporate Acquisitions, LLC in the amount of \$15,000.00 be the contingent offer.

## **REVIEW PROCESS**

|                |          |            |          |
|----------------|----------|------------|----------|
| Kelly Soreng   | Approved | 04/27/2023 | 9:21 AM  |
| Elaine Singer  | Approved | 04/27/2023 | 1:41 PM  |
| Todd Crosby    | Approved | 04/28/2023 | 8:36 AM  |
| Toni Brady     | Approved | 04/30/2023 | 10:34 AM |
| Pamela Hare    | Approved | 05/01/2023 | 3:27 PM  |
| Jon Jouben     | Approved | 05/03/2023 | 9:52 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 | 8:50 AM  |
| Scott Herring  | Approved | 05/04/2023 | 9:00 AM  |
| Jeffrey Rogers | Approved | 05/04/2023 | 9:36 AM  |
| Colleen Conko  | Approved | 05/04/2023 | 10:04 AM |

## PURCHASE/SALE AGREEMENT

COUNTY OF HERNANDO  
STATE OF FLORIDA

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter referred to as the "Seller"; and Allie Property Holdings, Inc., a Florida Corporation, whose marital status is NA, and whose address is 6142 Waters Way, Spring Hill, FL 34607, hereinafter referred to as the "Buyer."

### WITNESSETH

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Lot 1, MAGNOLIA MANOR, as pet plat thereof, recorded in Plat Book 15, Page 76, Public Records of Hernando County, Florida. Subject to an Easement over the East 15 feet thereof as recorded in ORB 2124, Page 413, Public Records of Hernando County, Florida.

Property Appraiser's Key No.: 593968

Property Appraiser's Parcel ID No.: R25 221 18 2675 0000 0010

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be Twenty Thousand (\$ 20,000.00 ), plus documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.
2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.
3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the County in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.
4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.
5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.
6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title  
Address: 111 N. Main Street Brooksville, FL 34601  
Phone Number: 352-796-9416

If this portion is left blank the exchange of Deed and total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

**Title Insurance Exception-** The County acquired title to the subject property via Escheatment Tax Deed on 01/18/2022. Per Florida Statutes 95.192, Limitation upon acting against tax deed- *When a tax deed has been issued to any person under s. 197.552 for 4 years, no action shall be brought by the former owner of the property or any claimant under the former owner.* Thus, the following title insurance exception, subject to amendment, will be included on an Owner's Title Commitment and final Title Insurance Policy:

Any interest of "the prior owner" and those having a recorded interest in the subject property prior to the issuance of that certain Escheatment Tax Deed recorded in Official Records Book 4115, Page 441 of the Public Records of Hernando County, Florida. In addition, any loss or damage caused as a result of a claim of unmarketability due to the lack of a quiet title action to establish the validity of the said Escheatment Tax Deed.

Buyer comprehends the Title Insurance Policy Exception, or Buyer should seek independent legal counsel prior to contract execution, and Buyer agrees to purchase and close the transaction subject to the exception.



IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:  
HERNANDO COUNTY, a political subdivision of the State  
of Florida

Attest: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

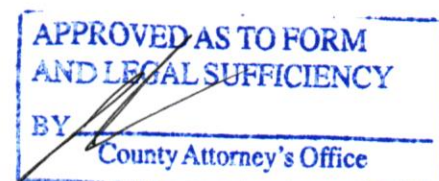
By: \_\_\_\_\_  
Chairman / Vice-Chairman

Witness: Charles Buckner  
Print Name: Charles Buckner

Buyer: Porfidio Acevedo  
By: \_\_\_\_\_  
Allie Property Holdings, Inc.  
by: Porfidio Acevedo, President

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_



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allie property

Search

**No Events   No Name History**

### **Detail by Entity Name**

Florida Profit Corporation  
ALLIE PROPERTY HOLDINGS INC.

#### **Filing Information**

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | P08000083847 |
| <b>FEI/EIN Number</b>  | 26-3376951   |
| <b>Date Filed</b>      | 09/11/2008   |
| <b>State</b>           | FL           |
| <b>Status</b>          | ACTIVE       |

#### **Principal Address**

6142 WATERS WAY  
SPRING HILL, FL 34607

Changed: 01/25/2022

#### **Mailing Address**

6142 WATERS WAY  
SPRING HIL, FL 34607

Changed: 01/25/2022

#### **Registered Agent Name & Address**

ACEVEDO, PORFIDIO  
6142 WATERS WAY  
SPRING HILL, FL 34607

Name Changed: 03/01/2017

Address Changed: 01/25/2022

### **Officer/Director Detail**

#### **Name & Address**

Title VP

NIEVES, ROSE  
1613 salmonberry st  
WESLEY CHAPEL, FL 33543

Title President

ACEVEDO, PORFIDIO  
6142 WATERS WAY  
SPRING HILL, FL 34607

Title OFFICER

ACEVEDO, ALLICEA ROSE  
6142 WATERS WAY  
SPRING HILL, FL 34607

### **Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2021               | 03/02/2021        |
| 2022               | 01/25/2022        |
| 2023               | 01/30/2023        |

**PURCHASE/SALE AGREEMENT**

**COUNTY OF HERNANDO  
STATE OF FLORIDA**

THIS AGREEMENT made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Dr, Brooksville, FL 34604, hereinafter referred to as the "Seller"; and LQ Corporate Acquisitions, LLC, a Florida Limited Liability Company, whose marital status is NA, and whose address is 15495 Eagle Nes Lane, Suite 210, Miami Lakes, FL 33014, hereinafter referred to as the "Buyer."

**WITNESSETH**

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Lot 1, MAGNOLIA MANOR, as per plat thereof, recorded in Plat Book 15, Page 76, Public Records of Hernando County, Florida. Subject to an Easement over the East 15 feet thereof as recorded in ORB 2124, Page 413, Public Records of Hernando County, Florida.

Property Appraiser's Key No.: 593968

Property Appraiser's Parcel ID No.: R25 221 18 2675 0000 0010

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be Fifteen Thousand (\$15,000), plus documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the County in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.



7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title  
Address: 111 N. Main Street Brooksville, FL 34601  
Phone Number: 352-796-9416

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Buyer comprehends the Title Insurance Policy Exception, or Buyer should seek independent legal counsel prior to contract execution, and Buyer agrees to purchase and close the transaction subject to the exception.

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:  
HERNANDO COUNTY, a political subdivision of the State  
of Florida

Attest: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

By: \_\_\_\_\_  
Chairman / Vice-Chairman

DocuSigned by:  
*Michael Golieb*  
E1BC764B79BA440...

Witness: \_\_\_\_\_

Print Name: Michael Golieb

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

DocuSigned by:  
*Romain Daniellou*  
2AF71CEEB0B4DA...

Buyer: \_\_\_\_\_  
By: \_\_\_\_\_  
LQ Corporate Acquisitions, LLC  
By: Romain Daniellou, MGR

By: \_\_\_\_\_





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

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LQ CORPORATE ACQUIS:

**No Events   No Name History**

### **Detail by Entity Name**

Florida Limited Liability Company  
LQ CORPORATE ACQUISITIONS, LLC

#### **Filing Information**

|                        |              |
|------------------------|--------------|
| <b>Document Number</b> | L21000162159 |
| <b>FEI/EIN Number</b>  | 86-3498124   |
| <b>Date Filed</b>      | 04/07/2021   |
| <b>State</b>           | FL           |
| <b>Status</b>          | ACTIVE       |

#### **Principal Address**

15495 Eagle Nest Lane, Suite 210  
MIAMI LAKES, FL 33014

Changed: 04/01/2022

#### **Mailing Address**

15495 Eagle Nest Lane, Suite 210  
Miami Lakes, FL 33014

Changed: 04/01/2022

#### **Registered Agent Name & Address**

BRENT A. FRIEDMAN, PA  
78 SW 7TH STREET  
5TH FLOOR  
MIAMI, FL 33130

## Authorized Person(s) Detail

### **Name & Address**

Title MGR

GUEANT, THIBAUT  
15495 Eagle Nest Lane, Suite 210  
MIAMI LAKES, FL 33014

Title MGR

DANIELLOU, ROMAIN  
15495 Eagle Nest Lane, Suite 210  
MIAMI LAKES, FL 33014

Title MGR

Charleton, Daniel  
15495 Eagle Nest Lane, Suite 210  
MIAMI LAKES, FL 33014

## Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2022        | 04/01/2022 |
| 2023        | 03/15/2023 |

## Document Images

|   |  |
|---|--|
| <a href="#">03/15/2023 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/01/2022 -- ANNUAL REPORT</a>             | <a href="#">View image in PDF format</a> |
| <a href="#">04/07/2021 -- Florida Limited Liability</a> | <a href="#">View image in PDF format</a> |

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LQ CORPORATE ACQUIS:

[Search](#)

**No Events**   **No Name History**





# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

## 2022 FINAL TAX ROLL

|                 |                           |                    |                               |      |   |
|-----------------|---------------------------|--------------------|-------------------------------|------|---|
| KEY #           | 00593968                  | PRINTED            | 11/15/22                      | PAGE | 1 |
| PARCEL #        | R25 221 18 2675 0000 0010 | SITUS              | BUDOWSKI RD                   |      |   |
| OWNER(S)        | HERNANDO COUNTY           | PARCEL DESCRIPTION | MAGNOLIA MANOR                |      |   |
| MAILING ADDRESS | 20 N MAIN ST RM 263       | UPDATED            | LOT 1 SUJ TO EASE OVER E15 FT |      |   |
| UPDATED         | BROOKSVILLE FL 34601      | 01/01/06           | THEREOF ORB 2124 PG 413       |      |   |
| 01/18/22        |                           |                    |                               |      |   |

### MISCELLANEOUS PROPERTY INFORMATION

|                      |        |                                |
|----------------------|--------|--------------------------------|
|                      |        |                                |
| SQUARE FOOTAGE       | 20,743 |                                |
| ACRES                | 0.50   |                                |
| AERIAL MAP           | 57A    |                                |
| JURISDICTION         | C      | COUNTY                         |
| LEVY CODE            | CWES   | COUNTY WIDE EMS                |
| NEIGHBORHOOD         | 2675   | MAGNOLIA MANOR                 |
| SUBDIVISION          | 2675   | MAGNOLIA MANOR                 |
| DOR LAND USE         | 86     | COUNTIES OTHER THAN PUBLIC SCH |
| NON-AD VALOREM DIST1 | 36     | H.C. FIRE/RESCUE DISTRICT      |
|                      |        |                                |
|                      |        |                                |
|                      |        |                                |
|                      |        |                                |
|                      |        |                                |

### JANUARY 2020 GIS AERIAL



### 2022-02-00 PROPERTY VALUES

|                              | COUNTY                | SCHOOL                    | SWFWMD | MUNICIPALITY |
|------------------------------|-----------------------|---------------------------|--------|--------------|
| LAND                         | 15,409                | 15,409                    | 15,409 |              |
| BUILDINGS +                  | 0                     | 0                         | 0      |              |
| FEATURES AND OUT BUILDINGS + | 0                     | 0                         | 0      |              |
| JUST/MARKET VALUE =          | 15,409                | 15,409                    | 15,409 |              |
| VALUE PRIOR TO CAP           | 15,409                | 15,409                    | 15,409 |              |
| ASSESSED VALUE               | 15,409                | 15,409                    | 15,409 |              |
| EXEMPT VALUE -               | 15,409                | 15,409                    | 15,409 |              |
| TAXABLE VALUE =              | 0                     | 0                         | 0      |              |
| CLASSIFIED USE LAND VALUE 0  | AD VALOREM TAXES 0.00 | NON-AD VALOREM TAXES 0.00 |        |              |

### EXEMPTIONS BY TAXING AUTHORITY

| COD | DESCRIPTION     | L.UPDT | CAP.YR | COUNTY | SCHOOL | SWFWMD | MUNICIPALITY | EST.TAX SAVINGS |
|-----|-----------------|--------|--------|--------|--------|--------|--------------|-----------------|
| 003 | COUNTY PROPERTY | 2022   |        | YES    | YES    | YES    |              | 241.71          |

### LAND INFORMATION

| CODE | DESCRIPTION         | AG | LAST UPDT | CAP YEAR | EXC CAP | GRA DE | FRON TAGE | DEPTH | UNITS     | MEASURE |  |  | ADJ RATE | VALUE  |
|------|---------------------|----|-----------|----------|---------|--------|-----------|-------|-----------|---------|--|--|----------|--------|
| 01   | RESIDENTIAL/SQFT RA | N  | 2021      |          | Y       |        |           |       | 20,743.00 | SQFT    |  |  | 0.55     | 11,409 |
| 19   | IMPACT FEE VALUE    | N  | 2017      |          | Y       |        |           |       | 1.00      | UNITS   |  |  | 4000.00  | 4,000  |

### BUSINESSES ON PROPERTY

| KEY # | BUSINESS NAME | NAICS | BUSINESS TYPE |
|-------|---------------|-------|---------------|
|-------|---------------|-------|---------------|

### ADDRESSES ON PROPERTY

| SITUS       |
|-------------|
| BUDOWSKI RD |

### BUILDING PERMITS

| APPLIC.# | APP.DATE | PERMIT # | CODE | DESCRIPTION          | ISSUED  | STATUS  | FINALED | VALUE |
|----------|----------|----------|------|----------------------|---------|---------|---------|-------|
| 1327060  | 6/20/16  | 1327060  | DM   | DEMOLITION M H       | 6/20/16 | FINALED | 6/29/16 | 4,500 |
| 0901136  | 1/18/84  | 0052581  | RA   | RESIDENTIAL ADDITION |         | CLOSED  |         | 1,800 |



# HERNANDO COUNTY, FLORIDA

## PROPERTY RECORD CARD

### 2022 FINAL TAX ROLL

1.12

|       |          |         |          |      |   |
|-------|----------|---------|----------|------|---|
| KEY # | 00593968 | PRINTED | 11/15/22 | PAGE | 2 |
|-------|----------|---------|----------|------|---|

#### PROPERTY SALES

| SALE DATE | NEW OWNER                  | CODE | DESCRIPTION   | VAC? | INST | OR BOOK | OR PAGE | SALEGRP | VALUE  |
|-----------|----------------------------|------|---------------|------|------|---------|---------|---------|--------|
| 01/18/22  | HERNANDO COUNTY            | D    | DISQUALIFIED  | Y    | TD   | 4115    | 0441    | 0       | 100    |
| 03/01/89  | BISHOP GEORGE ESTATE OF    | M    | MULTIPLE PARC | N    | WD   | 0738    | 0647    | 0       | 35,000 |
| 03/01/89  | BISHOP GEORGE              | M    | MULTIPLE PARC | N    | WD   | 0730    | 0354    | 0       | 35,000 |
| 03/01/89  | DARLING JAMES W            | M    | MULTIPLE PARC | N    | QC   | 0730    | 0352    | 0       | 100    |
| 02/01/88  | MAZZOLA DAVID C AND        | M    | MULTIPLE PARC | N    | WD   | 0680    | 1034    | 0       | 34,900 |
| 03/01/87  | DARLING JAMES W            | M    | MULTIPLE PARC | Y    | WD   | 0644    | 0395    | 0       | 10,400 |
| 11/01/82  | DARLING JIM                | D    | DISQUALIFIED  | Y    | WD   | 0512    | 1559    | 0       | 2,000  |
| 03/01/81  | DARLING JIM                | Q    | QUALIFIED     | Y    | AC   | 0479    | 1711    | 0       | 5,300  |
| 03/01/81  | DARLING JIM                | D    | DISQUALIFIED  | Y    | AC   | 0479    | 1711    | 0       | 5,300  |
| 01/01/80  | PARSONS MARK A & SHIRLEY E | D    | DISQUALIFIED  | Y    | CD   | 0442    | 1285    | 0       | 100    |
| 01/01/80  | WINTER E CATHERINE         | Q    | QUALIFIED     | Y    | WD   | 0441    | 0717    | 0       | 1,500  |
| 01/01/80  | 3M ENTERPRISES INC         |      | INVALID CODE  | N    |      | 0000    | 0000    | 0       | 0      |

#### PROPERTY APPRAISER INSPECTIONS

| INSP. DATE | ROLL | EMPL | CODE | REASON          |
|------------|------|------|------|-----------------|
| 04/03/17   | 2017 | 184  | 001  | BUILDING PERMIT |
| 09/16/11   | 2012 | 184  | 017  | 5 YEAR REVIEW   |
| 04/26/07   | 2007 | 184  | 014  | DESKTOP REVIEW  |
| 07/14/05   | 2006 | 184  | 017  | 5 YEAR REVIEW   |

#### PROPERTY APPRAISER NOTES

|                                       |
|---------------------------------------|
| JANUARY 01 2017                       |
| 1982 14X66 MH REMVD. VACANT FOR 2017. |



DR-506E  
R. 04/16  
Rule 12D-16.002  
Florida Administrative Code  
Eff. 04/16

Tax deed file number **2018-213TD**

Parcel ID number **R25 221 18 2675 0000 0010**

## ESCHEATMENT TAX DEED

Hernando County, Florida

For official use only

This Tax Deed is issued according to Section 197.502(8), Florida Statutes. Three years have passed since the day the land was offered for public sale and placed on the list of "lands available for taxes" without being purchased (Section 197.502(7), F.S.). The property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens. These liens are canceled under Section 197.502(8), F.S.

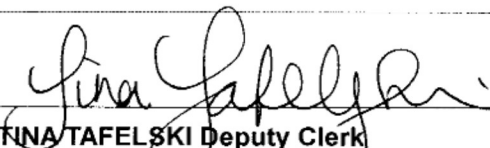
On **18th day of January, 2022**, the Clerk conveys property located at **BUDOWSKI RD BROOKSVILLE, FL 34614** to **Hernando County** through its Board of County Commissioners, with all inherited property, buildings, fixtures and improvements of any kind and description, the following description of property:

**MAGNOLIA MANOR LOT 1 SUJ TO EASE OVER E 15 FT THEREOF ORB 2124 PG 413  
KEY # 00593968**

Witness:

  
KAYLEIGH GATES

  
CHELSEA WORTHINGTON

  
TINA TAFELSKI Deputy Clerk  
for Clerk of Circuit Court or County Comptroller  
Hernando County, Florida



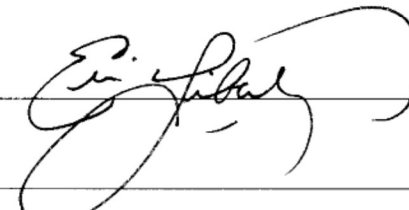
Hernando County, Florida

On this **18th day of January, 2022**, before me personally appeared TINA TAFELSKI, D.C. for Clerk of Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.



