BOARD OF SUMTER COUNTY COMMISSIONERS

Chairman - Steve Printz - District 5
Vice Chairman - Garry Breeden - District 4
2nd Vice Chairman - Al Butler - District 1
Doug Gilpin - District 2
Don Burgess - District 3

July 14, 2020
5:00 PM

PLEASE TURN OFF ALL CELL PHONES AND ELECTRONIC DEVICES
ANY PERSON WHO MAY FEEL THE NEED TO APPEAL A BOARD DECISION IS HEREBY NOTIFIED THAT IT WILL BE NECESSARY FOR YOU TO PROVIDE YOUR OWN VERBATIM RECORDING OF THE BOARDS MINUTES OR ANY PORTION THEREOF

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, 7375 Powell Road, Wildwood, FL 34785 (352) 689-4400 at least two days before the meeting.

Meeting Location: Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163)

AGENDA

MEETING IS CALLED TO ORDER BY THE CHAIRMAN
INVOCATION
FLAG SALUTE

1. TIMED ITEMS & PUBLIC HEARINGS

   a. 5:30 PM - Public Hearing Planning and Zoning Special Master Recommendations
      *Quasi Judicial

      1. *R2020-0012 – Thomas and Kerri Herby– Rezoning Three Acres MOL From A10C (Agricultural) to RR2.5 (Rural Residential) to Complete a Lineal Descent Land Transfer –C 476/ Bushnell Area (Planning and Zoning Special Master Recommends Approval).

         Documents:

         Executive Summary_R2020-0012 Herby.pdf
         Resolution R2020-0012- Herby_ADA.pdf
         R2020-0012 PZSM Order.pdf
         R2020-0012 Herby Application_ADA.pdf
         R2020-0012 -Herby - staff report_ADA.pdf

      2. S2020-0002 – Christel Allen– Major Special Use Permit for a Home Occupation Providing Private Training at an On-Site Facility for Dirt Bike Riding–CR 245S/ Oxford Area. Withdrawn by Applicant (For Information Only)

         Documents:

Executive_Summary_S2020-0002 Allen Withdraw.pdf

2. REPORTS AND INPUT

   a. Proclamation Recognizing July 19, 2020 as Pretrial, Probation, and Parole Supervision Week

      Documents:

      Pretrial, Probation, and Parole Supervision Week 2020.pdf

   b. County Administrator

      1. 525E Road Project Documents - Recorded Perpetual Drainage Easement, Right-of-Way Deed, and Owner's Title Policy for F35-008 and F36-0058 (For Information Only)

         Documents:

         Hogan -Easement, ROW Documents for 525E Project.pdf

      2. State of Florida Department of Transportation Public Transportation Grant Agreement (For Information Only)

         Documents:

         PTGA G1O82 Sumter53111cares.pdf
         PT529SJ-G1O82-O001-Dist 05.pdf

   c. County Attorney

      1. Attorney General Opinion Regarding Tattoo Establishments (For Information Only)

         Documents:

         Attorney General Opinion regarding Tattoo Establishments.pdf

      2. Jessica Laube and Robert Hunter Order on Respondents' Motion to Dismiss Amended Petition (For Information Only)

         Documents:

         Order On Motion.pdf

   d. Clerk of Circuit Court

   e. Board Members

   f. Public Forum

3. NEW BUSINESS - ACTION REQUIRED

   a. MINUTES

      1. Minutes of Regular Meeting Held on June 23, 2020 (Staff Recommends Approval).

         Documents:

         6-23-2020 Minutes.pdf

2. Minutes of Special Called Meeting Held on June 30, 2020 (Staff Recommends Approval).

   Documents:

   6-30-2020 Special Called Meeting Minutes.pdf

b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

1. Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163) for Adoption of the Sumter County Fire District MSBU Annual Fire Assessment Rate and Resolution (Staff Recommends Approval).

   Documents:

   Executive Summary_Set Public Hearing Sumter Fire District Assessments.pdf
   2020.21 Proposed Annual Assessment Rate Resolution for Sumter.pdf

2. Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center, 5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163 for the Adoption of The Villages Fire District MSBU Annual Fire Assessment Rate and Resolution (Staff Recommends Approval).

   Documents:

   Executive Summary_Set Public Hearing The Villages Fire District Assessment.pdf
   2020.21 Proposed Annual Assessment Rate Resolution for The Villages.pdf

3. Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center, 5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163 to Consider an Ordinance Amending the Interlocal Service Boundary Agreement with the City of Wildwood – Road and Building Services Sub-Agreements (Staff Recommends Approval).

   Documents:

   Executive Summary to set the public hearing for the Wildwood Sub Agreements Amendments.pdf
   Interlocal Third Amendment and Restatement to the Road SubAgreement Wildwood - Attachment A.pdf
   First Amendment Building Services Agreement - Wildwood.pdf

4. Schedule a Public Hearing to Consider Vacating a Section of Right-Of-Way of C.R. 468 from U.S. Hwy 301 to Warm Springs Avenue, Which Was Conveyed and Transferred from FDOT to the County Sept. 12, 1979 in Road Plat Book 1, Page 26, Public Records of Sumter County, FL, on July 28, 2020 at 5:00 PM Located at Everglades Regioinal Recreation Center, 5497 Marsh Bend Trail, The Villages FL 34785 (Staff Recommends Approval).

   Documents:

   Executive_Summary set hearing.pdf
   Resolution for Warms Springs Vacation cnf (00866172xA281E).pdf
   Resolution - To Set Public Hearing for Consideration to Vacate CR-478 (00853197xA281E).pdf

REVISED EASEMENT EXHIBIT_2019-04-15.pdf

c. APPOINTMENTS

1. Affordable Housing Advisory Committee (AHAC) Vacancies (Board's Option).

   Documents:

   Executive_Summary_Affordable_Housing_Advisory_Committee_(AHAC).pdf
   Ordinance - Housing.pdf

2. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

   Documents:

   Executive_Summary_Construction.pdf
   Ordinance.pdf

3. Public Safety Coordinating Council Vacancies (Board's Option).

   Documents:

   Executive_Summary_Public_Safety.pdf
   Resolution.pdf

4. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

   Documents:

   Executive_Summary_Library Advisory Board.pdf
   Resolution.pdf

5. Tourist Development Council (TDC) Vacancy (Board's Option).

   Documents:

   Executive_Summary_Tourist.pdf
   Ordinance - Tourist development tax.pdf

d. FINANCIAL

1. Inventory Transactions – Disposal and Surplus of Property (Staff Recommends Approval).

   Documents:

   Executive_Summary 7-14.20.pdf

2. Budget Amendment A-20 (Staff Recommends Approval).

   Documents:

   ES A-20.pdf
   A-20.pdf

3. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

Documents:

Executive_Summary_Requisition_Report_7.14.20.pdf

e. CONTRACTS AND AGREEMENTS

1. Award and Enter into Contract with A+ Environmental Restoration, LLC for ITB 023-0-2020/RS Sumter County Canal Cleaning Project (Staff Recommends Approval).