ERIC R. LIBERTY  
Commission # HH 168207  
Expires September 8, 2025  
Bonded Thru Budget Notary Services



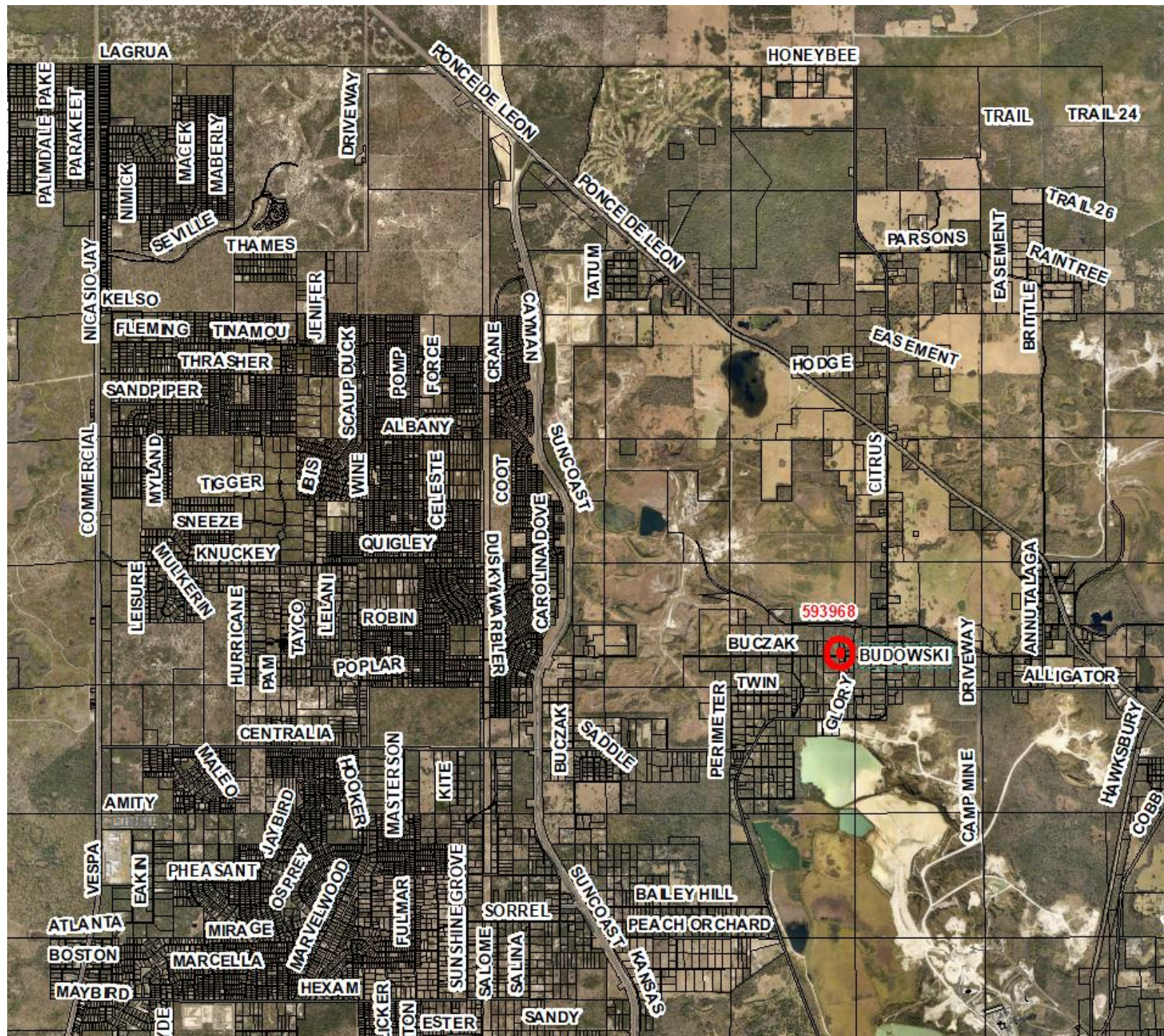
| KEY NUMBER OF<br>SUBJECT PROPERTY | SUBJECT PROPERTY | PROSPECTIVE BUYER             | CONTRACT OFFER<br>PRICE | 2022 PA VALUE | % OF CONTRACT<br>OFFER PRICE TO PA<br>VALUE |
|-----------------------------------|------------------|-------------------------------|-------------------------|---------------|---|
| 593968                            | BUDOWSKI RD      | ALLIE PROPERTY HOLDINGS INC   | \$20,000                | \$15,409      | 129.79%                                     |
| 593968                            | BUDOWSKI RD      | LQ CORPORATE ACQUISITIONS LLC | \$15,000                | \$15,409      | 97.35%                                      |



## KEY 593968 BUDOWSKI RD











## AGENDA ITEM

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### TITLE

Declaration of County Owned Property Located on Fig Avenue as Surplus Property and Consideration of Purchase Offer Submitted by Imtiaz Ranjha (Key #28589)

### BRIEF OVERVIEW

Hernando County owned Parcel Key No. 28589 is a vacant commercial lot consisting of 22,500 square feet, located on Fig Avenue in Hernando County.

The Hernando County Property Appraiser's market value on the property is \$18,675.00. The offer presented by Imtiaz Ranjha is 91% of the Property Appraiser's value.

Staff recommends the offer being made on behalf of Imtiaz Ranjha, in the amount of \$17,000.00 be accepted. There are no contingent offers.

The legal description for this parcel is as follows:

LOT C-55 & LOT C-56, RIDGE MANOR ESTATES, according to the plat thereof, as recorded in Plat Book 9, Page 1, of the Public Records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R36 122 21 0860 00C0 0550

Property Appraiser's Key No.: 28589

### FINANCIAL IMPACT

If this Contract is accepted, after closing (per FS 197.592) the proceeds will be deposited in Revenue Account 0011-3641061 General Fund, Sale of Surplus Land.

### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Section 125.35, Florida Statutes and Art. VII, Section 2-170, Hernando County Code of Ordinances concerning disposition of Real Property.

### RECOMMENDATION

If the Board determines that the offer and terms serve the best interests of Hernando County, declare Parcel Key No. 28589 as Surplus and authorize the Chairman to sign any contracts conveying the property, as well as authorize the County Attorney's Office to prepare or have prepared the necessary documents to finalize the transaction and execute same on the Board's behalf including, but not limited to, a statutory deed.

It is recommended the offer being made on behalf of Imtiaz Ranjha, in the amount of \$17,000.00 be accepted. There are no contingent offers.

**REVIEW PROCESS**

|                |           |            |          |
|----------------|-----------|------------|----------|
| Kelly Soreng   | Approved  | 04/06/2023 | 4:30 PM  |
| Elaine Singer  | Approved  | 04/10/2023 | 7:22 AM  |
| Scott Herring  | Approved  | 04/10/2023 | 7:43 AM  |
| Toni Brady     | Approved  | 04/10/2023 | 9:36 AM  |
| Pamela Hare    | Approved  | 05/08/2023 | 5:02 PM  |
| Jon Jouben     | Escalated | 05/10/2023 | 5:19 PM  |
| Pamela Hare    | Approved  | 05/11/2023 | 8:47 AM  |
| Jon Jouben     | Approved  | 05/11/2023 | 10:44 AM |
| Heidi Kurppe   | Approved  | 05/11/2023 | 4:52 PM  |
| Jeffrey Rogers | Approved  | 05/14/2023 | 8:56 PM  |
| Colleen Conko  | Approved  | 05/15/2023 | 11:28 AM |



## PURCHASE/SALE AGREEMENT

### COUNTY OF HERNANDO STATE OF FLORIDA

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, Hernando County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Dr., Brooksville, Florida 34604, hereinafter referred to as the "Seller"; and Imtiaz Ranjha, whose marital status is married and whose address is 21797 Briske Morning Ave, Land O' Lakes, FL 34637 hereinafter referred to as the "Buyer."

### WITNESSETH

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Lots C-55 and Lots C-56, RIDGE MANOR ESTATES, according to the map or plat thereof as recorded in Plat Book 9, page 1, Public Records of Hernando County, Florida

Property Appraiser's Parcel ID No.: R36 122 21 0860 00C0 0550

Property Appraiser's Key No.: 28589

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be seventeen thousand Dollars (\$ 17,000), **plus** documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the County in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, *Purchase/Sale Agreement*  
*Between Hernando County and*

indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards, causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title Company  
Address: 111 N. Main Street, Brooksville, FL 34601  
Phone Number 352-796-9416

If this portion is left blank the exchange of Deed and total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

**DISCLOSURE: The subject property has an area or potentially the entire property located within a flood plain and/or flood zone. Buyer is solely responsible to research and determine any and all requirements for flood plain mitigation and minimum base floor elevation for any improvements, including but not limited to, a dwelling unit, garage, outbuilding, septic tank, driveway, well or any potential mitigating elements. Buyer understands and acknowledges any improvements may be challenging to obtain or construct, and Buyer should confirm and understand any mitigating requirements prior to execution of the contract and potential closing.**

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:  
HERNANDO COUNTY, a political subdivision of the State  
of Florida

Attest: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

By: \_\_\_\_\_  
Chairman / Vice-Chairman

Witness: Charles Buckner

Buyer:  
By: Imtiaz Ranjha  
Imtiaz Ranjha

Print Name: Charles Buckner

By: \_\_\_\_\_

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

*Purchase/Sale Agreement  
Between Hernando County and*





# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

## 2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

|                 |                           |                    |                     |      |   |
|-----------------|---------------------------|--------------------|---------------------|------|---|
| KEY #           | 00028589                  | PRINTED            | 03/31/23            | PAGE | 1 |
| PARCEL #        | R36 122 21 0860 00C0 0550 | SITUS              | FIG AVE             |      |   |
| OWNER(S)        | HERNANDO COUNTY           | PARCEL DESCRIPTION | RIDGE MANOR ESTATES |      |   |
| MAILING ADDRESS | 20 N MAIN ST RM 263       | UPDATED            | LOTS C-55 C-56      |      |   |
| UPDATED         | BROOKSVILLE FL 34601-2817 | 01/01/80           | ORB 359 PG 735      |      |   |
| 01/01/57        |                           |                    |                     |      |   |

### MISCELLANEOUS PROPERTY INFORMATION

|                      |        |                           |
|----------------------|--------|---------------------------|
|                      |        |                           |
| SQUARE FOOTAGE       | 22,500 |                           |
| ACRES                | 0.50   |                           |
| AERIAL MAP           | 124D   |                           |
| JURISDICTION         | C      | COUNTY                    |
| LEVY CODE            | CWES   | COUNTY WIDE EMS           |
| NEIGHBORHOOD         | C301   | US 301/TREIMAN BLVD       |
| SUBDIVISION          | 860    | RIDGE MNR EST UN 1        |
| DOR LAND USE         | 10     | VACANT COMMERCIAL         |
| NON-AD VALOREM DIST1 | 36     | H.C. FIRE/RESCUE DISTRICT |
|                      |        |                           |
|                      |        |                           |
|                      |        |                           |
|                      |        |                           |
|                      |        |                           |

### JANUARY 2020 GIS AERIAL



### 2022-03-00 PROPERTY VALUES

|                            | COUNTY | SCHOOL           | SWFWMD | MUNICIPALITY         |      |
|----------------------------|--------|------------------|--------|----------------------|------|
| LAND                       | 18,675 | 18,675           | 18,675 |                      |      |
| BUILDINGS                  | +      | 0                | 0      |                      |      |
| FEATURES AND OUT BUILDINGS | +      | 0                | 0      |                      |      |
| JUST/MARKET VALUE          | =      | 18,675           | 18,675 |                      |      |
| VALUE PRIOR TO CAP         |        | 18,675           | 18,675 |                      |      |
| ASSESSED VALUE             |        | 14,974           | 14,974 |                      |      |
| EXEMPT VALUE               | -      | 14,974           | 14,974 |                      |      |
| TAXABLE VALUE              | =      | 0                | 0      |                      |      |
| CLASSIFIED USE LAND VALUE  | 0      | AD VALOREM TAXES | 0.00   | NON-AD VALOREM TAXES | 0.00 |

### EXEMPTIONS BY TAXING AUTHORITY

| COD | DESCRIPTION     | L.UPDT | CAP.YR | COUNTY | SCHOOL | SWFWMD | MUNICIPALITY | EST.TAX SAVINGS |
|-----|-----------------|--------|--------|--------|--------|--------|--------------|-----------------|
| 003 | COUNTY PROPERTY | 2015   |        | YES    | YES    | YES    |              | 259.04          |

### LAND INFORMATION

| CODE | DESCRIPTION | AG | LAST UPDT | CAP YEAR | EXC CAP | GRA DE | FRON TAGE | DEPTH | UNITS     | MEASURE |  | ADJ RATE | VALUE  |
|------|-------------|----|-----------|----------|---------|--------|-----------|-------|-----------|---------|--|----------|--------|
| 10   | COMM SQFT   | N  | 2018      |          | Y       | 1      |           |       | 22,500.00 | SQFT    |  | 0.83     | 18,675 |

### BUSINESSES ON PROPERTY

| KEY # | BUSINESS NAME | NAICS | BUSINESS TYPE |
|-------|---------------|-------|---------------|
|-------|---------------|-------|---------------|

### ADDRESSES ON PROPERTY

| SITUS   |
|---------|
| FIG AVE |

### PROPERTY SALES

| SALE DATE | NEW OWNER            | CODE | DESCRIPTION   | VAC? | INST | OR BOOK | OR PAGE | SALEGRP | VALUE |
|-----------|----------------------|------|---------------|------|------|---------|---------|---------|-------|
| 03/06/15  | HERNANDO COUNTY      | X    | DISQ SALE /RE | Y    | TD   | 3192    | 1583    | 0       | 100   |
| 03/02/05  | PORTEOUS ALEXANDER C | D    | DISQUALIFIED  | Y    | WD   | 1981    | 0619    | 0       | 2,500 |
| 08/20/99  | OLE HOMES INC        | D    | DISQUALIFIED  | Y    | WD   | 1296    | 0544    | 0       | 2,500 |





# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

## 2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

|       |          |         |          |      |   |
|-------|----------|---------|----------|------|---|
| KEY # | 00028589 | PRINTED | 03/31/23 | PAGE | 2 |
|-------|----------|---------|----------|------|---|

### PROPERTY SALES

| SALE DATE | NEW OWNER                 | CODE | DESCRIPTION  | VAC? | INST | OR BOOK | OR PAGE | SALEGRP | VALUE |
|-----------|---------------------------|------|--------------|------|------|---------|---------|---------|-------|
| 01/31/97  | TERRIE WILLIAM E TTEE     | D    | DISQUALIFIED | Y    | WD   | 1112    | 0196    | 0       | 100   |
| 10/25/96  | TERRIE WILLIAM E & EDNA M | D    | DISQUALIFIED | Y    | QC   | 1093    | 0736    | 0       | 100   |
| 07/01/81  | TERRIE WILLIAM E & EDNA M | D    | DISQUALIFIED | Y    | QC   | 0486    | 1458    | 0       | 100   |
| 07/01/80  | TERRIE WILLIAM E & EDNA M | Q    | QUALIFIED    | Y    | WD   | 0465    | 0740    | 0       | 2,000 |
| 01/01/80  | KIRTLEY THOMAS C          |      | INVALID CODE | N    |      | 0000    | 0000    | 0       | 0     |

### PROPERTY APPRAISER INSPECTIONS

| INSP. DATE | ROLL | EMPL | CODE | REASON        |
|------------|------|------|------|---------------|
| 05/15/20   | 2020 | 248  | 021  | VACANT        |
| 12/18/15   | 2016 | 248  | 021  | VACANT        |
| 09/15/11   | 2011 | 195  | 021  | VACANT        |
| 05/04/04   | 2004 | 197  | 017  | 5 YEAR REVIEW |

### PROPERTY APPRAISER NOTES

|                     |
|---------------------|
| JANUARY 01 2004     |
| ZONED C1 A/O 5/4/04 |



Prepared By: CHRISTINA SEAUER  
20 N. Main Street, Room 362  
Brooksville, FL 34601  
Tax Deed File No.: 2011-0200TD

# ESCHEATMENT TAX DEED

State of Florida  
County Of Hernando

The following Tax Sale Certificate Numbered **2009-0979** issued on **05/29/2009** was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the **13th day of October, 2011**, offered for sale as required by law for cash to the highest bidder. There were no bids offered and the property was therefore placed on the List of Lands Available for Taxes pursuant to Section 197.502, Florida Statutes.

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed (or seven years if certificates were issued prior to July 1, 1999) from the day the subject land was offered for public sale and placed on the "List of Lands Available for Taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute.

NOW, on the **6th day of March 2015**, the undersigned Clerk conveys to **Hernando County** through its Board of County Commissioners, whose address is:

20 North Main Street, Room Number 263, Brooksville, Florida 34601

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situated in Hernando County, Florida:

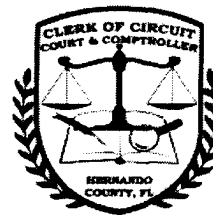
**RIDGE MANOR ESTATES LOTS C-55 C-56 ORB 359 PG 735**  
**KEY # 00028589**  
**Property Identification No. R3612221086000C00550**

Witness:

Chelsea Matland  
Chelsea Matland  
Antoine LeMorgan  
Antoine LeMorgan

DON BARBEE, JR., CLERK OF CIRCUIT COURT

By: Christina Seauer  
Deputy Clerk  
Hernando, Florida



State of Florida  
County of Hernando

On the 6th day of March 2015, before me personally appeared CHRISTINA SEAUER DON BARBEE, JR., Clerk of Circuit Court or Deputy Clerk for Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the use and purposes therein mentioned, who is personally known to me and who did not take an oath.

Witness my hand and official seal date aforesaid.

Maria Tafelski  
Notary Public State of Florida  
MARIA TAFELSKI  
MY COMMISSION # FF 143536  
EXPIRES: July 21, 2018  
Bonded Thru Budget Notary Services

| KEY NUMBER OF<br>SUBJECT PROPERTY | SUBJECT PROPERTY | PROSPECTIVE BUYER | CONTRACT OFFER<br>PRICE | 2022 PA VALUE | % OF CONTRACT<br>OFFER PRICE TO PA<br>VALUE |
|-----------------------------------|------------------|-------------------|-------------------------|---------------|---|
| 28589                             | FIG AVE          | IMTIAZ RANJHA     | \$17,000                | \$18,675      | 91.03%                                      |



1674913 A

28623 59

28614 58

28605 57

28589 55

28570 54

28561 53

29506 86

29515 87

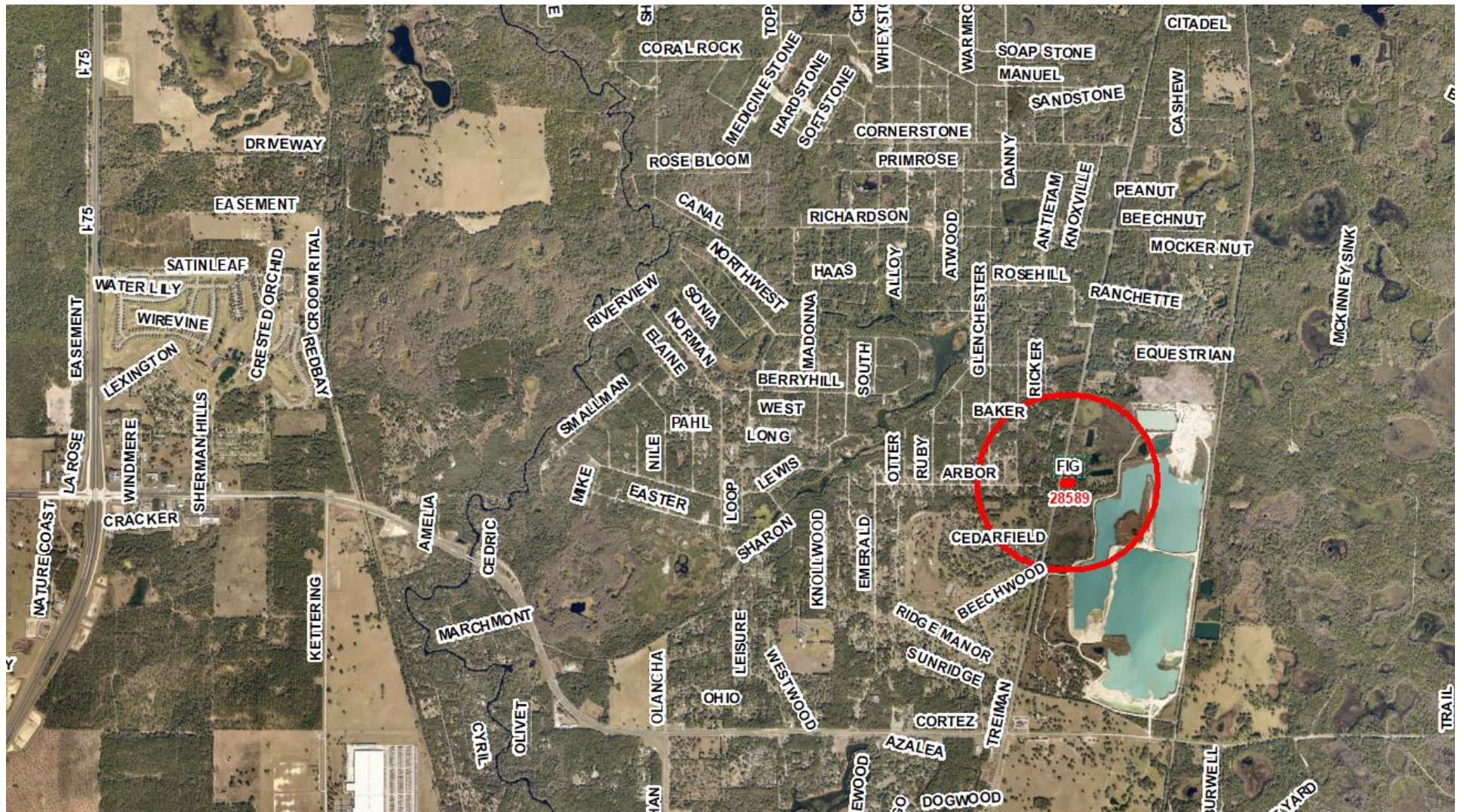
1642315 A

TREIMAN

MERRYHILL

FIG









## AGENDA ITEM

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### TITLE

Declaration of County Owned Property Located on Tiger Street as Surplus Property and Consideration of Purchase Offer Submitted by Jose Baez and Ibrahim Baez (Key #59929)

### BRIEF OVERVIEW

Hernando County owned Parcel Key No. 59929 is a residential lot consisting of 4,947 square feet, located on Tiger Street in Hernando County.

The Hernando County Property Appraiser's market value on the property is \$8,452.00. The offer presented by Jose and Ibrahim Baez is 100% of the Property Appraiser's value.

Staff recommends the offer being made on behalf of Jose and Ibrahim Baez, in the amount of \$8,500.00 be accepted. There are no contingent offers.

The legal description for this parcel is as follows:

LOT 55, Block H, TALISMAN SUBDIVISION, as recorded in Plat Book 7, Page 34, Public Records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R14 123 21 1260 00H0 0550  
Property Appraiser's Key No.: 59929

### FINANCIAL IMPACT

If this Contract is accepted, after closing (per FS 197.592) the proceeds will be deposited in Revenue Account 0011-3641061 General Fund, Sale of Surplus Land.

### LEGAL NOTE

The Board is authorized to act upon this matter pursuant to Section 125.35, Florida Statutes and Art. VII, Section 2-170, Hernando County Code of Ordinances concerning disposition of Real Property.

### RECOMMENDATION

If the Board determines that the offer and terms serve the best interests of Hernando County, declare Parcel Key No. 59929 as Surplus and authorize the Chairman to sign any contracts conveying the property, as well as authorize the County Attorney's Office to prepare or have prepared the necessary documents to finalize the transaction and execute same on the Board's behalf including, but not limited to, a statutory deed.

It is recommended the offer being made on behalf of Jose and Ibrahim Baez, in the amount of \$8,500.00 be accepted. There are no contingent offers.

**REVIEW PROCESS**

|                |          |            |          |
|----------------|----------|------------|----------|
| Kelly Soreng   | Approved | 04/27/2023 | 5:33 PM  |
| Todd Crosby    | Approved | 04/28/2023 | 8:37 AM  |
| Elaine Singer  | Approved | 04/28/2023 | 1:09 PM  |
| Toni Brady     | Approved | 04/30/2023 | 10:33 AM |
| Pamela Hare    | Approved | 05/01/2023 | 3:30 PM  |
| Jon Jouben     | Approved | 05/03/2023 | 9:52 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 | 8:52 AM  |
| Scott Herring  | Approved | 05/04/2023 | 9:01 AM  |
| Jeffrey Rogers | Approved | 05/04/2023 | 12:49 PM |
| Colleen Conko  | Approved | 05/04/2023 | 2:13 PM  |

## PURCHASE/SALE AGREEMENT

COUNTY OF HERNANDO  
STATE OF FLORIDA

THIS AGREEMENT made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, 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, Florida 34604, hereinafter referred to as the "Seller"; and Jose Baez and Ibrahim Baez, whose marital status is Married Persons and whose address is 4405 Crosswhite Court, Spring Hill, FL 34609 hereinafter referred to as the "Buyer."

WITNESSETH

NOW, THEREFORE, in consideration of ten dollars and no cents (\$10.00) paid by the Buyer to the Seller, the Seller agrees to sell to the Buyer, and the Buyer agrees to buy from the Seller, that certain real property situated in Hernando County, Florida, more specifically described as follows:

Lot 55, Block H, TALISMAN SUBDIVISION, as recorded per Plat Book 7, Pages 34, Public Records of Hernando County, Florida.

Property Appraiser's Parcel ID No.: R14 123 21 1260 00H0 0550

Property Appraiser's Key No.: 59929

hereinafter referred to as "the Property," upon the following terms and conditions:

1. The purchase price shall be Eight Thousand Five Hundred Dollars (\$ 8,500.00 ), **plus** documentary stamp taxes and recording fees payable in cash, certified check, cashier's check or money order by the Buyer to the Seller.

2. THIS AGREEMENT SHALL BE SUBJECT TO APPROVAL BY THE HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS (BOCC). If the BOCC does not approve this Agreement and all the terms and conditions hereof, the Seller shall notify the Buyer thereof promptly in writing and this Agreement shall be null and void and all rights and liabilities arising hereunder shall terminate.

3. Upon payment of the purchase price as provided herein, the Seller shall convey the Property by a Statutory Deed pursuant to Section 125.411, Florida Statutes. This property is being SOLD in its "AS IS" condition with no warranty of title. The Buyer, by signature of this Agreement, hereby requests that all mineral interests owned by the County in the Property be transferred to the Buyer as provided in Section 270.11(3), F.S.

4. The proration of ad valorem taxes on the Property is exempt from taxation while owned by the Seller pursuant to Section 196.192, Florida Statutes.

5. A recorded Statutory Deed shall be provided to the Buyer within ninety (90) days after approval of this Agreement by the BOCC and payment of the total purchase price referenced in paragraph 1, herein, whichever occurs last, unless an extension hereof is mutually agreed to by both parties.

6. The covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, personal representatives, successors and assigns of the parties hereto; provided, however, that neither party shall assign this Agreement without the prior approval of the other party, unless required by law. Whenever used herein, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include the other. No agreement or understanding, verbal or in writing, unless incorporated herein, shall be binding upon the parties.

7. The Seller shall not be liable to the Buyer or to the Buyer's agents or representatives for any commissions, costs, or fees arising from or for the sale of the Property to the Buyer, and the Buyer shall defend, indemnify and hold harmless the Seller and its agents, employees and officers from any and all actions, awards,

*Purchase/Sale Agreement  
Between Hernando County and*

causes, claims, damages, judgments, losses, payments, recoveries and suits therefore arising from or out of this Agreement.

8. The Buyer may arrange for a closing by a title company of its choice at the Buyer's expense if it desires. Buyer must notify Seller of said arrangement by completing the following:

Name of Title Company: Gulf Coast Title Company  
Address: 111 N. Main Street, Brooksville, FL 34601  
Phone Number 352-796-9416

If this portion is left blank the exchange of Deed and total purchase price shall finalize the conveyance between Seller and Buyer.

9. The terms and conditions of this Agreement shall survive the conveyance of the Property from the Seller to the Buyer.

10. A copy of this Agreement may be accepted as an original.

**DISCLOSURE: The subject property has an area or potentially the entire property located within a flood plain and/or flood zone. Buyer is solely responsible to research and determine any and all requirements for flood plain mitigation and minimum base floor elevation for any improvements, including but not limited to, a dwelling unit, garage, outbuilding, septic tank, driveway, well or any potential mitigating elements. Buyer understands and acknowledges any improvements may be challenging to obtain or construct, and Buyer should confirm and understand any mitigating requirements prior to execution of the contract and potential closing.**

IN WITNESS THEREOF, the parties and the lawful representatives of the parties hereto have caused these presents to be executed in their respective names the day and year first above written.

Seller:  
HERNANDO COUNTY, a political subdivision of the State  
of Florida

Attest: \_\_\_\_\_  
Douglas A. Chorvat, Jr., Clerk

By: \_\_\_\_\_  
Chairman / Vice-Chairman

Witness: Evony Baez

Buyer: Jose Baez  
By: Jose Baez

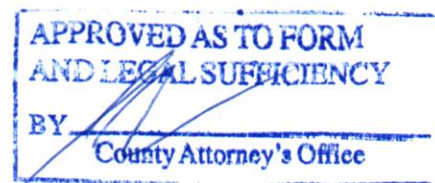
Print Name: Evony Baez

By: Ibrahim Baez  
Ibrahim Baez

Witness: Lucero Baez Guadarrama

Print Name: Lucero Baez Guadarrama

*Purchase/Sale Agreement  
Between Hernando County and*





Prepared By: Vicky Bales  
20 N. Main Street, Room 362  
Brooksville, FL 34601  
Tax Deed File No.: 2011-0138TD

## ESCHEATMENT TAX DEED

State of Florida  
County Of Hernando

The following Tax Sale Certificate Numbered **2009-1481** issued on **05/29/2009** was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was sold on the **7th day of October, 2011**, offered for sale as required by law for cash to the highest bidder. There were no bids offered and the property was therefore placed on the List of Lands Available for Taxes pursuant to Section 197.502, Florida Statutes.

This Tax Deed is issued pursuant to Section 197.502(8), Florida Statutes, wherein three years have passed (or seven years if certificates were issued prior to July 1, 1999) from the day the subject land was offered for public sale and placed on the "List of Lands Available for Taxes" in accordance with Section 197.502(7), Florida Statutes, without having been purchased. As provided in Section 197.502(8), Florida Statutes, the property has escheated to the County free and clear of any and all tax certificates, tax liens or any other liens of record, including governmental liens, which liens are deemed canceled pursuant to said statute.

NOW, on the **23rd day of October 2014**, the undersigned Clerk conveys to **Hernando County** through its Board of County Commissioners, whose address is:

20 North Main Street, Room Number 263, Brooksville, Florida 34601

Together with all hereditaments, buildings, fixtures and improvements of any kind and description, the following legally described land situated in Hernando County, Florida:

**TALISMAN SUB BLK H LOT 55 ORB 368 PG 696 ORB 2250 PGS 1256-62**  
**KEY # 00059929**  
**Property Identification No. R14 123 21 1260 00H0 0550**

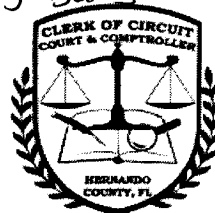
Witness:

See Morgan & Morgan

Chelsea Gattand Chelsea Gattand

DON BARBEE, JR., CLERK OF CIRCUIT COURT

By: Vicky Bales  
Deputy Clerk Vicky Bales  
Hernando, Florida



State of Florida  
County of Hernando

On the **23rd day of October 2014**, before me personally appeared        DON BARBEE, JR., Clerk of Circuit Court or Vicky Bales Deputy Clerk for Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the use and purposes therein mentioned, who is personally known to me and who did not take an oath.

Witness my hand and official seal date aforesaid.

Maria Tafelski  
Notary Public State of Florida



MARIA TAFELSKI  
MY COMMISSION # FF 143536  
EXPIRES: July 21, 2018  
Bonded Thru Budget Notary Services



# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

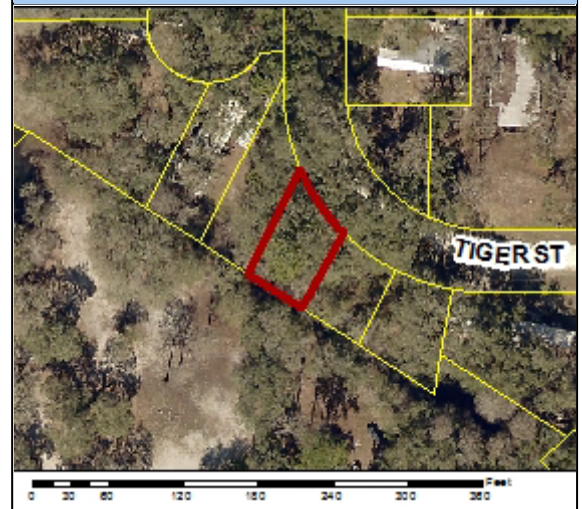
## 2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

|                 |                           |                    |                      |      |   |
|-----------------|---------------------------|--------------------|----------------------|------|---|
| KEY #           | 00059929                  | PRINTED            | 04/21/23             | PAGE | 1 |
| PARCEL #        | R14 123 21 1260 00H0 0550 | SITUS              | TIGER ST             |      |   |
| OWNER(S)        | HERNANDO COUNTY           | PARCEL DESCRIPTION | TALISMAN SUB BLK H   |      |   |
| MAILING ADDRESS | 20 N MAIN ST RM 263       | UPDATED            | LOT 55               |      |   |
| UPDATED         | BROOKSVILLE FL 34601-2817 | 01/01/06           | ORB 368 PG 696       |      |   |
| 01/01/57        |                           |                    | ORB 2250 PGS 1256-62 |      |   |

### MISCELLANEOUS PROPERTY INFORMATION

|                      |       |                                |
|----------------------|-------|--------------------------------|
| SQUARE FOOTAGE       | 4,947 |                                |
| ACRES                | 0.10  |                                |
| AERIAL MAP           | 126B  |                                |
| JURISDICTION         | C     | COUNTY                         |
| LEVY CODE            | CWES  | COUNTY WIDE EMS                |
| NEIGHBORHOOD         | 1230  | TALISMAN SUB - SMALL LOTS      |
| SUBDIVISION          | 1260  | TALISMAN SUBDIVISION BLK H     |
| DOR LAND USE         | 86    | COUNTIES OTHER THAN PUBLIC SCH |
| NON-AD VALOREM DIST1 | 36    | H.C. FIRE/RESCUE DISTRICT      |
|                      |       |                                |
|                      |       |                                |
|                      |       |                                |
|                      |       |                                |
|                      |       |                                |

### JANUARY 2020 GIS AERIAL



### 2022-03-00 PROPERTY VALUES

|                            | COUNTY | SCHOOL           | SWFWMD | MUNICIPALITY         |
|----------------------------|--------|------------------|--------|----------------------|
| LAND                       | 8,452  | 8,452            | 8,452  |                      |
| BUILDINGS                  | 0      | 0                | 0      |                      |
| FEATURES AND OUT BUILDINGS | 0      | 0                | 0      |                      |
| JUST/MARKET VALUE          | 8,452  | 8,452            | 8,452  |                      |
| VALUE PRIOR TO CAP         | 8,452  | 8,452            | 8,452  |                      |
| ASSESSED VALUE             | 5,688  | 8,452            | 5,688  |                      |
| EXEMPT VALUE               | 5,688  | 8,452            | 5,688  |                      |
| TAXABLE VALUE              | 0      | 0                | 0      |                      |
| CLASSIFIED USE LAND VALUE  | 0      | AD VALOREM TAXES | 0.00   | NON-AD VALOREM TAXES |
|                            |        |                  |        | 0.00                 |

### EXEMPTIONS BY TAXING AUTHORITY

| COD | DESCRIPTION     | L.UPDT | CAP.YR | COUNTY | SCHOOL | SWFWMD | MUNICIPALITY | EST.TAX SAVINGS |
|-----|-----------------|--------|--------|--------|--------|--------|--------------|-----------------|
| 003 | COUNTY PROPERTY | 2015   |        | YES    | YES    | YES    |              | 107.27          |

### LAND INFORMATION

| CODE | DESCRIPTION      | AG | LAST UPDT | CAP YEAR | EXC CAP | GRA DE | FRON TAGE | DEPTH | UNITS    | MEASURE |  |  | ADJ RATE | VALUE |
|------|------------------|----|-----------|----------|---------|--------|-----------|-------|----------|---------|--|--|----------|-------|
| 02   | RESIDENTIAL      | N  | 2003      |          | Y       |        |           |       | 4,947.00 | SQFT    |  |  | 0.90     | 4,452 |
| 19   | IMPACT FEE VALUE | N  | 2007      |          | Y       |        |           |       | 1.00     | UNITS   |  |  | 4000.00  | 4,000 |

### BUSINESSES ON PROPERTY

| KEY # | BUSINESS NAME | NAICS | BUSINESS TYPE |
|-------|---------------|-------|---------------|
|-------|---------------|-------|---------------|

### ADDRESSES ON PROPERTY

| SITUS    |
|----------|
| TIGER ST |

### BUILDING PERMITS

| APPLIC.# | APP.DATE | PERMIT # | CODE | DESCRIPTION | ISSUED  | STATUS  | FINALED | VALUE |
|----------|----------|----------|------|-------------|---------|---------|---------|-------|
| 1184343  | 2/16/06  | 1184343  | DE   | DEMOLITION  | 2/16/06 | FINALED | 3/10/06 | 2,850 |