   Documents:

   Executive_Summary_Canal_Cleaning.pdf
   A_Environmental_Restoration_Submittal.pdf
   Canal_Cleanout_Agreement.pdf

2. CARES Act Funding Agreement – State of Florida Division of Emergency Management and Sumter County (Staff Recommends Approval).

   Documents:

   Executive_Summary_Cares Act Funding Agreement.pdf
   Sumter County CARES Act Funding Agreement.pdf
   Sumter CARES Business Assistance Reimbursement Grant Program.pdf
   Sumter CARES Local Government Assistance Reimbursement Grant Program.pdf
   U.S. Department of Treasury - Coronavirus Relief Fund Frequently Asked Questions - 5282020.pdf
   U.S. Department of Treasury - Coronavirus Relief Fund Frequently Asked Questions - 062420.pdf
   U.S (2). Department of Treasury - Coronavirus Relief Fund Guidance for State.pdf
   U.S (3). Department of Treasury - Coronavirus Relief Fund Guidance for State.pdf

3. Change Order 4 is to Increase Contract ITB-051-0-2019/RS, West Wildwood Fire Station #33 by $7,863.00 for Odyssey Global to Provide Material, Equipment, and Labor to Install Access Controls to the Building (Staff Recommends Approval).

   Documents:

   Executive_Summary_CO4 Fire Station 33 A.pdf
   WWFS33-Change Order 04.pdf

4. Contract Amendment #2 Between the Florida Department of Corrections Work Squad #W1145 and the Sumter County Board of County Commissioners (Staff Recommends Approval).

   Documents:

   ES FDOC Work Squad Amendment 2 W1145.pdf
   W1145 Amendment 2 Unexecuted Letter.pdf
   W1145 Amendment 2 Addendum A for sigs.pdf
   W1145 Amendment 2 for sigs.pdf

5. COVID-19 Public Assistance Agreement – State of Florida Division of Emergency Management and Sumter County Board of Commissioners (Staff Recommends Approval).

   Documents:

   COVID_19_Public_ Assistance_Agreement_Executive_Summary.pdf
   Risk_Assessment_Questionnaire.pdf
   Agreement Z2025.pdf
   COVID 19 Funding Agreement Applicant Instructions Combined.pdf

6. Execution of Agreement with Pictometry International Corp. for Property Pictometry in Sumter County (Staff Recommends Approval).

   Documents:

   Executive_Summary_Pictometry_International.pdf
   FL Sumter County_Pictometry Agreement.pdf

7. Execution of the Preliminary Engineering Agreement for the Installation of a Concrete Crossing Surface at CR 472 Between CSX Transportation, Inc. and Sumter County (Staff Recommends Approval).

   Documents:

   Executive_Summary_CR 472.pdf
   CSXT Schedule PA Form_FL2620.pdf
   CSX New Project Initiation Form C 472.pdf
   Revised Construction Agreement.pdf
   FL2620 REV Construction Agreement 20200707..pdf

8. Increase Contract ITB 007-0-2020/RS Sumter County Animal Services Construction Project Change Order #1 by $36,501.00 for Pave Rite to Install a New Waterline and Fire Hydrant (Staff Recommends Approval).

   Documents:

   Executive_Summary_Animal Shelter Water Line and Hydrantfinal.pdf
   Revised CO 1 Water Main and Fire Hydrant 7-1.pdf

9. Postpone the Award and Contract with Traffic Control Devices, Inc. for ITB 022-0-2020/RS Sumter County Advanced Traffic Management System (ATMS) (Staff Recommends Approval).

   Documents:

   Executive_Summary_ITB_022-0-2020.pdf

10. Proposal for Ballistic Hardening of the Security Vestibule at the Sumter County Judicial Building (Staff Recommends Approval).

    Documents:

    Executive_ Summary_Ballistic Hardening of Security Vestibule 01.pdf
    1902.08_Bushnell Courthouse Ballistic Hardening_Proposal.pdf

11. Reduce contract RFQ 017-0-2018/RS, Sumter County Jail Expansion Design-Build Services, ($1,157,445.48) for owner provided purchase orders associated with the owner direct purchase program (ODP) (Staff Recommends Approval).

    Documents:

    ODP Jail Exp_Executive_Summary.pdf
    20.03.31 Owner CO 07.pdf

12. Resolution to Amend Resolution 2018-43 and Second Amendment to the Regionally Significant Road Construction Agreement Between Sumter County, Florida and The Villages Companies (Staff Recommends Approval).

    Documents:

    Executive_Summary_2nd amendment to the regional road agreement.pdf
    Resolution - Regionally Significant Road Construction Agreement (00732434-2xA281E).pdf
    Sumter County Regional Roadway Agreement 2nd Amendment (Villages Executed).pdf

13. State-Funded Grant Agreement Between State of Florida Department of Transportation (FDOT) and Sumter County Board of County Commissioners for the Construction and Construction Engineering Inspection (CEI) Services for The Sumter County Rehabilitation of Morse Boulevard From South of Stillwater Trail to South of O'Dell Circle Project (Staff Recommends Approval).

    Documents:

    Executive_Summary_State Funded Grant Agreement.pdf
    RESOLUTION NO 2020.pdf
    FM 445509-1-54-01 SFGA (SCRAP-GRSC) Sumter Morse Blvd.pdf

14. The Declaration of Restrictive Covenant by and Between Sumter County and the Florida Department of Environmental Protection (Staff Recommends Approval).

    Documents:

    Executive_Summary_Restrictive Covenant SOE rev.pdf
    Restrictive Covenant Declaration.pdf
    Restrictive Covenant NOI for Conditional Closure Memo.pdf
    Restrictive Covenant site map.pdf
    Attachment 9B- Notice to Real Property Owner -Sumter Cnty.pdf

f. GENERAL ITEMS FOR CONSIDERATION

1. Affordable Housing (AH) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

    Documents:

    Executive_Summary.pdf
    Satisfaction_of_Mortgage.pdf

2. Approve the Revisions to the Educational and Certification Increase Schedule (Staff Recommends Approval).

   Documents:

   Executive_Summary Form Educational Increase Schedule 07-14-2020.pdf
   Draft Education Increase Schedule 19-20.pdf

3. Approve the Revisions to the Quality Assurance Technician (Pay Range 23) Job Description and the Equipment Operator (Pay Range 18) Job Description Effective July 14, 2020 (Staff Recommends Approval).

   Documents:

   Executive_Summary Form Job Description revisions 07-14-2020.pdf
   Quality Assurance Technician 20.pdf
   Equipment Operator 20.pdf

4. Cancel RFP 027-0-2020/RS Sumter County Security System Repairs, Maintenance, and Upgrades (For Information Only)

   Documents:

   027-0-2020_RFP_Cancellation_ES.pdf

5. Cancel RFQ 054-0-2019/RS Sumter County Pavement Management Services (For Information Only)

   Documents:

   054-0-2019_RFQ_Cancellation_ES.pdf

6. State of Emergency Declaration Extension Sumter County Board of County Commissioners (Staff Recommends Approval).

   Documents:

   State of Emergency Declaration Extension 20200714.pdf

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: *R2020-0012 – Thomas and Kerri Herby– Rezoning Three Acres MOL From A10C (Agricultural) to RR2.5 (Rural Residential) to Complete a Lineal Descent Land Transfer –C 476/ Bushnell Area (Planning and Zoning Special Master Recommends Approval).

REQUESTED ACTION: **Planning and Zoning Special Master Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept:

BUDGET IMPACT:
FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The applicant is requesting rezone three acres MOL from A10C to RR2.5. This application will complete a lineal transfer between parents and a child. The RR2.5 zoning assignment will allow the landowner to construct a house or install a mobile home on the property.

The Planning and Zoning Special Master held a public hearing on July 6, 2020, and recommended approval.

PZSM Cases:
R2020-0012 Herby***
S2020-0002 Allen

Notified Property Owners:

PIN	Owners_Name
M23-033	GRAVES LINDA J MAUPIN- & CARL
M23-022	SANDERS WILLIAM CARL JR
M23-014	RODRIGUEZ MARTA M & MARTHA E 1
M24-002	SEAY STEPHEN & SHARON
M24-001	PADILLA RUBEN (95% INT) & GALL
M24-018	HERBY SUSAN L & DAVID W &
M24-008	SANDERS WILLIAM CARL JR
M23-053	NEUMAN CHRISTOPHER & KATHLEEN

Prepared by: **Sue Farnsworth** **Grammarly Check** ☒

RESOLUTION NUMBER _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, REZONING PROPERTY LOCATED WITHIN THE UNINCORPORATED LANDS OF THE COUNTY.

WHEREAS, the Board of County Commissioners of Sumter County received a complete and properly funded application for rezoning of property located within the unincorporated lands of Sumter County, and;

WHEREAS, after diligent review and consideration the above referenced rezoning was approved.

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

1. Based on competent substantial evidence presented and considered during a properly noticed quasi judicial hearing, the Board of County Commissioners of Sumter County hereby approves rezoning application R2020-0012 for property as described in the attachment. The land described in application R2020-0012 is hereby rezoned to RR2.5 as the zoning category is described in the Sumter County Land Development Code.

DONE AND RESOLVED THIS 14th DAY OF July 2020,
at _____, Sumter County, Florida.

ATTEST: GLORIA HAYWARD
Clerk of Circuit Court

_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

_____
Steve Printz, Chairman

Attachment

That portion of NW ¼ of Sec 24, Twp 21S, Rng 21E, and any portion of Sec 23, Twp 21S, Rng 21E, Sumter County, Florida, being described as follows: COMMENCE at the NE corner of the NE ¼ of said Sec 23, and run N 89°37'32" W along the North boundary of said Sec 23 a distance of 373.00 ft; thence S 00°05'26" W a distance of 596.64 ft; thence S 89°37'32" E a distance of 732.11 ft; thence S 00°18'14" E a distance of 1371.01 ft to the POB: thence continue S 00°18'14" E a distance of 147.97 ft; thence S 60°53'38" W a distance of 100.00 ft; thence S 29°06'22" W a distance of 125.00 ft to the North ROW line of CR 476 said point also being on a curve concave to the Northwest, said curve having a radius of 1859.86 ft, a chord of 370.07 ft and a chord bearing of S 68°08'38" W: thence Southwesterly along said curve and right-of-way line through a central angle of 11°25'10" a distance of 370.68 ft; thence N 00°05'26" E a distance of 446.00 ft; thence S 89°37'32" E a distance of 368.55 ft to POB.

SUMTER COUNTY
SPECIAL MASTER PROCEEDING

CASE NO.	R2020-0012
APPLICANT:	Thomas and Kerri Herby
REQUESTED ACTION:	Rezone 3 acres MOL from A10C (Agricultural) to RR2.5 (Rural Residential) to complete a lineal descent land transfer.

RECOMMENDATION OF SPECIAL MASTER

On July 6, 2020, Applicant Thomas Herby was present at the hearing before the Special Master requesting to rezone 73 acres MOL from A10C (Agricultural) to RR2.5 (Rural Residential) to complete a lineal descent land transfer. The application site is in an agricultural area with a mixture of homesites and agricultural uses. Adjacent properties are zoned Agricultural (A10C – north, east and west), RR5 (south), and R6C (east).

The RR2.5 zoning district provides for a rural residential atmosphere where families may reside in one (1) conventional or Class A or B mobile home dwelling unit per parcel and grow food and keep livestock for domestic use (LDC 13-422(a)(1)).

This rezoning request affects a 2-acre parcel that was recently created as a lineal descent . land transfer from parents to a child. The transfer and resulting lot meet the requirements of LDC 13-412 (a)(1) *Density and intensity increases-Lineal descendants/ascendants*. This rezoning will complete the process by assigning an appropriate zoning designation to the new parcel.

Pursuant to Sec. Section 13-313 (d) of the Sumter County Land Development Code, the following are the review criteria for LDC and zoning map amendments:

a) Change of conditions, or absence of changed conditions.
b) Community need, or lack of community need.
c) Benefits to the community.
d) The rights of private property owners.

The only evidence presented at the hearing was the staff report, in which staff deemed the application sufficient and consisted with the Sumter County Comprehensive Plan and recommended approval. There was only one public comment in support of lineal descent transfers, and the Applicant did not provide further information.

This lot was recently created as a lineal descent subdivision. Rezoning will reflect the smaller lot size. The rezoning will meet an individual property owner need rather than a community need. The rezoning will benefit the landowner by allowing them to obtain building permits on the property. The rezoning will not impinge on the rights of adjacent property owners.

Therefore, the Special Master recommends Application R2020-0012 for APPROVAL to the Board of County Commissioners at the commission meeting currently scheduled for July 14, 2020.

ORDERED this 7th day of July, 2020.