# HERNANDO COUNTY, FLORIDA PROPERTY RECORD CARD

1.12

## 2022 FINAL TAX ROLL RECERTIFICATION AFTER V.A.B.

|       |          |         |          |      |   |
|-------|----------|---------|----------|------|---|
| KEY # | 00059929 | PRINTED | 04/21/23 | PAGE | 2 |
|-------|----------|---------|----------|------|---|

### PROPERTY SALES

| SALE DATE | NEW OWNER              | CODE | DESCRIPTION   | VAC? | INST | OR BOOK | OR PAGE | SALEGRP | VALUE  |
|-----------|------------------------|------|---------------|------|------|---------|---------|---------|--------|
| 10/23/14  | HERNANDO COUNTY        | D    | DISQUALIFIED  | N    | TD   | 3137    | 1876    | 0       | 100    |
| 04/25/06  | SWEARINGEN JOHN C      | U    | UNQUALIFIED M | N    | WD   | 2250    | 1256    | 0       | 5,200  |
| 07/19/99  | WILLIAMS ARLENE ET AL  | D    | DISQUALIFIED  | N    | WD   | 1283    | 1022    | 0       | 100    |
| 06/04/99  | HENSON JOHN E SUC TTEE | U    | UNQUALIFIED M | N    | WD   | 1276    | 0784    | 0       | 18,000 |
| 05/15/96  | DONLEY DAN             | M    | MULTIPLE PARC | N    | WD   | 1068    | 1481    | 0       | 22,900 |
| 12/05/94  | COOLE HELEN M TTEE     | D    | DISQUALIFIED  | N    | WD   | 0997    | 1807    | 0       | 100    |
| 01/01/80  | COOLE ELDON I ET UX    | D    | DISQUALIFIED  | N    | WD   | 0439    | 0889    | 0       | 19,500 |
| 01/01/80  | HEIPLE OTIS ET UX      |      | INVALID CODE  | N    |      | 0000    | 0000    | 0       | 0      |

### PROPERTY APPRAISER INSPECTIONS

| INSP. DATE | ROLL | EMPL | CODE | REASON |
|------------|------|------|------|--------|
| 01/09/23   | 2023 | 170  | 021  | VACANT |
| 02/07/18   | 2018 | 170  | 021  | VACANT |
| 06/24/14   | 2014 | 155  | 021  | VACANT |
| 09/15/10   | 2010 | 155  | 021  | VACANT |

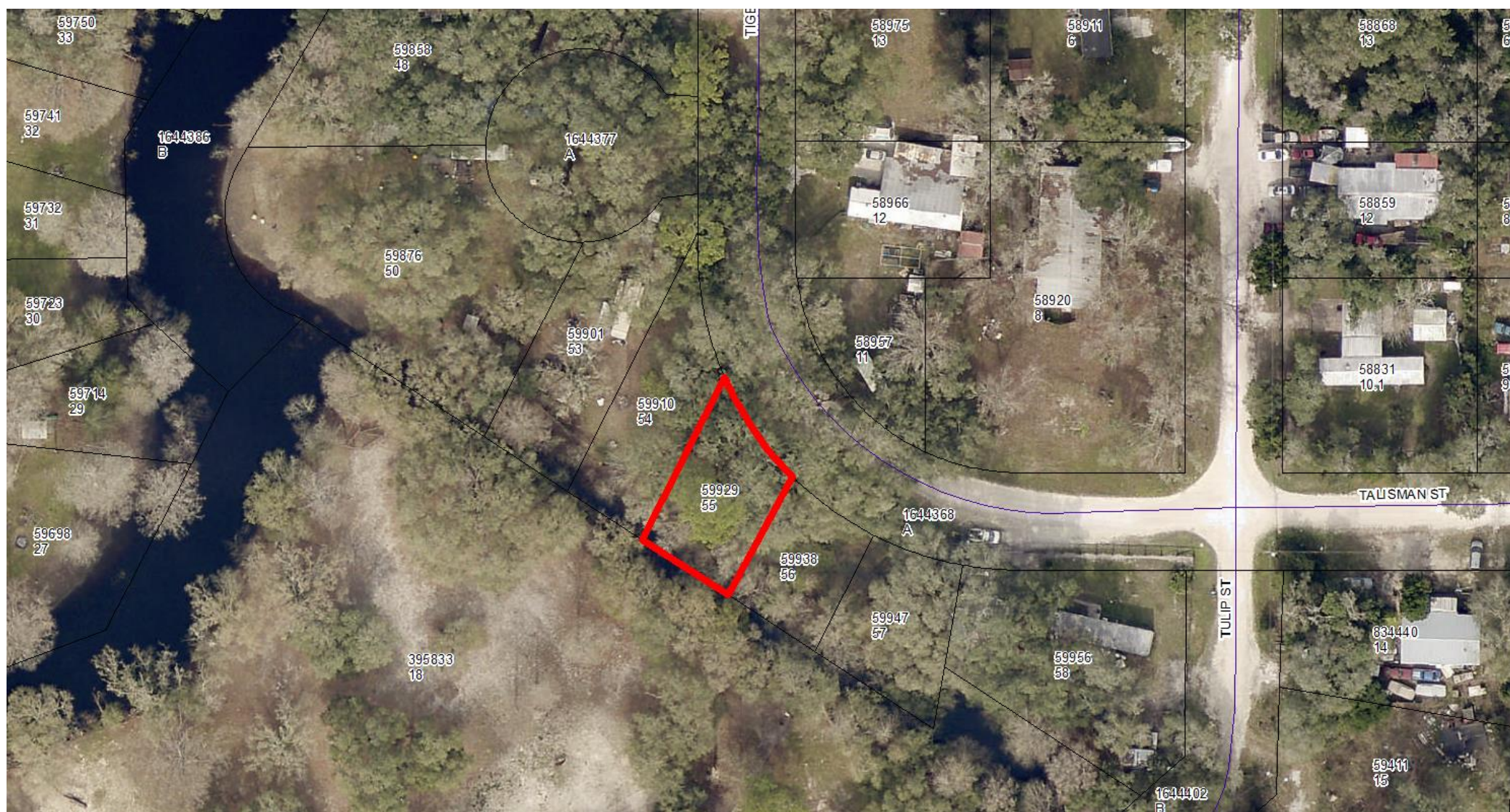
### PROPERTY APPRAISER NOTES

|   |
|---|
| JANUARY 01 2007   |
| IMPACT FEE VALUE APPLIED 1972 12X62 MH HAD BEEN ASSESSED ON |
| 1986 ROLL   |

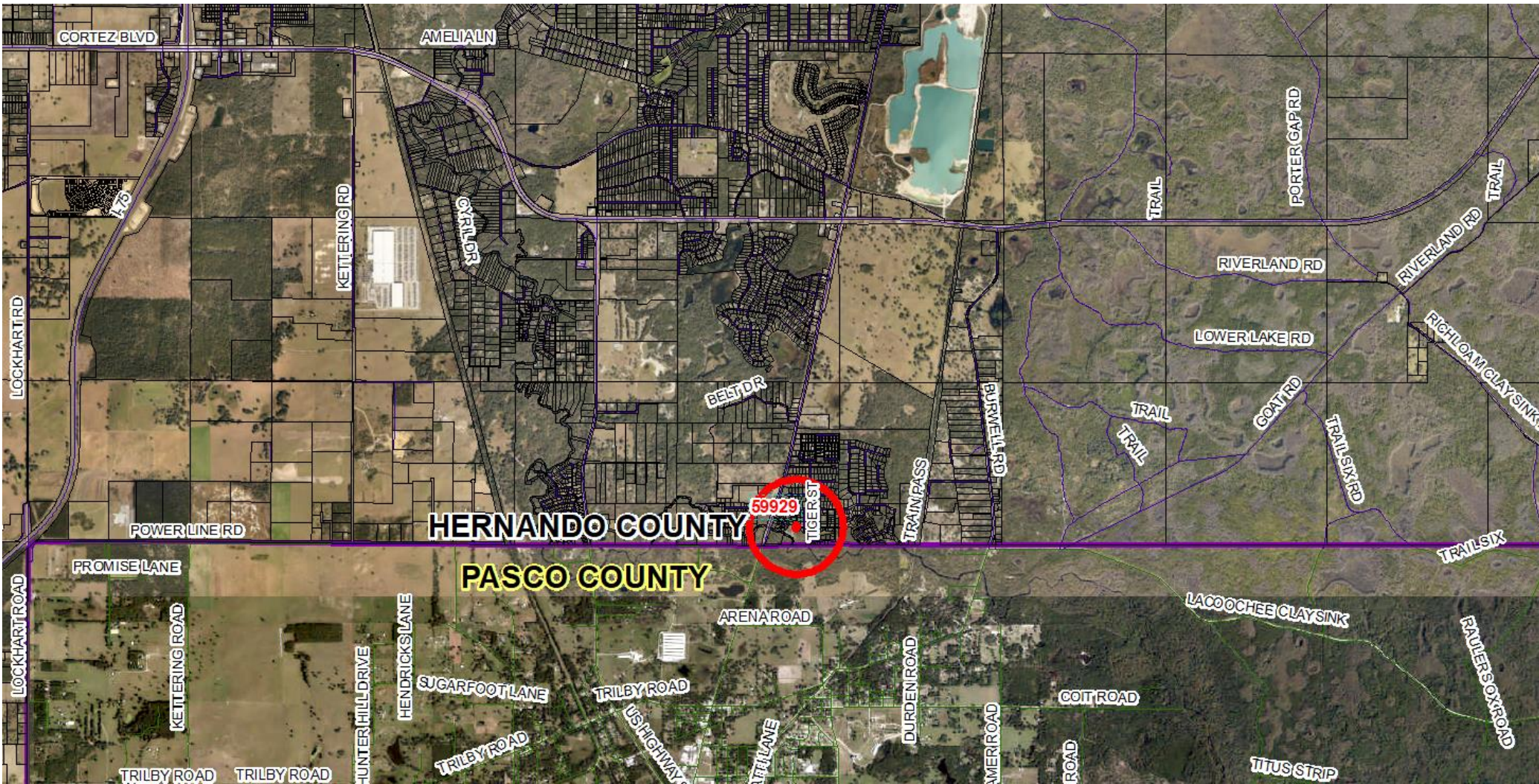
| KEY NUMBER OF<br>SUBJECT PROPERTY | SUBJECT PROPERTY | PROSPECTIVE BUYER   | CONTRACT<br>OFFER PRICE | 2022 PA<br>VALUE | % OF CONTRACT OFFER<br>PRICE TO PA VALUE |
|-----------------------------------|------------------|---------------------|-------------------------|------------------|--|
| 59929                             | TIGER STREET     | JOSE & IBRAHAM BAEZ | \$8,500                 | \$8,452          | 100.6%                                   |



## KEY 59929—TIGER ST











## AGENDA ITEM

---

---

### TITLE

Installation of Additional Street Lights Within Oakwood Acres Street Lighting Municipal Service Benefit Unit

### BRIEF OVERVIEW

In accordance with Board of County Commissioners Policy No. 16-1 relative to Municipal Service Benefit Units (MSBUs), a request for one additional streetlight was received from a resident within the Oakwood Acres Street Lighting MSBU. The proposed streetlight will be placed on an existing pole at approximately 15792 Oakcrest Circle. There are currently 38 streetlights paid for by the MSBU. This addition will bring the total to 39 streetlights.

The rental cost for one Type 205 LED Cobra 100W streetlight is \$10.24/month (\$125.00 annually), impacting the remaining FY2023 budget approximately \$50.00. Withlacoochee River Electric Cooperative (WREC) has reviewed and approved the requested street lighting location and submitted the attached contract for Board approval.

### FINANCIAL IMPACT

Funding to operate the additional streetlight for FY2023 is available in Expense Account 7102-09102-5304301 (\$50.00) Oakwood Acres Street Lighting MSBU - Utility Services/Elec/Wtr/Swr.

### LEGAL NOTE

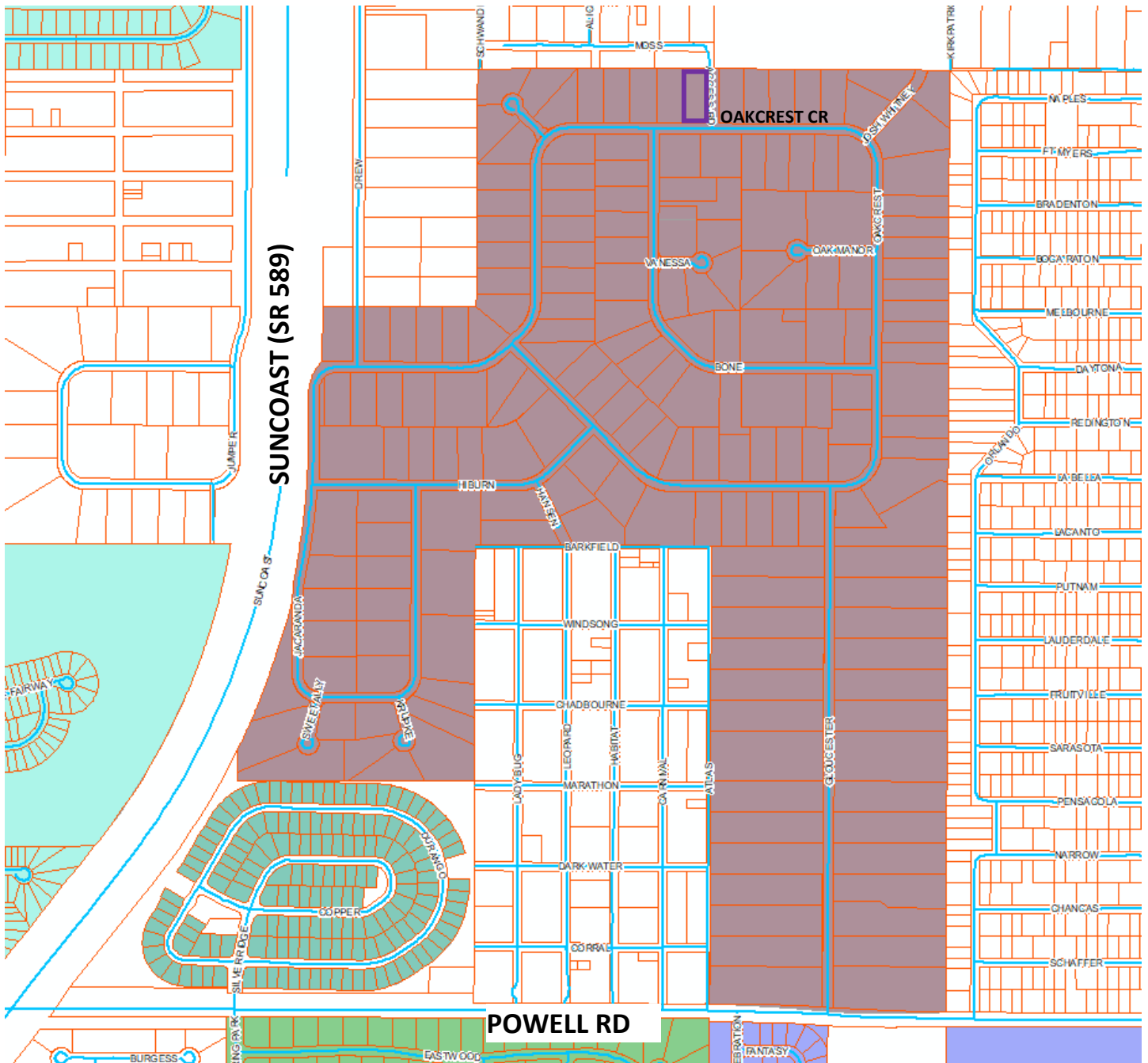
The Board has the authority to add streetlights to existing MSBUs in accordance with the Board Policy 16-1 and Section 197.3632, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached service area light additions and/or removal contract from Withlacoochee River Electric Cooperative (WREC). Approval of the contract will authorize the operational costs of the additional street light to be paid by the Oakwood Acres Street Lighting MSBU.