ZACHARY T. BROOME, ESQ.
Special Master
Florida Bar No. 91331

Board of County Commissioners

Development Services Department

Planning Services Division

7375 Powell Rd., Ste. 115, Wildwood, FL 34785 Phone (352) 689-4400 FAX: (352) 689-4401
Website: http://sumtercountyfl.gov

Project # R2020-0012
Date Rec'd: 5/22/2020
Planner: SVQ

ZSM 7/6/2020 6 pm.
BOCC 7/14/2020 5:30

LAND USE AMENDMENT
AND/OR REZONING APPLICATION

x **Rezoning**

_____ **Land Use Amendment (<10 acres)**
_____ **Land Use Amendment (10 acres or more)**

Applicant Information:

Name of Property Owner(s): Thomas Herby and Kerri Herby

Address: PO Box 152832, Cape Coral, FL 33915

Owner Phone: 239-645-5481 Email: Thomas.Herby@yahoo.com

Name of Agent: NA

Address: _____

Agent Phone: _____ Email: _____

Property Information:

Legal Description of the property (lengthy descriptions may be attached)

See deed

Street Address: _____

Parcels # portion of M24-018 **Current Use:** Ag

Current Future Land Use: Ag **Current Zoning:** A10C

Requested Future Land Use NA **Requested Zoning:** RR2.5

Acreage requested: 3

Reason for the request:

Complete lineal descent transfer

Please Provide:

- [x] **Deed or other proof of ownership**
- NA [ ] **Signed authorization if applicant is not the land owner**
- [x] **Legal description of the area under application. (lengthy or complex legal descriptions may be required in digital/text format)** ON DEED

As the owner/agent, I agree to post the hearing plaques at least seven (7) days prior to the first hearing on the property's road frontage at the corners and at 300-ft intervals between. I understand any action on my application will be governed by Sumter County's Comprehensive Plan and Land Development Code, and my payment of the non-refundable application fee will not guarantee approval.

Under penalties of perjury, I declare the above information that I have given to be true and correct to the best of my knowledge and belief.

Signature 5-22-20 **Date**

Thomas Herby
Print Name

A public hearing before the Zoning Special Master (ZSM) will be scheduled once the application is found to be complete. The hearing will be at 6 P.M. at 510 Colony Blvd., The Villages, FL. Your appearance or authorized representative is required at this hearing. Failure for you or your authorized representative's attendance will cause your application to be handled in accordance with the policy adopted in the Sumter County Land Development Code. Minor Special Use Permits are decided by the ZSM. Conditions of approval may be assigned to assure compatibility with the neighborhood. Hearings may be postponed by the ZSM at his/her discretion.

27.00
.70 doc
3.00 copy
30.70

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202060022093 Date: 05/22/2020 Time: 11:17AM
Page 1 of 3 B: 3761 P: 603 By: ML
Doc Stamp-Deed: 0.70

This instrument prepared by:
Felix M. Adams, Attorney
230 N. Main Street
Bushnell, Florida 33513
352/793-6900

WARRANTY DEED

THIS WARRANTY DEED made this 22nd day of May, 2020, between

GRANTOR(S): **David W. Herby and Susan L. Herby, his wife, Conveying non-Homestead Property**
4130 W C-476
Bushnell, FL 33513

AND

R=7

GRANTEE(S): **Thomas Herby and Kerri Herby, his wife**
Address: **P.O. Box 152832**
Cape Coral, FL 33915

WITNESSETH, That the said Grantor, for and in consideration of the sum of TEN and 00/100 ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to wit:

See attached EXHIBIT A

"THIS CONVEYANCE CREATES A FAMILY EXEMPTION PARCEL WHICH IS SUBJECT TO ALL REGULATION AND RESTRICTIONS AS SET FORTH IN SECTION 13-412(a)(1) OF THE SUMTER COUNTY CODE."

SUBJECT to any declarations, covenants, restrictions, reservations, and easements of record, if any.

TO HAVE AND TO HOLD, the same in fee simple forever; together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, lien, interest, and claim whatsoever of Grantor, either in law or equity, to the proper use, benefit, and behalf of Grantee, and to Grantee's successors, heirs, and assigns, forever; subject to taxes for the current year, if any, and subject to taxes for subsequent years.

GRANTOR does hereby covenants with Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey the land; and that Grantor hereby fully warrants the title to the land and that the Grantor will defend the same against the lawful claims of all persons whomsoever.

THE PREPARER OF THIS DOCUMENT NEITHER WARRANTS THE ACCURACY OF THE DESCRIPTION OF THE PROPERTY NOR THE MARKETABILITY OF TITLE, THE DESCRIPTION HAVING BEEN FURNISHED BY GRANTOR.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202060022093 Date: 05/22/2020 Time: 11:17AM
Page 2 of 3 B: 3761 P: 604 By: ML
Doc Stamp-Deed: 0.70

First Witness

Printed name of First witness

Second Witness

Printed name of Second witness

David W. Herby (SEAL)

Susan L. Herby (SEAL)

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was sworn to and subscribed before me by means of [X] physical presence or [_] online notarization, this 22nd day of May, 2020 by David W. Herby and Susan L. Herby, his wife, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

KIMBERLY A. ADAMS
Commission # GG 921094
Expires October 31, 2023
Bonded Thru Budget Notary Services

EXHIBIT A

That part of Parcel 6, according to Official Records Book 834, Pages 442, 443, and 444, Public Records of Sumter County, Florida, more particularly described as follows:

That portion of NW ¼ of Section 24, Township 21 South, Range 21 East, Sumter County, and any portion of Section 23, Township 21 South, Range 21 East, Sumter County, Florida, being described as follows: COMMENCE at the NE corner of the NE ¼ of said Section 23, also being the same as NW corner of the NW ¼ of said Section 24 and run N 89°37'32" W along the North boundary of said Section 23 a distance of 373.00 feet; thence S 00°05'26" W a distance of 596.64 feet; thence S 89°37'32" E a distance of 732.11 feet; thence S 00°18'14" E a distance of 1371.01 feet to the POINT OF BEGINNING: thence continue S 00°18'14" E a distance of 147.97 feet; thence S 60°53'38" W a distance of 100.00 feet; thence S 29°06'22" W a distance of 125.00 feet to the North right-of-way line of CR 476 said point also being on a curve concave to the Northwest, said curve having a radius of 1859.86 feet, a chord of 370.07 feet and a chord bearing of S 68°08'38" W: thence Southwesterly along said curve and right-of-way line through a central angle of 11°25'10" a distance of 370.68 feet; thence N 00°05'26" E a distance of 446.00 feet; thence S 89°37'32" E a distance of 368.55 feet to POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH a 20 foot wide Easement for ingress and egress described as follows:

A 20.00 foot wide Easement lying along the entire East boundary line and being West of and parallel to said East boundary line and bounded on the North by the North boundary line and bounded on the South by the South boundary line of the following described Parcel of Land:
That portion of Section 23 and Section 24, Township 21 South, Range 21 East, Sumter County, Florida, being described as follows: COMMENCE at the NE corner of NE ¼ of said Section 23, also being the same as NW corner of the NW ¼ of said Section 24 and run N 89°37'32" W along the North boundary of said Section 23 a distance of 373.00 feet, thence S 00°05'26" W a distance of 596.64 feet to the POINT OF BEGINNING; thence S 89°37'32" E a distance of 732.11 feet; thence S 00°18'14" E a distance of 593.43 feet; thence N 89°37'32" W a distance of 736.19 feet; thence N 00°05'26" E a distance of 593.40 feet to the POINT OF BEGINNING.

AND

A 20.00 foot wide Easement lying along the entire East boundary line and being West of and parallel to said East boundary line bounded on the North by the North boundary line and bounded on the South by the North right-of-way line of County Road No. 476 of the following described Parcel of Land:

Parcel 6:
That portion of Section 23 and Section 24, Township 21 South, Range 21 East, Sumter County, Florida, being described as follows: Commence at the NE corner of the NE ¼ of said Section 23, also being the same as the NW corner of the NW ¼ of Section 24, and run N 89°37'32" W along the North boundary of Section 23 373.00 feet, thence S 00°05'26" W 1190.03 feet for a POINT OF BEGINNING, thence S 89°37'32" E 736.19 feet, thence S 00°18'14" E 925.63 feet, thence S 60°53'38" W 100.00 feet, thence S 29°06'22" E 125.00 feet to a point on the North right-of-way line of CR 476, said point also being on a curve concave to the Northwest, said curve having a radius of 1859.86 feet, chord of 458.66 feet and chord bearing of S 69°31'02" W, thence along said curve and right-of-way line 459.83 feet, thence S 76°36'00" W 294.97 feet, thence N 00°05'26" E 1317.15 feet to the POINT OF BEGINNING.

SUMTER COUNTY
REZONING APPLICATION

PLANNING AND ZONING SPECIAL MASTER
July 6, 2020

BOARD OF COUNTY COMMISSIONERS
July 14, 2020

CASE NO.:	R2020-0012
LAND OWNER:	Thomas and Kerri Herby
REQUESTED ACTION:	Rezone 3 acres MOL from A10C (Agricultural) to RR2.5 (Rural Residential) to complete a lineal descent land transfer.
PARCEL NUMBER:	portion of M24-018
LEGAL DESCRIPTION:	That portion of NW ¼ of Sec 24, Twp 21S, Rng 21E, and any portion of Sec 23, Twp 21S, Rng 21E, Sumter County, Florida, being described as follows: COMMENCE at the NE corner of the NE ¼ of said Sec 23, and run N 89°37'32" W along the North boundary of said Sec 23 a distance of 373.00 ft; thence S 00°05'26" W a distance of 596.64 ft; thence S 89°37'32" E a distance of 732.11 ft; thence S 00°18'14" E a distance of 1371.01 ft to the POB: thence continue S 00°18'14" E a distance of 147.97 ft; thence S 60°53'38" W a distance of 100.00 ft; thence S 29°06'22" W a distance of 125.00 ft to the North ROW line of CR 476 said point also being on a curve concave to the Northwest, said curve having a radius of 1859.86 ft, a chord of 370.07 ft and a chord bearing of S 68°08'38" W: thence Southwesterly along said curve and right-of-way line through a central angle of 11°25'10" a distance of 370.68 ft; thence N 00°05'26" E a distance of 446.00 ft; thence S 89°37'32" E a distance of 368.55 ft to POB.

EXISTING ZONING:	A10C
EXISTING USE:	vacant
FUTURE LAND USE:	Agricultural
PARCEL SIZE:	3 acres MOL
LOCATION:	Bushnell area – North side of C 476 W across from SW 39th Dr. (Map 1).

SURROUNDING LAND USE AND ZONING
The application site is in an agricultural area with a mixture of homesites and agricultural uses. Adjacent properties are zoned Agricultural (A10C – north, east and west) ,RR5 (south), and R6C (east) (Map 2).

The RR2.5 zoning district provides for a rural residential atmosphere where families may reside in one (1) conventional or Class A or B mobile home dwelling unit per parcel and grow food and keep livestock for domestic use (LDC 13-422(a)(1)).

CASE SUMMARY
This rezoning request affects a 2-acre parcel that was recently created as a lineal descent . land transfer from parents to a child. The transfer and resulting lot meet the requirements of LDC 13-412 (a)(1) *Density and intensity increases-Lineal descendants/ascendants*. This rezoning will complete the process by assigning an appropriate zoning designation to the new parcel.

The requested rezoning is consistent with the assigned future land use designation and policies of the Unified Comprehensive Plan. The requested rezoning is consistent with the surrounding development pattern and will not change the allowable density or intensity of development.

CASE ANALYSIS:
Section 13-313 (d), *General Administration of Amendment and Permit Applications-Review and Approval Process,* provides for the following review criteria for LDC and zoning map amendments:

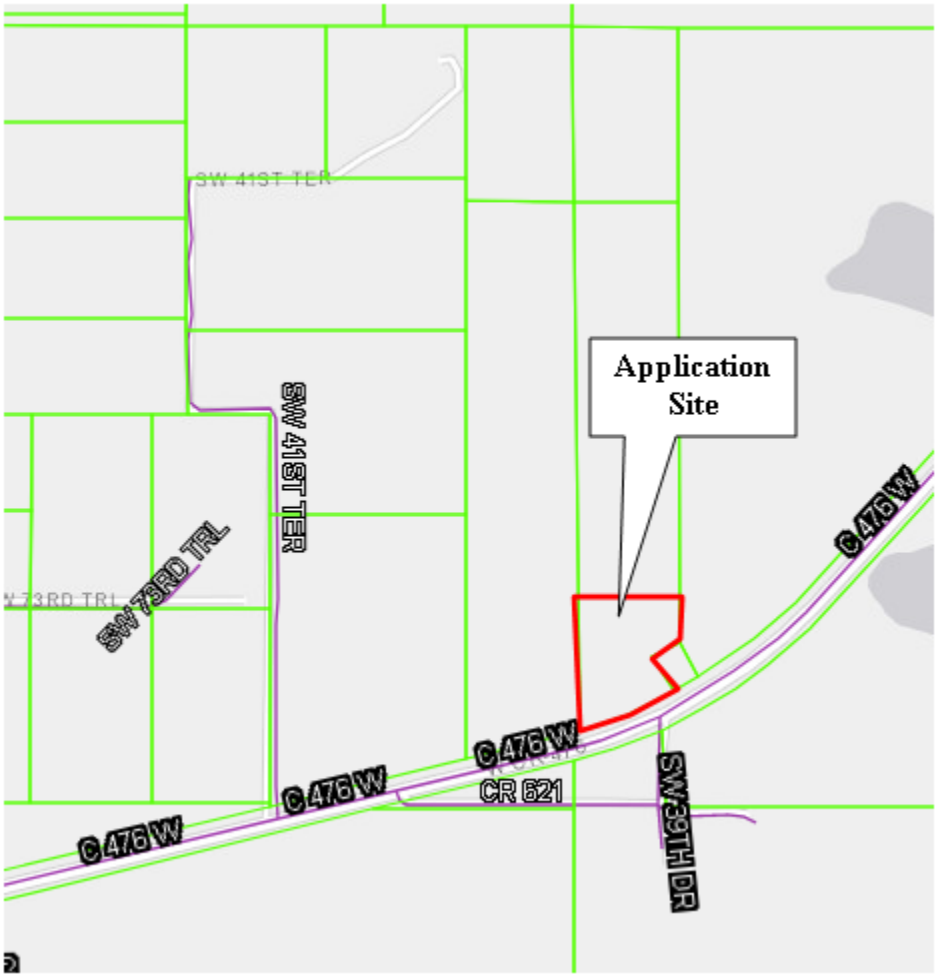
a) Change of conditions, or absence of changed conditions.
   This lot was recently created as a lineal descent subdivision. Rezoning will reflect the smaller lot size.
b) Community need, or lack of community need.
   The rezoning will meet an individual property owner need rather than a community need.
c) Benefits to the community.
   The rezoning will allow a landowner to build a house on property received from their parents..