### REVIEW PROCESS

|                |          |            |          |
|----------------|----------|------------|----------|
| Shannan Lakis  | Approved | 04/28/2023 | 7:47 AM  |
| Elaine Singer  | Approved | 04/28/2023 | 1:07 PM  |
| Todd Crosby    | Approved | 05/01/2023 | 7:55 AM  |
| Toni Brady     | Approved | 05/01/2023 | 4:05 PM  |
| Pamela Hare    | Approved | 05/01/2023 | 4:12 PM  |
| Jon Jouben     | Approved | 05/03/2023 | 9:54 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 | 8:45 AM  |
| Scott Herring  | Approved | 05/04/2023 | 8:59 AM  |
| Jeffrey Rogers | Approved | 05/14/2023 | 8:48 PM  |
| Colleen Conko  | Approved | 05/15/2023 | 11:34 AM |



## Oakwood Acres Street Lighting MSBU



Not to Scale

### Legend

- Parcel #1183212
- Oakwood Acres MSBU





Withlacoochee River Electric Co-op

Name: HERNANDO COUNTY COMMISSIONERS

Description: INSTALL STREET LIGHT

Sub: 39 - SPRINGWOOD

Feeder: SPWD03

Service Order No:

Phase: C

County:

Crew:

Location: 1511921350000

Address: 15792 OAKCREST CIRCLE

Locate #:

Start Date:

Exp Date:

Status: Open

Aid To Construction:

District: West Hernando

Right of Way:

ROW Length:

Upstream Protection Type:

Upstream Protection Size:

Relocate Attachments:

W.O. Number: 9017267

RUS: HCSL

Staked By: BRIAN D MAULDIN

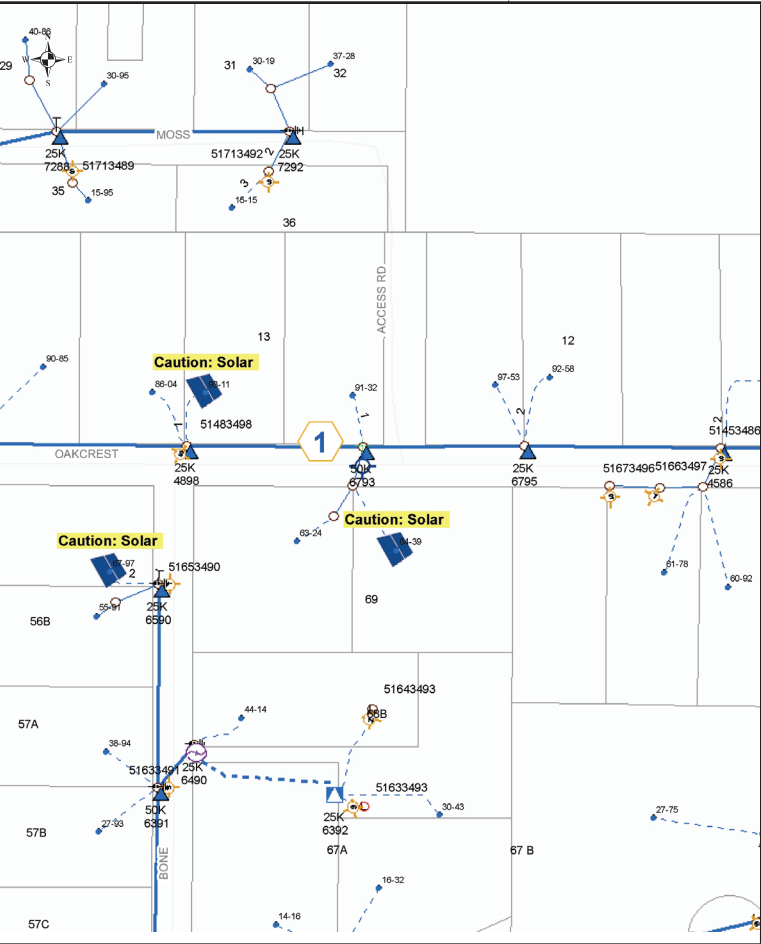
Released By: BRIAN D MAULDIN

Foreman:

Page 1 of 1

03/29/2023

03/29/2023



Location: 1

Source:

Span Ft:

Map Number: 51673493

Attachments:

|   |       |
|---|-------|
| * | Owner |
|   | ATT   |
|   | SPE   |

Comments: 15792 OAKCREST CIRCLE

C - MISC UNITS: (20) 6/2DU (MAKE-UP)

C - MISC UNITS: 6020

C - SECURITY LIGHT: 50.LED.6668

E - GROUND: H1.1

E - MISC UNITS: UM6.8.2

E - POLE: 40.4

E - PRIMARY: VA1.1

E - SECONDARY: J3.E.5810

E - TRANSFORMER: VG.50.9693

Phase: C

KVA: 50

|   |                 |      |
|---|-----------------|------|
| * | Units           | Req. |
| C | 50.LED.6668     | 1    |
| C | 6/2DU (MAKE-UP) | 20   |
| C | 6020            | 1    |

|           |         |
|-----------|---------|
| Ret. Wire | Qty/Ln. |
|           |         |

|             |         |
|-------------|---------|
| Const. Wire | Qty/Ln. |
|             |         |

Job Comments: INSTALL STREET LIGHT

Your Touchstone Energy® Partner



**AUTHORIZATION AND APPROVAL**

**FOR AREA LIGHT ADDITIONS AND/OR REMOVALS**

UNDER CONTRACT BETWEEN WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

AND HERNANDO COUNTY COMMISSION,

For: Account #1832782

Date: 3/29/2023

Work Date: 3/29/2023

ADD to existing contract the below listed area light(s)

EACH – TYPE 205 LED COBRA 100W HPS EQ

|          |  |  |  |  |
|----------|--|--|--|--|
| 51673493 |  |  |  |  |
|          |  |  |  |  |
|          |  |  |  |  |
|          |  |  |  |  |
|          |  |  |  |  |
|          |  |  |  |  |

REMOVE from the existing contract the below listed area light(s) and pole(s)

N/A

Effective date of this amendment:

Date of approval

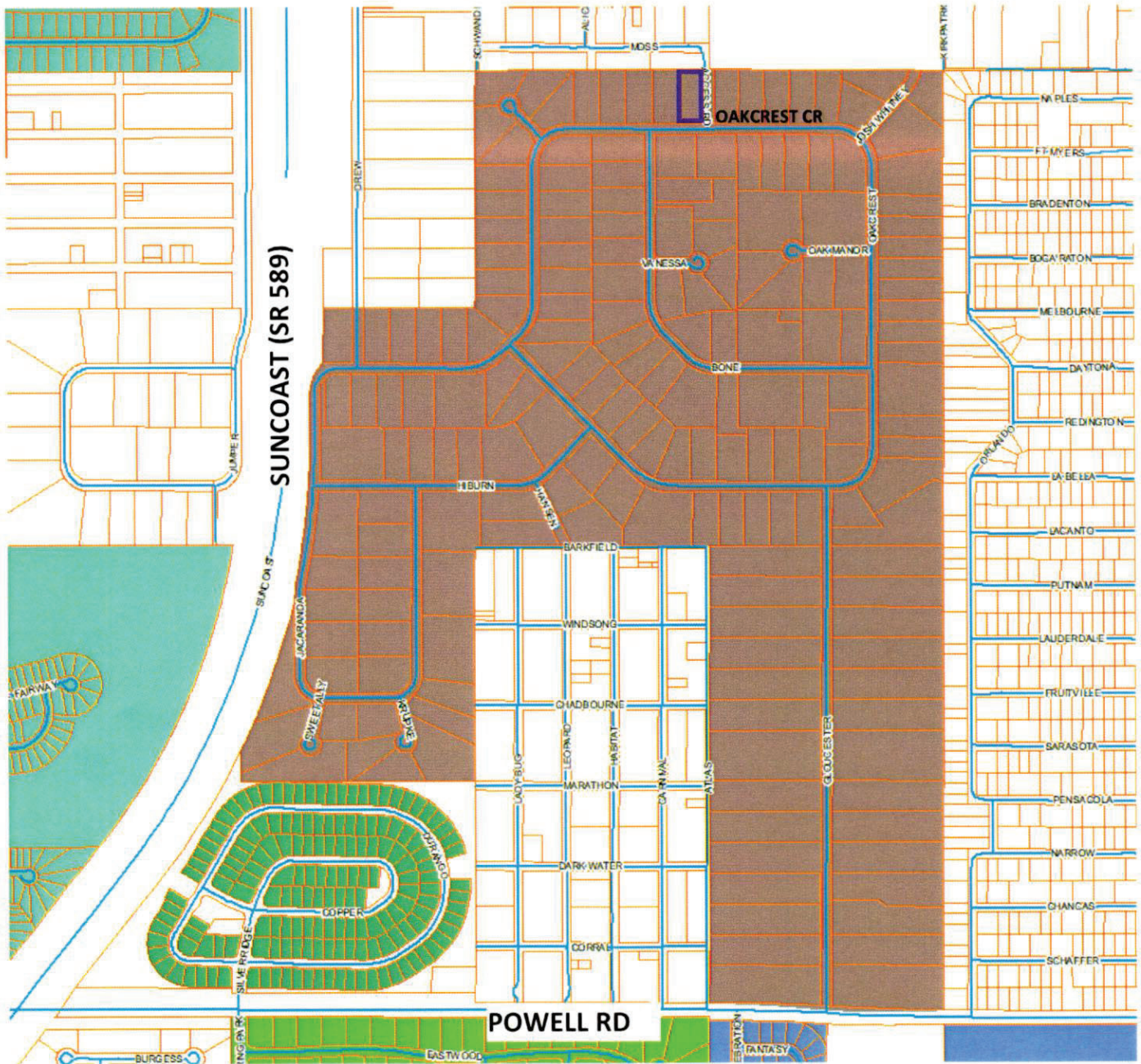
WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC.

By: Benjamin P. Cooper  
Supervisor of Engineering Services

By: \_\_\_\_\_  
Title: Chairperson

Approved as to Legal Form and Sufficiency  
Office of County Attorney:

\_\_\_\_\_  
[Signature]



## Oakwood Acres Street Lighting MSBU

### Legend

- Parcel #1183212
- Oakwood Acres MSBU



Not to Scale









## Shannan Lakis

---

**From:** Stephanie Henchey [REDACTED]  
**Sent:** Friday, April 21, 2023 5:15 PM  
**To:** Shannan Lakis  
**Cc:** [REDACTED]  
**Subject:** Re: Need a light 15792 Oakcrest Circle, Brooksville

**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.

Thanks for reaching out Shannan.

This is approved by the Oakwood Acres Board.

Can you accept this email in lieu of a letter ?

Stephanie Henchey  
Oakwood Acres POA

On Apr 21, 2023, at 10:13 AM, Shannan Lakis <slakis@co.hernando.fl.us> wrote:

Good morning,

I am following up on the HOA approval required for the installation of the light on Oakcrest Circle. I will need this approval no later than April 27<sup>th</sup> to meet the submission deadline for the May 23<sup>rd</sup> meeting.

<image001.jpg> SHANNAN LAKIS  
Special Assessment Coordinator  
Hernando County Public Works

**Phone:** 352-754-4060; x17028 **Email:** [SLakis@HernandoCounty.us](mailto:SLakis@HernandoCounty.us)

<image002.png>

**Web:** [www.HernandoCounty.us](http://www.HernandoCounty.us) **Address:** 1525 E. Jefferson St, Brooksville FL 34601

**2022 FLORIDA NOT FOR PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# N01000001553

**Entity Name:** OAKWOOD ACRES PROPERTY OWNERS' ASSOCIATION, INC.**Current Principal Place of Business:**4452 HANSEN TRAIL  
BROOKSVILLE, FL 34604**Current Mailing Address:**15331 CORTEZ BLVD.  
BROOKSVILLE, FL 34613 US**FEI Number:** 01-0640434**Certificate of Status Desired:** No**Name and Address of Current Registered Agent:**THE HOGAN LAW FIRM, LLC  
11031 SPRING HILL DRIVE  
SPRING HILL, FL 34608 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:** CARRIE N. FELICE, ESQUIRE

04/29/2022

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

|                 |                      |
|-----------------|----------------------|
| Title           | TREASURER            |
| Name            | HENCHEY, STEPHANIE   |
| Address         | 4452 HANSEN TRAIL    |
| City-State-Zip: | BROOKSVILLE FL 34604 |

|                 |                       |
|-----------------|-----------------------|
| Title           | PRESIDENT             |
| Name            | STEVE, KRONER         |
| Address         | 4260 JACARANDA CIRCLE |
| City-State-Zip: | BROOKSVILLE FL 34604  |

|                 |                       |
|-----------------|-----------------------|
| Title           | SECRETARY             |
| Name            | DEEG, CAROLINA        |
| Address         | 15499 OAKCREST CIRCLE |
| City-State-Zip: | BROOKSVILLE FL 34604  |

|                 |                      |
|-----------------|----------------------|
| Title           | DIRECTOR             |
| Name            | MCCALL, ASHLEY       |
| Address         | 5185 BONE LANE       |
| City-State-Zip: | BROOKSVILLE FL 34604 |

|                 |                      |
|-----------------|----------------------|
| Title           | DIRECTOR             |
| Name            | SCHELBROCK, KAREN    |
| Address         | 15265 HIBURN ST      |
| City-State-Zip: | BROOKSVILLE FL 34604 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 617, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** STEVE KRONERPRESIDENT, OAKWOOD  
ACRES POA

04/29/2022

Electronic Signature of Signing Officer/Director Detail

Date



## AGENDA ITEM

---

### TITLE

Resolution Prohibiting Parking Within Right of Ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in Villages of Avalon, and Providing for Placement of “No Parking on Right of Way” Signs

### BRIEF OVERVIEW

The Villages of Avalon is a deed restricted community in Spring Hill with over 800 Single Family units. The public communities consist of four (4) pods with five (5) entrance points. The roadways within the subdivision are two-lane paved roadways with concrete gutters, curb inlets and sidewalk on both sides of the road. Due to unauthorized vehicle parking within the road right of ways, access through the villages become restricted, making it difficult for emergency vehicles and sanitation trucks to maneuver through the Villages of Avalon.

Staff is recommending no parking on right of way signs be placed at the entrances in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in the Villages of Avalon to prevent parking within the road right of ways and allow unrestricted vehicular and pedestrian access throughout the community.

### FINANCIAL IMPACT

Funding for materials and installation of signs is available in the following accounts:

- 1011-03081-510\*\*\*\* (\$175.00) Transportation Trust Fund, Traffic Division, Various Personnel Accounts
- 1017-03233-530\*\*\* (\$520.00) LOGT 1-6 Fuel, Traffic Division, Various Operating Accounts

### LEGAL NOTE

The Board is authorized to act on this matter pursuant to Chapter 316, Florida Statutes.

### RECOMMENDATION

It is recommended the Board adopt and authorize the Chairman’s signature on the attached resolution prohibiting parking and providing for placement of no parking on right of way signs within the road right of ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in the Villages of Avalon.

### REVIEW PROCESS

|               |          |            |          |
|---------------|----------|------------|----------|
| Marie Warren  | Approved | 04/27/2023 | 1:24 PM  |
| Elaine Singer | Approved | 05/02/2023 | 8:59 AM  |
| Todd Crosby   | Approved | 05/02/2023 | 10:04 AM |
| Jodi Florio   | Approved | 05/03/2023 | 9:01 AM  |
| Toni Brady    | Approved | 05/07/2023 | 1:14 PM  |

|                   |          |                     |
|-------------------|----------|---------------------|
| Pamela Hare       | Approved | 05/08/2023 9:53 AM  |
| Victoria Anderson | Approved | 05/09/2023 10:40 AM |
| Heidi Kurppe      | Approved | 05/10/2023 9:37 AM  |
| Scott Herring     | Approved | 05/10/2023 5:25 PM  |
| Jeffrey Rogers    | Approved | 05/14/2023 9:03 PM  |
| Colleen Conko     | Approved | 05/15/2023 11:41 AM |





# Proposed “No Parking on Right of Way” Signage at Villages of Avalon **Exhibit A**

Scale - Not To Scale  
Mapped by - Dept. of Public Works/Engineering Div.



Hernando County Geographic Information System (GIS)  
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# Proposed "No Parking on Right of Way" Signage at Villages of Avalon **Exhibit B**

Scale - Not To Scale  
Mapped by - Dept. of Public Works/Engineering Div.



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Proposed "No Parking on Right of Way"  
Signage at Villages of Avalon  
**Exhibit C**

Scale - Not To Scale  
Mapped By - Dept. of Public Works/Engineering Div.

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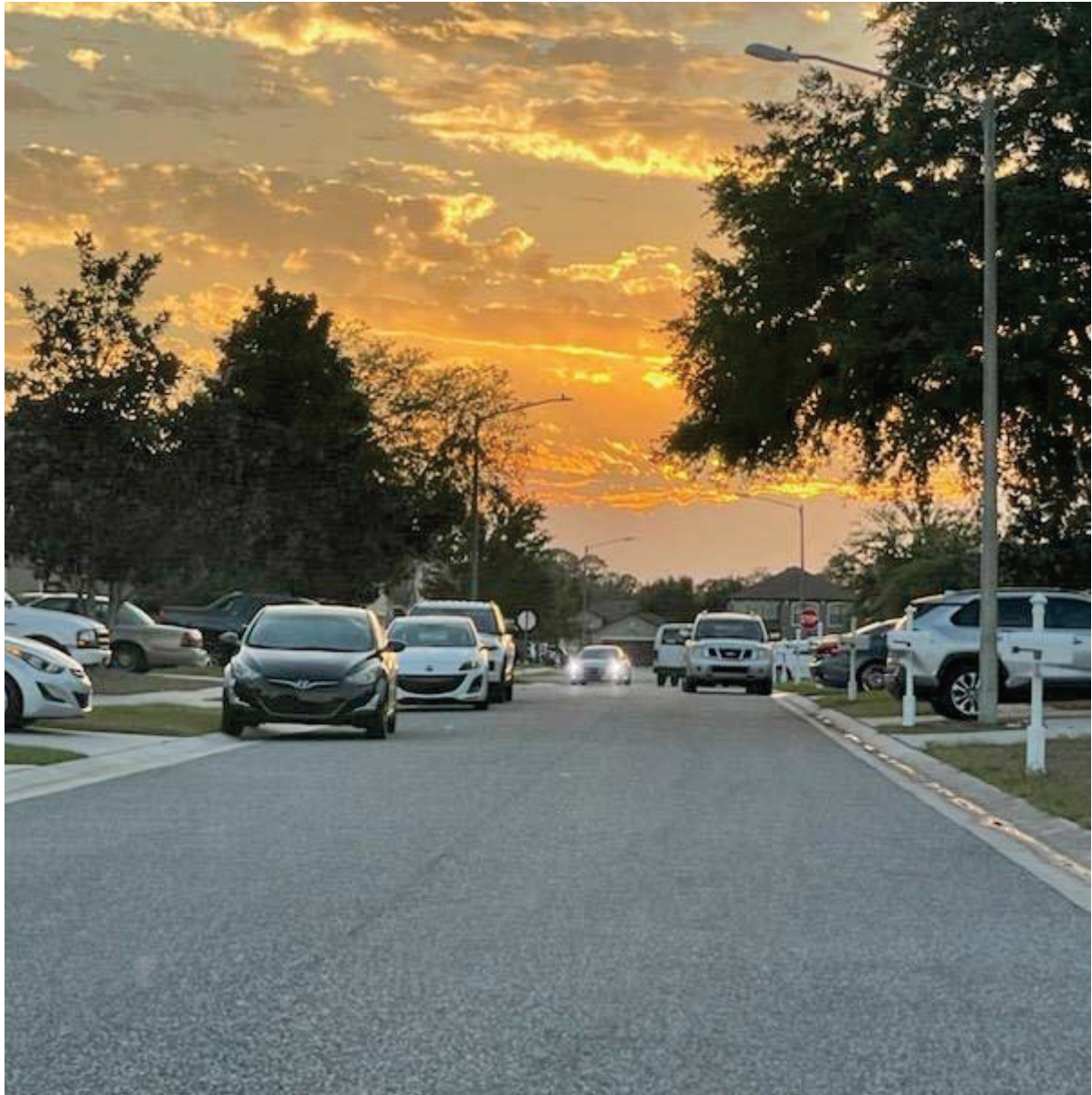












**RESOLUTION NO. 2023 – \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, PROHIBITING PARKING WITHIN THE RIGHT OF WAYS IN HAWTHORNE PLACE, BRISTOL PLACE, SOMERTON PLACE, AND BRIGHTON PLACE IN THE VILLAGES OF AVALON, PURSUANT TO SECTION 20-40, CODE OF ORDINANCES, HERNANDO COUNTY, FLORIDA, AND CHAPTER 316, FLORIDA STATUTES; PROVIDING FOR FINDINGS; PROVIDING FOR PLACEMENT OF “NO PARKING ON RIGHT OF WAY” SIGNS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 316.006(3), *Florida Statutes*, Hernando County has original jurisdiction over all streets and highways located within Hernando County, excluding state roads and streets and highways within municipalities; and

**WHEREAS**, pursuant to Section 316.006(3), *Florida Statutes*, Hernando County may place and maintain traffic control devices, which conform to the specifications of the Florida Department of Transportation, upon all streets and highways under its jurisdiction as the County deems necessary to regulate, warn or guide traffic; and

**WHEREAS**, pursuant to Section 316.006(2)(b)(3), *Florida Statutes*, Hernando County may, with respect to streets and highways under its jurisdiction, provide for the installation of regulatory signs if a determination is made that the signage will enhance traffic safety; and

**WHEREAS**, pursuant to Section 20-40, *Code of Ordinances, Hernando County, Florida*, the Board of County Commissioners may prohibit parking upon designated county streets, roads, medians, highways, or bridges, including road right of ways thereof, by posting signs indicating that no parking is allowed on designated portions of a roadway, including right of ways; and

**WHEREAS**, the Department of Public Works – Engineering Division, has reported the reasons why parking is detrimental within the public road right of ways in the Villages of Avalon, as shown on **EXHIBIT A, B, and C** attached hereto; and

**WHEREAS**, the Board of County Commissioners find that prohibiting parking within the road right of ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in the Villages of Avalon, as shown on **EXHIBIT A, B, and C**, is necessary to protect the public’s health, safety, and welfare.

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



**SECTION 1. Findings.** Pursuant to Section 20-40, *Code of Ordinances, Hernando County, Florida*, and Chapter 316, *Florida Statutes*, the Board of County Commissioners have received the report of the Department of Public Works – Engineering Division, stating the reasons why parking within the road right of ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in the Villages of Avalon, as shown on **EXHIBIT A, B, and C**, is detrimental, including but not limited to, restricting the access of emergency vehicles, and find that prohibiting such parking is necessary to protect the public’s health, safety, and welfare.

**SECTION 2. No Parking on Right of Way Signs to be Placed.** “NO PARKING ON RIGHT OF WAY” signs may be placed within the right of ways in Hawthorne Place, Bristol Place, Somerton Place, and Brighton Place in the Villages of Avalon.

**SECTION 3. Enforcement and Penalties.** Any person found guilty of violating the parking restriction established by this Resolution shall be punished according to the provisions of Chapter 316, *Florida Statutes*, the Florida Uniform Traffic Control Law, Section 316.655, Penalties, and Chapter 318, Disposition of Traffic Infractions.

**SECTION 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

ADOPTED IN REGULAR SESSION THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, A.D.

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

ATTEST:

\_\_\_\_\_  
DOUGLAS A. CHORVAT, JR.  
CLERK OF CIRCUIT COURT & COMPTROLLER

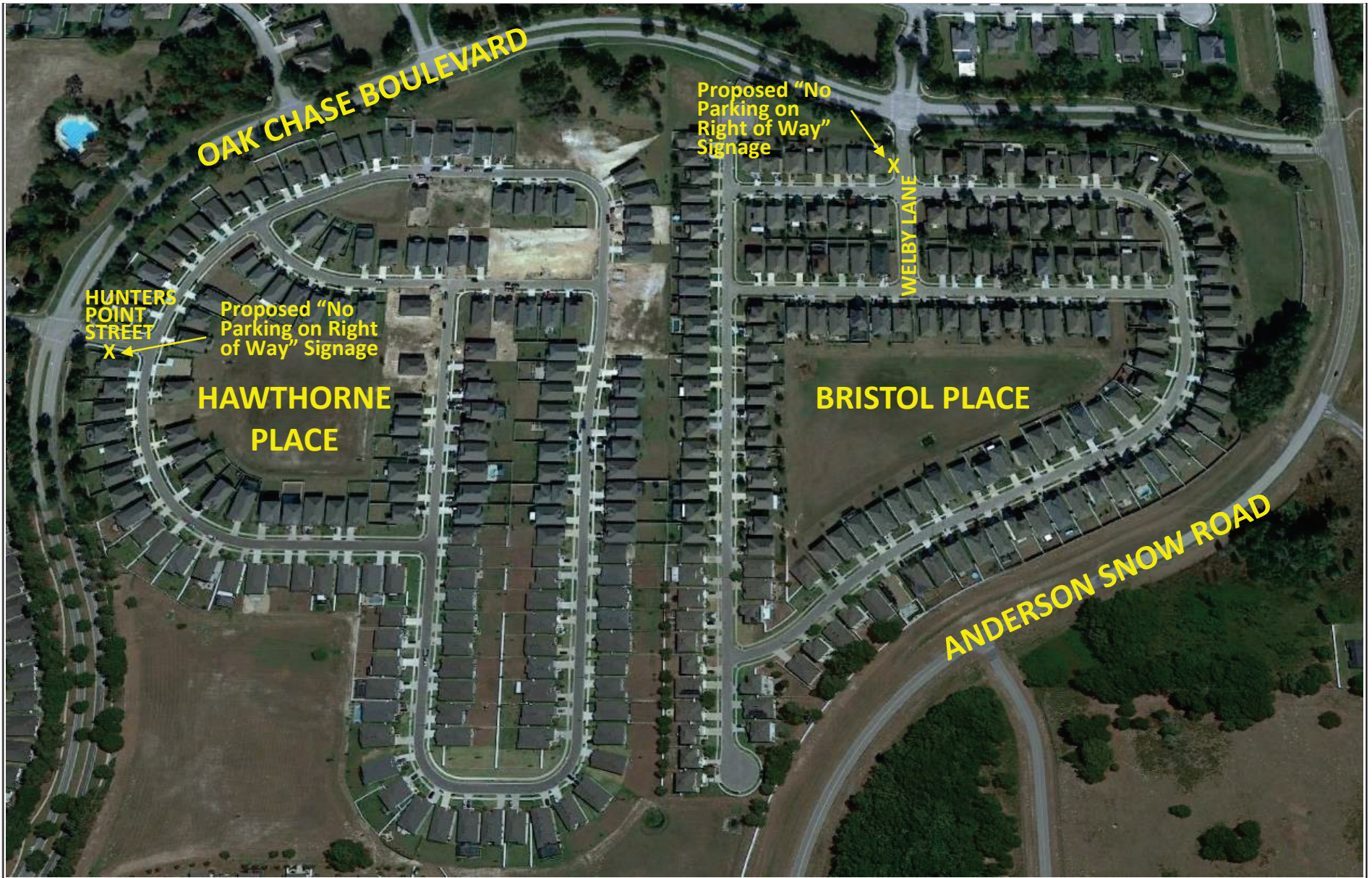
\_\_\_\_\_  
JOHN ALLOCCO  
CHAIRMAN

(SEAL)

Approved as to Form and  
Legal Sufficiency

By:   
County Attorney’s Office





# Proposed "No Parking on Right of Way" Signage at Villages of Avalon **Exhibit A**

Scale - Not To Scale  
Mapped by - Dept. of Public Works/Engineering Div.



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Proposed “No Parking on Right of Way” Signage  
at Villages of Avalon  
**Exhibit B**



Scale - Not To Scale  
Mapped by - Dept. of Public Works/Engineering Div.



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Proposed "No Parking on Right of Way"  
Signage at Villages of Avalon  
**Exhibit C**

Scale - Not To Scale  
Mapped By - Dept. of Public Works/Engineering Div.

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## AGENDA ITEM

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### TITLE

Ordinance Amending Chapter 28, Regulation of Use of Fertilizers Containing Nitrogen and/or Phosphorus, to Implement Regulations to Minimize Negative Environmental Effects Caused by Misuse of Fertilizers

### BRIEF OVERVIEW

Weeki Wachee Springs is an Outstanding Florida Spring (OFS) that is currently impaired for nitrates, and the nitrate levels have been steadily increasing for many years. In 2016, the State enacted the Springs and Aquifer Protection Act that set goals to restore the OFS within 20 years. In 2018, the Florida Department of Environmental Protection established a Basin Management Action Plan (BMAP) to address the increasing nitrate levels in the spring and identify the major contributing sources for nitrogen into the spring. Per the BMAP, 22% of the nitrogen affecting the spring is caused from urban turf fertilizers.

On May 2, 2023, the Board of County Commissioners held a workshop to discuss making changes to the fertilizer ordinance that was previously adopted in 2013. Staff was directed to develop an ordinance to amend the current County code that regulates the use of fertilizers containing nitrogen and phosphorus.

Attached for consideration is an ordinance that will amend the County's fertilizer code. Some notable changes are as follows:

- Expand the seasonal restrictions to prohibit the use of urban turf fertilizers containing nitrogen from December 15 to March 15 and from June 1 to September 30.
- Remove the exemption for commercial applicators.
- Increase the distance that fertilizers can be used adjacent to wetlands and surface waters to 25 feet.
- Require businesses that sell fertilizers during the restriction period to post County provided signage stating the restrictions.

### FINANCIAL IMPACT

None.

### LEGAL NOTE

The Board has the authority to act on this item pursuant to Chapter 125, Florida Statutes.

### RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached Ordinance amending Chapter 28, regarding the use of fertilizer

**REVIEW PROCESS**

|                  |          |                     |
|------------------|----------|---------------------|
| Gordon Onderdonk | Approved | 05/15/2023 11:40 AM |
| Toni Brady       | Approved | 05/15/2023 12:26 PM |
| Pamela Hare      | Approved | 05/15/2023 1:49 PM  |
| Jon Jouben       | Approved | 05/15/2023 5:24 PM  |
| Heidi Kurppe     | Approved | 05/16/2023 8:57 AM  |
| Scott Herring    | Approved | 05/16/2023 9:06 AM  |
| Jeffrey Rogers   | Approved | 05/16/2023 12:09 PM |
| Colleen Conko    | Approved | 05/16/2023 12:40 PM |

**ORDINANCE NO.: 2023 -\_\_**

AN ORDINANCE AMENDING HERNANDO COUNTY CODE CHAPTER 28, ARTICLE XII, REGULATION OF THE USE OF FERTILIZERS CONTAINING NITROGEN AND/OR PHOSPHORUS, TO IMPLEMENT REGULATIONS TO MINIMIZE THE NEGATIVE ENVIRONMENTAL EFFECTS CAUSED BY THE MISUSE OF FERTILIZERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO  
COUNTY:

**Section 1. Amending Hernando County Code Chapter 28, Article XII, Regulation of the Use of Fertilizers Containing Nitrogen and/or Phosphorus, to Implement Regulations to Minimize the Negative Environmental Effects Caused by the Misuse of Fertilizers.** Hernando County Code Chapter 28, Article XII, Regulation of the Use of Fertilizers Containing Nitrogen and/or Phosphorus, is hereby amended to read as follows:

Sec. 28-505. Purpose and Intent.

This article regulates the proper use of fertilizers by any applicator; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period [for fertilizer containing nitrogen or phosphorus](#); specifies allowable fertilizer application

1 rates and methods, fertilizer-free zones, low maintenance zones, and exemptions.

2 The article requires the use of best management practices which provide specific  
3 management guidelines to minimize negative secondary and cumulative  
4 environmental effects associated with the misuse of fertilizers. These secondary and  
5 cumulative effects have been observed primarily in and on Hernando County's  
6 springs, and also in and on Hernando County's natural and constructed stormwater  
7 conveyances, rivers, creeks, canals, lakes, estuaries and other water bodies.  
8 Collectively, these water bodies are an asset critical to the environmental,  
9 recreational, cultural and economic well-being of Hernando County residents and the  
10 health of the public. Overgrowth of algae and vegetation also hinders the  
11 effectiveness of flood attenuation provided by natural and constructed stormwater  
12 conveyances. Regulation of nutrients, including both phosphorus and nitrogen  
13 contained in fertilizer, will help improve and maintain water and habitat quality.

14 Sec. 28-506. Definitions.

15 {The following words, terms and phrases, when used in this article, shall have  
16 the meanings ascribed to them in this section, except where the context clearly  
17 indicates a different meaning:}

18 *Application* or *Apply* shall mean ~~the actual physical treatment of turf or~~  
19 ~~landscape plants with fertilizer for the purpose of supplying chemical components~~



1 ~~for healthy growth~~ the physical deposit, placement, or release of fertilizer upon soil,  
2 turf, or landscape plants.

3 *Applicator* shall mean any person who applies fertilizer on turf ~~and/or~~  
4 landscape plants.

5 *Best Management Practices (BMPs) or Green Industry Best Management*  
6 *Practices (GI-BMPs)* shall mean turf and landscape practices or combination of  
7 practices based on research, field testing, and expert review, determined to be the  
8 most effective and practicable on-location shall mean, including economic and  
9 technological considerations, for improving water quality, conserving water supplies  
10 and protecting natural resources. Best management practices for Florida fertilizer  
11 application that are especially applicable to Hernando County are those developed  
12 and promulgated by the ~~University of Florida Institute of Food and Agricultural~~  
13 ~~Sciences (IFAS)~~ UF/IFAS and the ~~Florida Department of Environmental Protection~~  
14 ~~(FDEP)~~ including, but not limited to, the most current version of the FDEP's  
15 "Florida-Friendly Best Management Practices for Protection of Water Resources by  
16 the Green Industries," and, "Best Management Practices for the Enhancement of  
17 Environmental Quality on Florida Golf Courses."

18 *Bank* shall mean, in reference to a water body, the slope immediately  
19 bordering the normal expanse of water in the applicable body. The top-of-bank is the  
20 top of the slope.

1           *Commercial Fertilizer Applicator* or *Commercial Fertilizer Application* shall  
2           mean any person, except as provided in section 482.1562(9), Florida Statutes, who  
3           applies fertilizer, or the act of applying fertilizer, for payment or other consideration  
4           to property not owned by the person or firm applying the fertilizer or the employer  
5           of the applicator.

6           *Compost* means a mixture of decaying organic matter, as from leaves and  
7           manure, used as an amendment to improve soil structure and provide nutrients. The  
8           composting process is largely the result of the activity of aerobic organisms.  
9           Compost reduces the need to fertilize because nutrients are supplied in a slow-release  
10          manner. Compost does not include material that has been modified by the addition  
11          of inorganic fertilizers.

12          *Fertilize, Fertilizing, or Fertilization* shall mean the application of fertilizer.

13          *Fertilizer* shall mean any substance that contains one (1) or more recognized  
14          plant nutrients and promotes plant growth, controls soil acidity or alkalinity, provides  
15          other soil enrichment, or, provides other corrective measures to the soil.

16          *Fertilizer-Free Zone* shall mean an area a minimum of ~~ten~~ twenty-five (~~10~~25)  
17          feet wide adjacent to any pond, stream, river, spring, watercourse, lake, canal, or  
18          wetland as measured from the top-of-bank or the face of the seawall.

19          *Golf Course* means any public or private area of land designed and used  
20          exclusively for playing or practicing golf, including tees, fairways, greens, rough

1 areas, hazards and driving ranges (stand-alone ranges or those associated with a golf  
2 course). *Golf Course* also includes clubhouses and all facilities that are adjacent to,  
3 and associated with, the uses that are listed in the preceding sentence. Golf-related  
4 structures or features on residentially zoned private land shall not constitute a golf  
5 course.

6 *FDEP* means the Florida Department of Environmental Protection.

7 *Heavy Rain* shall mean rainfall events that have occurred, are occurring, or  
8 are forecast as likely to occur within the ensuing twenty-four (24) hours with a total  
9 accumulation of two (2) inches or more for any portion of Hernando County.

10 *Institutional Applicator* shall mean any person, other than a private,  
11 non-commercial; or a commercial fertilizer applicator (unless such definitions also  
12 apply under the circumstances), who applies fertilizer for the purpose of maintaining  
13 turf ~~and~~/or landscape plants to areas other than individual private residential  
14 properties. *Institutional Applicators* ~~shall~~ include, but shall not be limited to, owners,  
15 managers or employees of public lands, governmental entities, utilities, schools,  
16 parks and golf courses, religious institutions, hospitals, community organizations,  
17 industrial or business sites and any residential areas maintained in condominium  
18 ~~and~~/or common ownership. *Institutional Applicators* that are also commercial  
19 fertilizer applicators must meet the applicable requirements of this article for  
20 commercial fertilizer applicators.

1           *Landscape Plant* shall mean any native or exotic tree, shrub, or groundcover  
2           (excluding turf).

3           *Limited Certification for Urban Landscape Commercial Fertilizer*  
4           *Application* (the “State Certification”) shall mean a certification issued by the  
5           Florida Department of Agriculture and Consumer Services to a commercial  
6           applicator that certifies successful completion of required training and testing in  
7           ~~University of Florida IFAS~~ the UF/IFAS’ Green Industry Best Management  
8           Practices (GI-BMPs), pursuant to the requirements of section 482.1562, Florida  
9           Statutes.

10           *Low Maintenance Zone* shall mean an area a minimum of ten (10) feet wide  
11           adjacent to water courses that is planted, preferably with native or Florida-Friendly  
12           Landscaping™, and managed in order to minimize the need for fertilization,  
13           pesticide application, watering, or mowing.

14           *Person* shall mean any and all persons, natural or artificial, including any  
15           individual, firm, or association; any municipal or private corporation organized or  
16           existing under the laws of Florida or any other state; any county of the state; and any  
17           governmental agency of the state or the federal government.

18           *Prohibited Application Period* shall mean ~~the time period during which~~  
19           ~~application of fertilizers containing nitrogen and/or phosphorus to turf and/or~~  
20           ~~landscape plants is prohibited~~ the time period during which a Flood Watch or



1       Warning, or a Tropical Storm Watch or Warning, or a Hurricane Watch or Warning  
2       is in effect for any portion of Hernando County, issued by the National Weather  
3       Service, or if more than two (2) inches of rain are forecasted within a  
4       twenty-four-hour period.

5               *Saturated Soil* shall mean a soil in which the voids are filled with water.  
6       Saturation does not require flow. For the purposes of this article, soils shall be  
7       considered saturated if standing water is present or the pressure of a person standing  
8       on the soil causes the release of free water.

9               *Slow- or Controlled-Release Fertilizer* shall mean nitrogen in a form ~~which~~  
10       ~~delays its availability for plant uptake and use after application, or which extends its~~  
11       ~~availability to the plant significantly longer than a referenced “rapidly available~~  
12       ~~nutrient fertilizer” such as ammonium nitrate or urea.~~ that delays its availability for  
13       plant uptake and use for an extended period after application, or that extends its  
14       availability to the plant longer than a readily available, rapid, or quick-release  
15       product, including but not limited to ammonium nitrate and urea. This definition  
16       includes the terms “controlled release,” “timed release,” “slowly available,” and  
17       “water insoluble.”

18               *Sports Turf* shall mean non-agricultural land planted exclusively for golf  
19       courses, parks and athletic fields.

1           *Turf, Sod<sub>2</sub>* or *Lawn* shall mean a piece of grass-covered soil held together by  
2           the roots of the grass.

3           *Urban Landscape* shall mean pervious areas on residential, commercial,  
4           industrial, institutional, highway rights-of-way, or other nonagricultural lands that  
5           are planted or maintained with turf or landscape plants. For the purposes of this  
6           section, agriculture has the same meaning as in section 570.02, Florida Statutes.