d) The rights of private property owners.
The rezoning will not impinge on the rights of adjacent property owners.

DEVELOPMENT SERVICES DEPARTMENT STAFF CONCLUSIONS
Staff deemed the application sufficient and in compliance with the minimum requirements of the Sumter County Land Development Code and Comprehensive Plan and recommends approval.

Notices Sent: 8 (Support/no comment) 0 (Oppose) 0

Map 1
General Location of R2020-0012



Map 2
Surrounding Area with Zoning Designations
R2020-0012

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: S2020-0002 – Christel Allen– Major Special Use Permit for a home occupation providing private training at an on-site facility for dirt bike riding.–CR 245S/ Oxford Area. Withdrawn by Applicant.

REQUESTED ACTION: **For Information Only**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept:

BUDGET IMPACT:
FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

This application has been withdrawn by the applicant. The original application was advertised and noticed for final vote at this meeting.

PZSM Cases:
R2020-0012 Herby
S2020-0002 Allen***

Notified Property Owners:

PIN	Owners_Name
C07-029	BAILLY RALPH
C07-045	FERRIS EUGENE E & CARMEN E
C07-053	THOMAS JANET R
C07-010	STOKES THOMAS & ANGELA
C07-006	CLAY C GALE
C07-052	CLAY JOHN E & VANESSA G
C07-004	SANDERS EULA P & TONY L (TIC)
C07-044	WALLACE JOSEPH & SUSAN
C08-022	LYNCH MICHAEL & ALISON
C08-023	CLARK IRENE T & LARRY A
C08-030	DEMPSEY RONALD L & MARIA A
C08-005	PERRY DENIS & ALLEN CHRISTEL (
C08-025	PROBYN RAYMOND
C08-004	BREUSING CURT S TRUSTEE
C08-024	FED NAT'L MTG ASSOCIATION
C08-028	NICHOLSON PAMELA LYNN TTEE

Prepared by: **Sue Farnsworth** **Grammarly Check** ☒

PROCLAMATION

PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safeguarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals advocate community and restorative justice, promote prevention, intervention, and advocacy.

NOW, THEREFORE, the Board of County Commissioners of Sumter County, Florida hereby proclaims:

The Week of July 19-25, 2020, as:

PRETRIAL, PROBATION, AND PAROLE SUPERVISION WEEK

DONE AND PROCLAIMED this 14TH day of July 2020, Sumter County, Florida.

Attest:

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY

_____
Caroline Alrestimawi
Deputy Clerk

_____
Steve Printz
Chairman

THE HOGAN LAW FIRM®

We mean business℠

JUN 29 2020

June 25, 2020

Mr. Bradley Arnold, County Administrator
Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

Re: A Portion of F35-008 and F36-058

Dear Mr. Arnold:

Enclosed please find the originally recorded Perpetual Drainage Easement, Right-of-Way Deed, and Owner's Title Policy for the above-referenced purchase.

If you have any questions, please do not hesitate to contact me. Thank you so much.

Sincerely,

Dawn Marie Richeal, FRP
Florida Registered Paralegal for
CARRIE N. FELICE, ESQ.

Enclosures: As stated above

00864641

Spring Hill Office: 11031 Spring Hill Drive • Spring Hill, Florida 34608 • PH: (352)686-0334 • FX: (352)686-1633
Email: info@hoganlawfirm.com • Website: www.hoganlawfirm.com

OWNER'S POLICY OF TITLE INSURANCE

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By C Monroe President

Attest Daniel Weld Secretary

SERIAL
OF6-8775923

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii)the subdivision of land; or
   (iv)environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) the term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

Old Republic National Title Insurance Company

OWNER'S TITLE INSURANCE POLICY

For information about coverage or assistance in resolving complaints, call (612) 371-1111.

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule A

Policy No.:	Date of Policy:	Agent's File Reference:
OF6-8775923	March 24, 2020 @ 12:20 PM	20-022

Amount of Insurance: $367,985.00 Premium: $1,915.00

Address Reference: , FL

1. Name of Insured: Sumter County, a political subdivision of the State of Florida,

2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 202060012664 in Official Records Book 3727, Page 653, of the Public Records of Sumter County, Florida.

3. Title is vested in: Sumter County, a political subdivision of the State of Florida,

4. The Land referred to in this policy is described as follows:

   BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 35; THENCE, BEARING SOUTH 00°11'22" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1168.18 FEET TO THE POINT OF BEGINNING; THENCE, BEARING SOUTH 89°44'59"
   EAST, A DISTANCE OF 180.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF US HIGHWAY 301; THENCE, BEARING SOUTH 07°09'02" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.13 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF C.R. 525 E; THENCE, BEARING NORTH 89°44'59" WEST, ALONG SAID NORTH RIGHT OF WAY

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: **22497**

Issuing Agent:

The Hogan Law Firm, LLC
11031 Spring Hill Drive
Spring Hill, FL 34608

Carrie N Felice

Agent's Signature
Carrie N. Felice, Esq.
Attorney at Law

LINE, A DISTANCE OF 182.64 FEET TO A POINT; THENCE, BEARING NORTH 89°59'26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1454.06 FEET TO A POINT; THENCE, BEARING NORTH 89°55'33" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 300.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE, BEARING NORTH 22°26'32" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 165.73 FEET TO A POINT; THENCE, LEAVING SAID EAST RIGHT OF WAY LINE, BEARING SOUTH 67°33'28" EAST, A DISTANCE OF 72.50 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1465.00 FEET, A CENTRAL ANGLE OF 22°25'58", A CHORD LENGTH OF 569.93 FEET, A CHORD BEARING OF SOUTH 78°46'27" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 573.59 FEET TO A POINT; THENCE, BEARING SOUTH 89059'26" EAST, A DISTANCE OF 1065.71 FEET TO THE POINT OF BEGINNING.