7           *UF/IFAS* means the University of Florida's Institute of Food and Agricultural  
8           *Sciences.*

9           *Wetlands* as defined in section § 373.019(27), Florida Statutes, as it may be  
10          amended, means those areas that are inundated or saturated by surface water or  
11          ground water at a frequency and a duration sufficient to support, and under normal  
12          circumstances do support, a prevalence of vegetation typically adapted for life in  
13          saturated soils. Soils present in wetlands generally are classified as hydric or alluvial,  
14          or possess characteristics that are associated with reducing soil conditions. The  
15          prevalent vegetation in wetlands generally consists of facultative or obligate  
16          hydrophytic macrophytes that are typically adapted to areas having soil conditions  
17          described above. These species, due to morphological, physiological, or reproductive  
18          adaptations, have the ability to grow, reproduce or persist in aquatic environments  
19          or anaerobic soil conditions. Florida wetlands generally include swamps, marshes,  
20          bayheads, bogs, cypress domes and strands, sloughs, wet prairies, riverine swamps

1 and marshes, hydric seepage slopes, tidal marshes, mangrove swamps and other  
2 similar areas. Florida wetlands generally do not include longleaf or slash pine  
3 flatwoods with an understory dominated by saw palmetto.

4 Sec. 28-507. Applicability.

5 This article shall be applicable to and shall regulate any and all applicators  
6 of fertilizer and areas of application of fertilizer to urban landscapes within the  
7 unincorporated area of Hernando County, unless such applicator or application is  
8 specifically exempted by the terms of this article from the regulatory provisions of  
9 this article. This article shall be prospective only, and shall not impair any existing  
10 contracts.

11 Sec. 28-508. Timing of Fertilizer Application.

12 (a) ~~No applicator shall apply fertilizers containing nitrogen and/or~~  
13 ~~phosphorus to turf and/or landscape plants during any of the following prohibited~~  
14 ~~application periods.~~ No person or applicator shall apply fertilizer containing nitrogen  
15 or phosphorus to turf or landscape plants during the prohibited application period or  
16 to saturated soils.

17 (1) ~~During the time period when a flood watch or warning, or a~~  
18 ~~tropical storm watch or warning, or a hurricane watch or warning issued by the~~  
19 ~~National Weather Service is in effect for any portion of Hernando County, or, the~~

1 ~~time period during which heavy rain is occurring, imminent, or forecast as likely by~~  
2 ~~the National Weather Service for any portion of Hernando County.~~

3 ~~(2) Prior to seeding or sodding a site, and for the first thirty (30)~~  
4 ~~days after seeding or sodding, except when hydro-seeding is used to accomplish~~  
5 ~~immediate erosion control measures of a temporary or permanent nature on slopes~~  
6 ~~(e.g., highway slopes, stormwater structure slopes, wildfire slopes, etc.). Planting of~~  
7 ~~sprigs in turf is exempted from this requirement.~~

8 ~~(b) During the season of plant dormancy from January 1 through March~~  
9 ~~31, only applicators trained, certified and registered under the terms of this article~~  
10 ~~shall apply fertilizer containing nitrogen or phosphorus to turf. Only slow- or~~  
11 ~~controlled-release fertilizer shall be applied during this period of time. The applicator~~  
12 ~~shall maintain, and provide if requested, on-site verification of the slow- or~~  
13 ~~controlled-release product being used during the application~~ No person or applicator  
14 shall apply fertilizer containing nitrogen or phosphorus to turf or landscape plants  
15 from December 15 through March 15.

16 (c) No person or applicator shall apply fertilizer containing nitrogen or  
17 phosphorus to turf or landscape plants from June 1 through September 30.

18 (d) Fertilizer containing nitrogen shall not be applied before seeding or  
19 sodding a site, and shall not be applied for the first thirty (30) days after seeding or  
20 sodding, except when hydro-seeding for temporary or permanent erosion control in



1 an emergency situation (e.g., wildfire), or in accordance with the Stormwater  
2 Pollution Prevention Plan for that site.

3 Sec. 28-509. Fertilizer-Free Zones.

4 (a) Fertilizer shall not be applied within a minimum of ten ~~twenty-five~~  
5 ~~(1025)~~ feet of the top ~~of~~ bank of any spring, pond, stream, watercourse, river, lake,  
6 canal, or wetland as defined by the FDEP (Chapter 62-340, Florida Administrative  
7 Code) ~~or from the top of a seawall unless a deflector shield, drop spreader, or liquid~~  
8 ~~applicator with a visible and sharply defined edge, is used, in which case a minimum~~  
9 ~~of three (3) feet shall be maintained. Newly planted turf and/or landscape plants may~~  
10 ~~be fertilized in this zone once beginning thirty (30) days after planting if needed to~~  
11 ~~allow the plants to become well established. Caution shall be used to prevent direct~~  
12 ~~deposition of nutrients into the water. No mowed or cut vegetative material may be~~  
13 ~~deposited or left remaining in this zone or deposited in the water. Care should be~~  
14 ~~taken to prevent the over-spray of aquatic weed products in this zone.~~ If more  
15 stringent Hernando County Code regulations apply, including those contained in  
16 Chapter 23, Article VI, Riverine Protection, and other applicable sections, this  
17 provision does not relieve the requirement to adhere to the more stringent  
18 regulations.

(b) Newly planted turf or landscape plants may be fertilized in this zone  
once beginning thirty (30) days after planting if needed to allow the plants to become  
well established.

Sec. 28-510. Fertilizer Content and Application Rates.

(a) Fertilizers applied to turf within Hernando County shall be applied in  
accordance with requirements and directions provided by Rule 5E-1.003(2), Florida  
Administrative Code, ~~labels or tags~~ Specialty Fertilizer Label Requirements for  
Urban Turf or Lawns, as it may be amended or renumbered from time to time, unless  
otherwise specified in this section.

(b) Fertilizer containing nitrogen or phosphorus shall not be applied to  
turf or landscape plants except as provided in (a) above for turf, or in ~~University of  
Florida IFAS~~ the UF/IFAS's recommendations for landscape plants, vegetable  
gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified  
by an approved test.

Sec. 28-511. Application Practices.

(a) Spreader deflector shields are required when fertilizing via rotary  
(broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are  
deflected away from all impervious surfaces, fertilizer-free zones and water bodies,  
including wetlands.

1 (b) Fertilizer shall not be applied, spilled, or otherwise deposited on any  
2 impervious surfaces.

3 (c) Any fertilizer applied, spilled, or deposited, either intentionally or  
4 accidentally, on any impervious surface shall be immediately and completely  
5 removed to the greatest extent practicable.

6 (d) Fertilizer released on an impervious surface must be immediately  
7 contained and either legally applied to turf or any other legal site, or returned to the  
8 original or other appropriate container.

9 (e) In no case shall fertilizer be washed, swept, or blown off impervious  
10 surfaces into stormwater drains, ditches, conveyances, or water bodies.

11 (f) Fertilizer shall not be applied to saturated soils or in saturated soil  
12 conditions.

13 Sec. 28-512. Management of Vegetative Matter.

14 In no case shall grass clippings, vegetative material, ~~and~~ or vegetative debris  
15 be washed, swept, or blown off into stormwater drains, ditches, conveyances, water  
16 bodies, wetlands, sidewalks or roadways. Any material or debris that is accidentally  
17 so deposited into, or that may block, stormwater infrastructure shall be immediately  
18 removed to the maximum extent practical and consistent with this article.

19 Sec. 28-513. Exemptions.

20 The provisions set forth above in this article shall not apply to:

1           ~~(1)~~(a) Bona fide farm operations as defined in the Florida Right to Farm Act,  
2           section 823.14, Florida Statutes; provided, that fertilizers are applied in accordance  
3           with the appropriate best management practices manual adopted by the Florida  
4           Department of Agriculture and Consumer Services, Office of Agricultural Water  
5           Policy for the crop in question; or,

6           ~~(2)~~(b) Other properties not subject to or covered under the Florida Right to  
7           Farm Act that have pastures used for grazing livestock; provided, that fertilizers are  
8           applied in accordance with the appropriate best management practices manual  
9           adopted by the Florida Department of Agriculture and Consumer Services, Office of  
10          Agricultural Water Policy for the crop in question; or,

11          ~~(3)~~(c) Any lands used for bona fide scientific research, including, but not  
12          limited to, research on the effects of fertilizer use on urban stormwater, water quality,  
13          agronomics, or horticulture; or,

14          (d) Yard waste, food compost, or mulch; or,

15          (e) Sports turf managed for active recreation, including, but not limited  
16          to, on athletic fields; provided, that fertilizers are applied in accordance with the  
17          document entitled UF/IFAS SL191 “Recommendations for N, P, K and Mg for Golf  
18          Course and Athletic Field Fertilization Based on Mehlich III Extractant,” revision:  
19          October 2013, which is hereby adopted and incorporated by reference into this



1 Article pursuant to Rule 5E-1.003(3)(b), Florida Administrative Code,” as that  
2 regulation may be amended; or,

3 (f) Vegetable gardens, defined as a plot of ground where herbs, fruits  
4 (fruit trees and shrubs), flowers, or vegetables are cultivated for human ingestion and  
5 not for commercial sale, provided they are not within fifteen (15) feet of any water  
6 body or wetland; or,

7 (g) Golf courses; provided, that:

8 (1) Fertilizers are applied by or under the direction of a  
9 professional who possesses a valid certification from the UF/IFAS’ Florida Golf  
10 Course Best Management Practices Certification Training, or its successor program;  
11 and,

12 (2) Fertilizers are applied in compliance with the “Best  
13 Management Practices for the Enhancement of Environmental Quality on Florida  
14 Golf Courses,” which is hereby adopted and incorporated by reference into this  
15 Article pursuant to Rule 5E-1.003(3)(c), Florida Administrative Code, “Labeling  
16 Requirements for Sports Turf,” as this regulation may be amended.

17 Sec. 28-514. Applicator Training.

18 (a) All commercial applicators of fertilizer within Hernando County shall  
19 abide by and successfully complete the ~~University of Florida IFAS~~ UF/IFAS’  
20 “Florida-Friendly Best Management Practices for Protection of Water Resources by

1 the Green Industries,” training program or an approved equivalent. Successful  
2 completion shall be evidenced by issuance of a training certificate and a ~~Limited~~  
3 ~~Certification for Urban Landscape Commercial Fertilizer Application~~ State  
4 Certification to the applicator.

5 (b) All institutional applicators of fertilizer within Hernando County shall  
6 ensure that at least one (1) employee has completed the training program specified  
7 in subsection (a) of this section and received a training certificate. The employee or  
8 employees shall complete the training for the purpose of ensuring that fertilizer  
9 application practices are planned and carried out in compliance with this article and  
10 with ~~Green Industry best management practices~~ the Florida-Friendly Best  
11 Management Practices for Protection of Water Resources by the Green Industries.

12 (c) Private, non-commercial, non-institutional applicators are encouraged  
13 to follow the recommendations of the ~~University of Florida IFAS~~ UF/IFAS to assist  
14 them in complying with the fertilizer application standards of this article. In the event  
15 of a conflict between any provision contained within this article and the UF/IFAS’  
16 Florida Yards and Neighborhoods program, the requirements of this article shall  
17 apply.

18 Sec. 28-515. Applicator Licensing and Certification.

19 (a) ~~By January 1, 2014, all commercial fertilizer applicators within~~  
20 ~~Hernando County shall have and carry in their possession at all times when applying~~

1 ~~fertilizer, a limited certification for urban landscape commercial fertilizer application~~  
2 ~~or other approved evidence of certification by the Florida Department of Agriculture~~  
3 ~~and Consumer Services as a commercial applicator per 5E-14.117(18) Florida~~  
4 ~~Administrative Code.~~ All commercial fertilizer applicators performing fertilizer  
5 application in Hernando County shall obtain a State Certification from the Florida  
6 Department of Agriculture and Consumer Services pursuant to Fla. Stat. § 482.1562,  
7 and Rule 5E-14.117(11), Florida Administrative Code, as they may be amended. A  
8 commercial fertilizer applicator shall physically possess a copy of his or her active  
9 State Certification at all times when he or she is applying fertilizer.

10 (b) ~~By January 1, 2014, a~~ All employees or agents of institutional  
11 applicators shall be supervised on site during the application of fertilizer by at least  
12 one (1) institutional applicator who shall have and carry in their possession at all  
13 times when applying fertilizer, a ~~University of Florida IFAS~~ UF/IFAS  
14 “Florida-Friendly Best Management Practices for Protection of Water Resources by  
15 the Green Industries” training certificate.

16 Sec. 28-516. Registration of Commercial Fertilizer Applicators and Institutional  
17 Applicators.

18 (a) ~~By January 1, 2014, a~~ All commercial fertilizer applicators shall  
19 register with Hernando County prior to performing professional landscaping in  
20 unincorporated Hernando County. Commercial fertilizer applicators must present an

1 active ~~“Limited Certification for Urban Landscape Commercial Fertilizer~~  
2 ~~Application”~~ State Certification to successfully complete registration. Commercial  
3 fertilizer applicators shall renew their Hernando County registration concurrent with  
4 renewal of their ~~“Limited Certification for Urban Landscape Commercial Fertilizer~~  
5 ~~Application”~~ State Certification.

6 (b) ~~By January 1, 2014, a~~All institutional applicators of fertilizer shall  
7 register with Hernando County prior to applying fertilizer in unincorporated  
8 Hernando County. Any institutional applicators seeking to register and remain  
9 registered with the county shall have at least one (1) employee who holds an active  
10 ~~University of Florida IFAS~~ UF/IFAS “Florida-Friendly Best Management Practices  
11 for Protection of Water Resources by the Green Industries” training certificate.  
12 Institutional applicators shall renew their registration every four (4) years with  
13 presentation of an updated training certificate showing the completion of continuing  
14 education units (CEUs) that meet state standards.

15 (c) Hernando County may assess initial and annual registration fees  
16 sufficient to cover the cost of administration of the registration program.

17 Sec. 28-517. Low Maintenance Zones.

18 A voluntary ten-foot maintenance zone is strongly recommended, but not  
19 mandated, from any pond, stream, water course, lake, wetland or from the top of a  
20 seawall. A swale/berm system is recommended for installation at the landward edge



1       of this low maintenance zone to capture and filter runoff. No mowed or cut  
2       vegetative material should be deposited or left remaining in this zone or deposited  
3       in the water. Care should be taken to prevent the over-spray of aquatic weed  
4       products in this zone. If more stringent Hernando County Code regulations apply,  
5       including those contained in chapter 23, article VI, riverine protection, and other  
6       applicable sections, this provision does not relieve the requirement to adhere to the  
7       more stringent regulations.

8       Sec. 28-518. Notice to Consumers.

9               Persons, firms, corporations, franchises, and commercial establishments  
10       selling fertilizers containing nitrogen or phosphorus shall prominently display, at the  
11       point of distribution, a notice to customers that the use of lawn and landscape  
12       fertilizers containing nitrogen or phosphorus within the county is restricted in  
13       accordance with this article. Signage will be provided by Hernando County and shall  
14       be displayed in a location that is clearly visible to consumers.

15       Sec. 28-51<sup>79</sup>. Violations.

16               (a)     Any person applying fertilizers in violation of any stipulation or  
17       performance standard contained herein, including the best management practices and  
18       other documents incorporated herein by reference, shall be subject to the remedies  
19       and ~~or~~ penalties as provided for in this Article.

(b) Each incident or separate occurrence of an act that violates this Article, or in the case of continuous violations, each day a violation occurs or continues, shall be deemed a separate offense.

Sec. 28-5~~18~~20. Enforcement, ~~Remedies, and Penalties.~~

(a) ~~Personnel of the county in the performance of their assigned duties or functions to enforce the provisions of this article may enter upon any property during normal work hours of the county and make examination to determine Code compliance that do not occasion damage or injury to private property or otherwise impair private property or personal rights.~~ Any code enforcement officer or law enforcement officer with jurisdiction over the unincorporated areas of Hernando County may enforce the provisions of this Article.

(b) ~~Remedies:~~

(1) ~~Personnel of the county in the performance of their assigned duties or functions may issue notice to all violators of this fertilizer ordinance and shall order that such violations cease.~~

(2) ~~If necessary, the governing body, or any appropriate official of the governing body, may institute appropriate action in a court of competent jurisdiction to enjoin any violation of the county's land development regulations and/or this zoning ordinance.~~

1                   (3)     ~~In addition, any violation hereunder may be prosecuted as~~  
2                   ~~described in Chapter 2, Article III of the Hernando County Code of Ordinances, as~~  
3                   ~~amended or renumbered from time to time.~~

4                   (c)     ~~Penalties. Any violation of the county's fertilizer ordinance may be~~  
5                   ~~prosecuted as follows:~~

6                   (1)     ~~Whenever in the county's fertilizer ordinance any act is~~  
7                   ~~prohibited, or is made or declared to be unlawful, or an offense; or whenever in such~~  
8                   ~~ordinance the doing of any act is required, or the failure to do any act is declared to~~  
9                   ~~be unlawful, then such act or failure to act shall be deemed a misdemeanor for the~~  
10                  ~~purposes of this article.~~

11                  (2)     ~~Each violation hereunder shall be deemed a separate offense~~  
12                  ~~and a separate offense shall be deemed committed on each day during or on which~~  
13                  ~~a violation occurs or continues. In assessing fines hereunder, the special master may~~  
14                  ~~consider whether the violator has been convicted of or pleaded guilty to prior~~  
15                  ~~violations of the county's fertilizer ordinance.~~

16                  (3)     ~~If any of the fines or penalties enumerated herein are~~  
17                  ~~invalidated by a court of competent jurisdiction, such invalidation shall be severable~~  
18                  ~~from the rest of the provisions in this fertilizer ordinance and such invalidity shall not~~  
19                  ~~extend to any other provision of this fertilizer ordinance including the statutory~~  
20                  ~~penalty for violation of county ordinances.~~

1                   (4)    If any of the fines or penalties enumerated herein are  
2                   invalidated, then the statutory penalty for violation of county ordinances shall be  
3                   deemed to automatically apply to any violation of this fertilizer ordinance and in any  
4                   event the court shall have the absolute right and discretion to impose the fines or  
5                   penalties, or both, provided for in the statutory provision for violation of county  
6                   ordinances instead of the fines and penalties provided for herein.

7                   Any violation hereunder may be prosecuted as described in Hernando County  
8                   Code Chapter 2, Article III, Code Enforcement, as it may be amended. A violation  
9                   of this Article shall be considered irreparable or irreversible. Notwithstanding the  
10                  foregoing, nothing contained in this article shall be deemed to prohibit the County  
11                  from seeking enforcement by any other means provided by law, including, but not  
12                  limited to, filing an action for declaratory and injunctive relief in a court of  
13                  competent jurisdiction.

14               **Section 2. Severability.** It is declared to be the intent of the Board of County  
15               Commissioners that if any section, subsection, clause, sentence, phrase, or provision of this  
16               ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect  
17               the validity of the remaining portions of this ordinance.