The land herein described contains 61,609 square feet or 1.41 acres, more or less.

Old Republic National Title Insurance Company

OWNER'S POLICY

Schedule B

Policy No.:
OF6-8775923

Agent's File Reference:
20-022

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2020 and subsequent years.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
3. Easements or claims of easements not recorded in the Public Records.
4. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

44.00

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202060012665 Date: 03/24/2020 Time: 12:20PM
Page 1 of 5 B: 3727 P: 655 By: BO

PREPARED BY AND RETURN TO:

Carrie N. Felice, Esquire
The Hogan Law Firm LLC
11031 Spring Hill Drive
Spring Hill, Florida 34608
352-686-0334
File 20-022
Sumter CR525E
Parcel ID F35-008 and F36-058

[Space Above This Line For Recording Data]

PERPETUAL DRAINAGE EASEMENT

THIS PERPETUAL DRAINAGE EASEMENT made this 27th day of February, 2020, by **SMM DEVELOPMENT PROPERTIES, LLC, a Florida Limited Liability Company**, ("Grantor(s)") whose mailing address is 2500 Industrial Street, Leesburg, Florida 34748, to **SUMTER COUNTY,** a political subdivision of the State of Florida, whose post office address is, 7375 Powell Road, Wildwood, Florida 34785, its successors and assigns, ("Grantee").

WITNESSETH:

WHEREAS Grantor is the fee owner of certain real property situated along CR 525E in Sumter County, Florida which real property is legally described on that certain deed attached as **Exhibit A** hereto ("Grantor's Property"), and which includes a portion of property referred to hereinafter as the "Easement Premises"; and

WHEREAS the parties hereto have determined that it is in their best interest for the Grantor to grant and the Grantee to accept a perpetual drainage easement in and along that portion of Grantor's Property designated herein as the Easement Premises and more specifically described as:

PERPETUAL DRAINAGE EASEMENT
COUNTY ROAD 525E

BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 35; THENCE, BEARING SOUTH 00°11'22" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 453.16 FEET TO A POINT; THENCE, LEAVING SAID EAST LINE OF SECTION 35, BEARING NORTH 89°48'38" WEST, A DISTANCE OF 61.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING SOUTH 21°13'37" EAST, A DISTANCE OF 611.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF US HIGHWAY 301; THENCE, BEARING SOUTH 07°09'02" EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 147.43 FEET TO A POINT; THENCE, BEARING NORTH 89°44'59" WEST, A

DISTANCE OF 30.25 FEET TO A POINT; THENCE, BEARING NORTH 07°09'02" WEST, A DISTANCE OF 139.83 FEET TO A POINT; THENCE, BEARING NORTH 21°13'37" WEST, A DISTANCE OF 264.88 FEET TO A POINT; THENCE, BEARING NORTH 89°59'26" WEST, A DISTANCE OF 517.50 FEET TO A POINT; THENCE, BEARING SOUTH 00°00'22" WEST, A DISTANCE OF 385.00 FEET TO A POINT; THENCE, BEARING NORTH 89°59'26" WEST, A DISTANCE OF 30.00 FEET TO A POINT; THENCE, BEARING NORTH 00°00'22" EAST, A DISTANCE OF 415.00 FEET TO A POINT; THENCE, BEARING SOUTH 89°59'26" EAST, A DISTANCE OF 161.51 FEET TO A POINT; THENCE, BEARING NORTH 00°00'34" EAST, A DISTANCE OF 300.22 FEET TO A POINT; THENCE, BEARING SOUTH 89°59'26" EAST, A DISTANCE OF 289.86 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 145,436 SQUARE FEET OR 3.34 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE

NOW, THEREFORE, the Grantor, for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual drainage easement for the purpose of draining storm water in, over, under, upon and through the Grantor's Property, described on that certain deed attached hereto as Exhibit "A" and incorporated herein by reference, together with the right by Grantee to enter upon the Grantor's Property to maintain the described Easement Premises. The Easement Premises may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the uses or the rights granted herein.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

Carrie N Felice

WITNESS #1

Carrie N. Felice

PRINTED NAME

WITNESS #2

Robert A. Shoemaker III

PRINTED NAME

SMM DEVELOPMENT PROPERTIES, LLC

BY: JIM GINAS, MANAGER MEMBER

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of personal presence, this 27th day of February, 2020, by **JIM GINAS as Manager Member of SMM Development Properties, LLC**, who are personally known to me or who has produced FLDL as identification.

Carrie N Felice
NOTARY PUBLIC

Notary Public State of Florida
Carrie N Felice
My Commission GG 917610
Expires 10/22/2023

Carrie N. Felice
Printed Name

Prepared by and return to: ✓

Rec 9.00
TF 9.50
Doc 12009.90
12028.40

James E. Wade III, P.A.
116 Bushnell Plaza
Bushnell, FL 33513

File Number: **06-128**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **10th** day of **August, 2006** between **Security 1031 Services, Inc., a New York Corporation, as Qualified Intermediary for R.M. Wade, Under Exchange No. EX-06-1476.** whose post office address is , grantor, and **SMM Development Properties, LLC, a Florida Limited Liability Company** whose post office address is **2500 Industrial Street, Leesburg, FL 34748**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Sumter County, Florida** to-wit:

That portion of the Southeast 1/4 of Section 35, Township 19 South, Range 22 East, Sumter County, Florida, lying easterly of the CSX Railroad (Mainline), and lying north of County Road No. 525 E, and lying westerly of the CSX Railroad (Coleman to West Palm Beach Branch - now abandoned);
AND
That portion of the Northwest 1/4 of the Southwest 1/4 of Section 36, Township 19 South, Range 22 East, Sumter County, Florida, lying westerly of U.S. Highway No. 301, and lying westerly of the CSX Railroad (Coleman to West Palm Beach Branch - now abandoned) and lying North of County Road No. 525E.

This property does not constitute the homestead of the Grantor herein nor is it continuous thereto.

Subject to covenants, restrictions and easements of record.