18               **Section 3. Inclusion in the Code.** It is the intention of the Board of County Commissioners  
19               of Hernando County, Florida, and it is hereby provided, that the provisions of this Ordinance shall  
20               become and be made a part of the Code of Ordinances of Hernando County, Florida. To this end,



1 the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and  
2 that the word "ordinance" may be changed to "section," "article," or any other appropriate  
3 designation.

4 **Section 4. Conflicting Provisions Repealed.** All ordinances or parts of ordinances in  
5 conflict with the provisions of this ordinance are hereby repealed.

6 **Section 5. Effective Date.** This ordinance shall take effect immediately upon receipt of  
7 official acknowledgment from the office of the Secretary of State of Florida that this ordinance has  
8 been filed with said office.

9 **BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF**  
10 **HERNANDO COUNTY** in Regular Session this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

11  
12 **BOARD OF COUNTY COMMISSIONERS**  
13 **HERNANDO COUNTY, FLORIDA**  
14

15  
16  
17 Attest: \_\_\_\_\_  
18 DOUGLAS CHORVAT, JR.  
19 Clerk and Comptroller

20  
21 By: \_\_\_\_\_  
22 JOHN ALLOCCO  
23 Chairman

24  
21 Approved for Form and Legal Sufficiency

22  
23 Jon Jouben  
24 County Attorney



## AGENDA ITEM

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### TITLE

FY 2024 Non-Ad Valorem Assessment Rate Increase for Orchard Park III Multipurpose Municipal Service Benefit Unit and Establishment of Future Maximum Rate

### BRIEF OVERVIEW

The Orchard Park III Multipurpose Municipal Service Benefit Unit (MSBU) was created by Ordinance 2004-23 to provide for the maintenance and operation of a street lighting system and for maintenance and improvements of grounds within the County right-of-way located at the front entrance.

Over the life of the MSBU, the annual operational expenses have steadily increased beyond the annual assessment revenue received, thus diminishing reserves. As a result, the Orchard Park III Multipurpose MSBU district's assessment revenue can no longer support the increasing annual operating expenses and maintain the required 18% reserves at the current assessment rate of \$205.00. Orchard Park's Homeowner's Association held a budget meeting with the residents in February 2023 during which a proposed rate of \$216.00 was approved for FY2024 and an understanding that the rate may need to increase again in future years.

Therefore, staff recommends increasing the FY24 non-ad valorem assessment rate to \$216.00 per unit to cover the annual operational expenses and appropriate required reserve amount; and increasing the maximum assessment rate from \$205.00 to \$255.00.

| <u>MSBU Name</u> | <u>Fund</u> | <u>Current<br/>Rate</u> | <u>Proposed<br/>Rate</u> | <u>Proposed<br/>Max</u> | <u>Rate_<br/>Adjustment</u> |
|------------------|-------------|-------------------------|--------------------------|-------------------------|-----------------------------|
| Orchard Park III | 7032        | \$205.00                | \$216.00                 | \$255.00                | \$11.00 - \$50.00           |

In accordance with Section 197.3632 Florida Statutes, a non-ad valorem assessment roll shall be adopted at a public hearing if the non-ad valorem assessment is increased beyond the maximum rate authorized by law or judicial decree, at the time of initial imposition. Property owners must be notified of the public hearing and assessment increase by first-class mail and newspaper advertisement at least 20 days prior to the public hearing.

### FINANCIAL IMPACT

The recommended assessment rate of \$216.00 to each of the 55 units is anticipated to generate \$11,286.00 at 95% collection rate and is included in FY 2024 Revenue Budget Account No. 7032-09032-3252001 for Orchard Park III Multipurpose MSBU and appropriated to various operating accounts to provide street lighting and grounds maintenance within the district boundaries.

### LEGAL NOTE

The Board has legal authority to establish MSBUs and set assessment rates pursuant to

Sections 125.01 and 197.3632, Florida Statutes.

## RECOMMENDATION

It is recommended that the Board approve and authorize the Chairman's signature on the attached resolution increasing the annual non-ad valorem assessment rate for Orchard Park III MSBU for FY 2024 and establish the Maximum assessment rate for future years.

## REVIEW PROCESS

|                |          |                     |
|----------------|----------|---------------------|
| Shannan Lakis  | Approved | 04/26/2023 9:51 AM  |
| Elaine Singer  | Approved | 04/26/2023 10:09 AM |
| Todd Crosby    | Approved | 04/26/2023 12:43 PM |
| Toni Brady     | Approved | 04/30/2023 10:35 AM |
| Pamela Hare    | Approved | 05/01/2023 10:19 AM |
| Jon Jouben     | Approved | 05/03/2023 9:50 AM  |
| Heidi Kurppe   | Approved | 05/04/2023 8:48 AM  |
| Scott Herring  | Approved | 05/04/2023 8:59 AM  |
| Jeffrey Rogers | Approved | 05/14/2023 8:54 PM  |
| Colleen Conko  | Approved | 05/15/2023 11:45 AM |

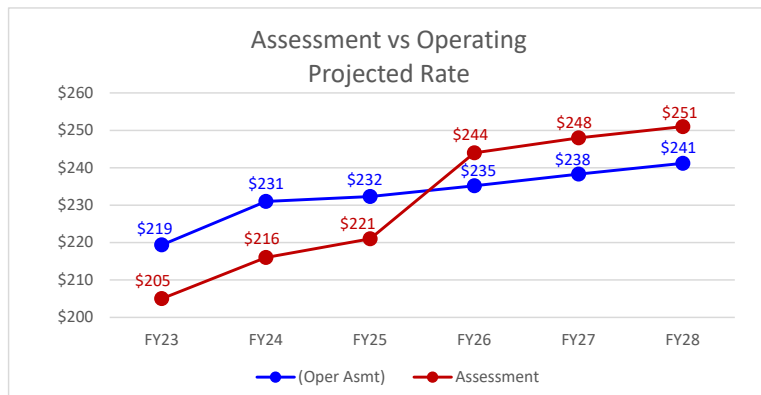
## 7032 - ORCHARD PARK III MULTIPURPOSE MSBU

| ACCOUNT                       | DESCRIPTION                            | REVENUE       | FY23      |
|-------------------------------|--|---------------|-----------|
| 3252001                       | ASMT - NON-AD VALOREM TAX (100% & 95%) | 11,275        | 10,700    |
| 3611400                       | INTEREST - ASSESSMENTS                 | -             | -         |
| 3611500                       | INTEREST - INVESTMENTS                 | -             | -         |
| 3631012                       | DEL ASSESSMENT-CTY TAX CERT            | -             | -         |
| 3699300                       | MISC REV-REF PR YR EXP                 | 275           | 275       |
| 3899090                       | CASH BALANCE FORWARD-REGULAR           | 6,130         | 6,130     |
| TOTAL:                        |  | \$            | 17,105    |
| Current Max: <b>\$205.00</b>  |  | No. of Units: | 55        |
| Proposed Max: <b>\$255.00</b> |  | Assessment:   | \$ 205.00 |
| 2023 vs 2024: <b>\$11.00</b>  |  |               |           |
| ACCOUNT                       | DESCRIPTION                            | EXPENDITURES  |           |
| 5303401                       | CONTRACTED SERVICES                    | 3,960         |           |
| 5304205                       | POSTAGE AND FREIGHT                    | 10            |           |
| 5304301                       | UTILITY SERVICE                        | \$5,400       |           |
| 5304601                       | REPAIR/MAINTENANCE-BLDGS & GRNDS       | -             |           |
| 5304901                       | ADVERTISING                            | -             |           |
| 5304923                       | FEES & COSTS - FILING                  | -             |           |
| 5304933                       | FEES & COSTS - COST ALLOCATION PLAN    | 1,435         |           |
| 5304934                       | FEES & COSTS - ADMIN                   | 750           |           |
| 5304936                       | FEES & COSTS - TAX COLLECTOR           | 230           |           |
| 5304940                       | FEES & COSTS - PROPERTY APPR.          | 230           |           |
| 5304959                       | FEES & COSTS - BANK CHARGES            | 50            |           |
| 5305101                       | OFFICE SUPPLIES                        | -             |           |
| 5305201                       | OPERATING SUPPLIES                     | -             |           |
| 5606301                       | IMPROV-OTHER THAN BLDGS                | -             |           |
| 5707110                       | PRINCIPAL - LOANS                      | -             |           |
| 5707210                       | INTEREST - LOANS                       | -             |           |
| 5909910                       | RESERVE FOR CONTINGENCIES              | 5,040         | 42%       |
| TOTAL:                        |  | \$            | 17,105    |

| FY24         | FY25      | FY26      | FY27      | FY28      |
|--------------|-----------|-----------|-----------|-----------|
| 11,280       | 11,540    | 12,740    | 12,950    | 13,110    |
| 250          | 250       | 250       | 250       | 250       |
| 4,500        | 3,300     | 2,300     | 2,300     | 2,300     |
| \$ 16,030    | \$ 15,090 | \$ 15,290 | \$ 15,500 | \$ 15,660 |
| 55           | 55        | 55        | 55        | 55        |
| \$ 216.00    | \$ 221.00 | \$ 244.00 | \$ 248.00 | \$ 251.00 |
| EXPENDITURES |           |           |           |           |
| 4,040        | 4,130     | 4,220     | 4,310     | 4,400     |
| 150          | 50        | 10        | 10        | 10        |
| \$5,510      | \$5,570   | \$5,640   | \$5,700   | \$5,770   |
| 200          | 200       | 200       | 200       | 200       |
| -            | -         | -         | -         | -         |
| 1,500        | 1,500     | 1,500     | 1,500     | 1,500     |
| 750          | 750       | 750       | 750       | 750       |
| 240          | 250       | 270       | 280       | 280       |
| 240          | 250       | 270       | 280       | 280       |
| 75           | 75        | 75        | 75        | 75        |
| -            | -         | -         | -         | -         |
| -            | -         | -         | -         | -         |
| -            | -         | -         | -         | -         |
| -            | -         | -         | -         | -         |
| 3,325        | 2,315     | 2,355     | 2,395     | 2,395     |
| 26%          | 18%       | 18%       | 18%       | 18%       |
| \$ 16,030    | \$ 15,090 | \$ 15,290 | \$ 15,500 | \$ 15,660 |

Inflation: 1.02  
2% Contracted Service & Utility Fuel Increase

|             |          |          |          |          |          |          |
|-------------|----------|----------|----------|----------|----------|----------|
| (Oper Exp)  | \$12,065 | \$12,705 | \$12,775 | \$12,935 | \$13,105 | \$13,265 |
| (Oper Asmt) | \$219    | \$231    | \$232    | \$235    | \$238    | \$241    |
| Assessment  | \$205    | \$216    | \$221    | \$244    | \$248    | \$251    |







## DEPARTMENT OF PUBLIC WORKS

AQUATIC SERVICES ♦ ENGINEERING ♦ ROADS/BRIDGE MAINTENANCE ♦ STORMWATER MANAGEMENT ♦ TRAFFIC ♦ WATERWAYS MAINTENANCE

1525 EAST JEFFERSON STREET ♦ BROOKSVILLE, FLORIDA 34601

P 352.754.4060 ♦ F 352.754.4423 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

### **NOTICE OF PUBLIC HEARING**

4/11/2023

Key #

«AddressBlock»

RE: NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF ORCHARD PARK III MULTIPURPOSE NON-AD VALOREM ASSESSMENT

Dear Property Owner:

Notice is hereby given that the Board of County Commissioners of Hernando County has scheduled a public hearing to consider increasing the Orchard Park III Multipurpose Municipal Service Benefit Unit non-ad valorem assessment due to operational cost increases and depletion of reserve funds.

A public hearing has been scheduled for Tuesday, May 23, 2023 at 9:00 a.m. 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 participant 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 2024 assessment is \$216.00 per platted lot, an increase of \$11.00 from FY 2023, to provide for the maintenance and operation of 19 streetlights and for maintenance and improvements of grounds within the County right-of-way located at the front entrance. A maximum assessment is proposed at \$255.00 per unit. The MSBU contains 55 units and the estimated annual assessment revenue to be collected is \$11,286.00 based on 95% collection if the assessment is raised to the amount set forth above.

The assessment will be collected on the ad-valorem tax bill to be mailed in November 2023, 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 Department of Public Works at 352-754-4060.

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

Orchard Park III Homeowners Association, Inc.

Hernando County MSBU

Shannan,

This letter is to confirm, during Orchard Park III Budget meeting dated February 23, we discussed the Hernando County MSBU budgets by line item for the years 2023, 2024, 2025 and 2026. The neighborhood asked about the advantage of self-managing which we discussed and decided not to pursue. We are aware the cost for 2024 will increase to \$216.00 and that the budgets for 2025 and 2026 are estimated forecasts and may increase or decrease as needed.

Robert Hall

President

Orchard Park III Homeowners Association

404-801-8007

RESOLUTION NO. 2023-\_\_\_\_\_

**A RESOLUTION TO ADOPT THE SPECIAL ASSESSMENT  
FOR THE ORCHARD PARK III MULTI-PURPOSE  
MUNICIPAL SERVICE BENEFIT UNIT (MSBU)**

**WHEREAS**, the Hernando County Board of County Commissioners, pursuant to Chapters 125, Florida Statutes and Hernando County Ordinance 2004-23, has created a Municipal Service Benefit Unit known as the “**Orchard Park III Multi-Purpose Municipal Service Benefit Unit**”; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the Tax Collector will include the annual non-ad valorem assessment for the “**Orchard Park III Multi-Purpose Municipal Service Benefit Unit**” 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.

| <u>MSBU Name</u>      | <u>Authorizing<br/>Ordinance No.</u> | <u>FY 2023<br/>Asmt. Rate</u> | <u>PROPOSED<br/>FY 2024<br/>Asmt. Rate</u> | <u>PROPOSED<br/>Maximum<br/>Rate</u> |
|-----------------------|--------------------------------------|-------------------------------|--|--------------------------------------|
| Orchard Park III MSBU | 2004-23                              | \$ 205.00                     | \$ 216.00                                  | \$ 255.00                            |

**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 **\$216.00** per lot, tract, and/or parcel for the “**Orchard Park III Multi-Purpose Municipal Service Benefit Unit**” for Fiscal Year 2024.

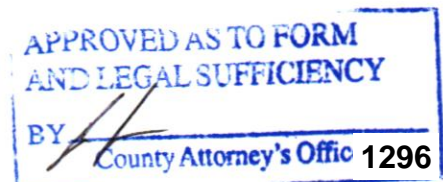
**SECTION 2.** That this assessment will be applied to the assessment roll in preparation for submittal to the Tax Collector prior to September 15, 2023 and pursuant to the date established by statute thereafter.

**ADOPTED** at a public hearing in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2023, A.D.

ATTEST: BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA

\_\_\_\_\_  
DOUGLAS A. CHORVAT, JR.  
CLERK

\_\_\_\_\_  
By: JOHN ALLOCCO  
CHAIRPERSON



## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Hernando County, Florida, will hold a public hearing Tuesday, May 23, 2023 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 2024 annual assessment is as follows:

| <u>MSBU Name</u> | <u>Authorizing Ordinance</u> | <u>CURRENT FY23 Asmt Rate</u> | <u>PROPOSED FY24 Asmt Rate</u> | <u>PROPOSED Maximum Rate</u> |
|------------------|------------------------------|-------------------------------|--------------------------------|------------------------------|
| Orchard Park III | 2004-23                      | \$205.00                      | \$216.00                       | \$255.00                     |

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, May 23, 2023 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.

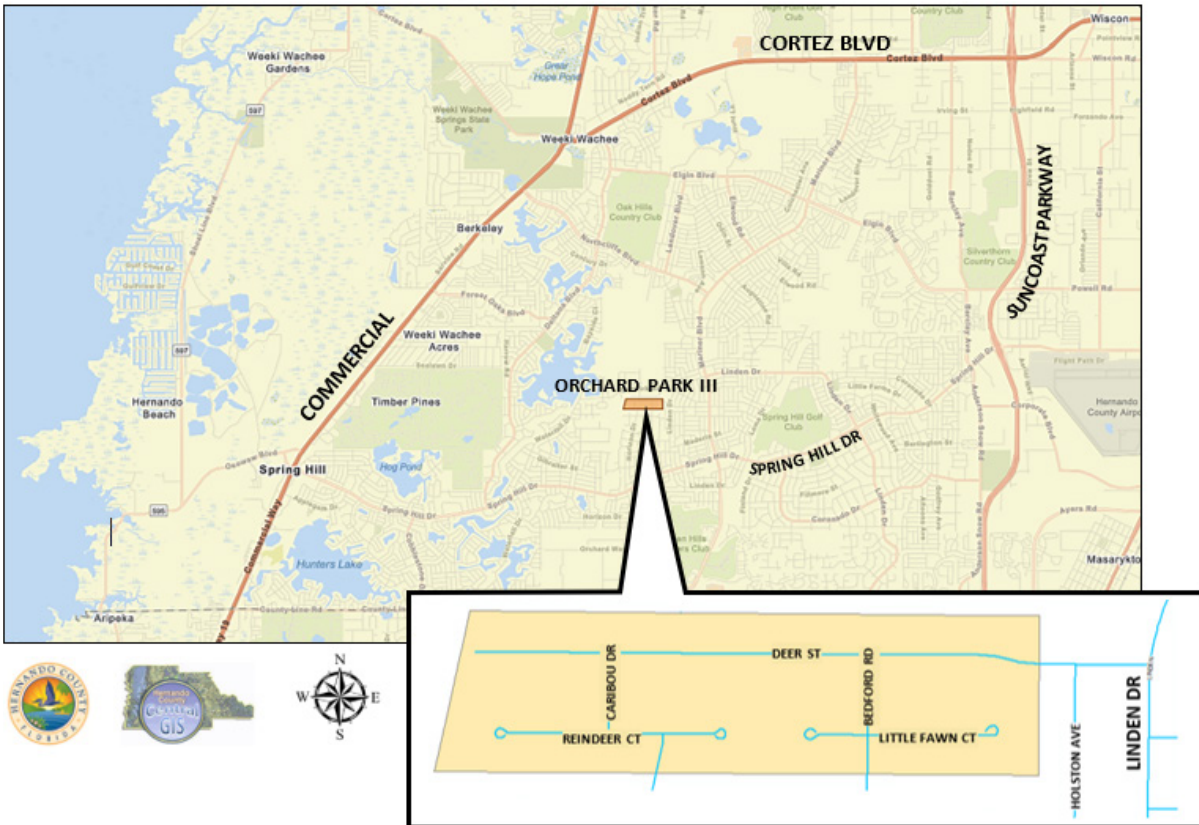
BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY,  
FLORIDA

/s/ \_\_\_\_\_  
DOUGLAS A. CHORVAT, JR., CLERK

By: \_\_\_\_\_  
Heidi Kurppe  
DEPUTY CLERK

Publish: April 28, 2023

### Orchard Park III Multipurpose Municipal Service Benefit Unit



Cost to Publish: 4 col x 8.6" tall @\$3.85 per col in  
\$132.44