Parcel Identification Number: F35-008 & F36-058

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
DOC $12,009.90
08/11/2006 #2006-27513
01:44:46PM B-1634 P-760

EXHIBIT
A

Signed, sealed and delivered in our presence:

James E. Wade III
Witness Name: James E. Wade III

Jo Polston Tickle
Witness Name: Jo Polston Tickle

R. M. Wade (Seal)
R. M. Wade

State of Florida
County of Sumter

The foregoing instrument was acknowledged before me this 10th day of August, 2006 by R. M. Wade, who [_] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

Jo Polston Tickle
Notary Public

Printed Name: JO POLSTON TICKLE

My Commission Expires: _____

Jo Polston Tickle
MY COMMISSION EXPIRES
December 7, 2006
#DD160115
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

SUMTER COUNTY, FLORIDA
GLORIA HAYWARD, CLERK OF CIRCUIT COURT
DOC $12,009.90
08/11/2006 #2006-27513
01:44:46PM B-1634 P-761

DoubleTimes

18.56

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202060012664 Date: 03/24/2020 Time: 12:20PM
Page 1 of 2 B: 3727 P: 653 By: BO

PREPARED BY AND RETURN TO:

Carrie N. Felice, Esquire
The Hogan Law Firm LLC
11031 Spring Hill Drive
Spring Hill, Florida 34608
352-686-0334
File 20-022
Sumter CR 525E
Parcel ID F35-008 and F36-058

[Space Above This Line For Recording Data]

RIGHT-OF-WAY DEED

Conveyance made as a result of proposed condemnation by Grantee;
Documentary stamps not collectable pursuant to section 12B-4.014, Florida Administrative Code

This Indenture, made this 27th day of **FEBRUARY, 2020** by, **SMM DEVELOPMENT PROPERTIES, LLC**, whose post office address is 2500 Industrial Street, Leesburg, Florida 34748, hereinafter called the "**GRANTOR**", and **SUMTER COUNTY**, a political subdivision of the State of Florida, whose post office address is, 7375 Powell Road, Wildwood, Florida 34785, hereinafter called the "**GRANTEE**".

WITNESSETH, that **GRANTOR**, for and in consideration of the sum of **TEN AND NO/100 DOLLARS ($10.00)** and other good and valuable consideration to **GRANTOR** in hand paid by **GRANTEE**, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the **GRANTEE**, its successors or assigns forever, the following described land, situate, lying and being in **Sumter County, Florida**, to-wit:

RIGHT-OF-WAY (FEE SIMPLE)

BEING A PORTION OF SECTIONS 35 AND 36, TOWNSHIP 19 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST ¼ CORNER OF SAID SECTION 35; THENCE, BEARING SOUTH 00°11'22" WEST, ALONG THE EAST LINE OF SAID SECTION 35, A DISTANCE OF 1168.18 FEET TO THE POINT OF BEGINNING; THENCE, BEARING SOUTH 89°44'59" EAST, A DISTANCE OF 180.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF US HIGHWAY 301; THENCE, BEARING SOUTH 07°09'02" EAST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 15.13 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF C.R. 525 E; THENCE, BEARING NORTH 89°44'59" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 182.64 FEET TO A POINT; THENCE, BEARING NORTH 89°59'26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1454.06 FEET TO A POINT; THENCE, BEARING NORTH 89°55'33" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 300.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE CSX RAILROAD; THENCE, BEARING NORTH 22°26'32" EAST, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 165.73 FEET TO A POINT; THENCE, LEAVING SAID EAST RIGHT OF WAY LINE, BEARING SOUTH

67°33'28" EAST, A DISTANCE OF 72.50 FEET TO A POINT; SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1465.00 FEET, A CENTRAL ANGLE OF 22°25'58", A CHORD LENGTH OF 569.93 FEET, A CHORD BEARING OF SOUTH 78°46'27" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 573.59 FEET TO A POINT; THENCE, BEARING SOUTH 89059'26" EAST, A DISTANCE OF 1065.71 FEET TO THE POINT OF BEGINNING.

The land herein described contains 61,609 square feet or 1.41 acres, more or less.

and **GRANTOR** does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whosoever.

SUBJECT TO restrictions and easements of record.

Wherever the context so admits or requires, the terms "Grantor" and "Grantee" are used for singular and plural, and respectively refer to the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporation.

IN WITNESS WHEREOF, the **GRANTOR** has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

Carrie N Felice
WITNESS #1
Carrie N. Felice
PRINTED NAME

WITNESS #2
Robert A. Shoemaker III
PRINTED NAME

SMM DEVELOPMENT PROPERTIES, LLC

BY: JIM GINAS, MANAGER MEMBER

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of personal presence, this 27th day of February, 2020, by **JIM GINAS as Manager Member of SMM Development Properties, LLC**, who are personally known to me or who has produced FL DL as identification.

Carrie N Felice
NOTARY PUBLIC
Carrie N. Felice
Printed Name

Notary Public State of Florida
Carrie N Felice
My Commission GG 917610
Expires 10/22/2023

DoubleTime®

Gloria Hayward

Clerk of the Circuit Court

Sumter County

215 E McCollum Avenue
Bushnell, FL 33513

Official Records Receipt
Recording

Username: bolson

Changed By: bolson

Receipt#: 202007199

Receipt Date: 03/24/2020

Payee Name: HOGAN LAW FIRM LLC

11031 SPRING HILL DR
SPRING HILL, FL 34608

Escrow Balance:

Escrow Customer:

Instrument(s): 202060012664-DEED, 202060012665-EASEMENT

Details

ADDITIONAL NAMES $1.	$0.00
DEED DOCUMENT STAMP	$0.00
MOD TRUST FUND	$4.50
RECORDING FEES	$30.00
RECORDS TRUST - BOCC	$14.00
RECORDS TRUST - CLK	$13.30
RECORDS TRUST - FACC	$0.70

Receipt Total:	$62.50	
Amount Tendered:	$62.50	
Overage:	$0.00	
Check	$45.50	3451
Check	$17.00	11721
Amount Paid:	$62.50	

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 02/20

Financial Project Number(s): (item-segment-phase-sequence) 447491-5-84-01		Fund(s):	DUCA	FLAIR Category:	088774
		Work Activity Code/Function:	215	Object Code:	780000
		Federal Number/Federal Award Identification Number (FAIN) – Transit only:	1001-2020-13	Org. Code:	55052000531
				Vendor Number:	F596-000-865-007
Contract Number:	G1O82	Federal Award Date:			
CFDA Number:	20.509	Agency DUNS Number:	069673853		
CFDA Title:	Formula Grants for Rural Areas				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into 6/26/2020 | 8:17 AM EDT, by and between the State of Florida, Department of Transportation, ("Department"), and Sumter County Board of County Commissioners, Sumter County Transit, ("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) 341.051(1)(a), 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 Emergency Relief- Operating Assistance of 100% Federal Share of Section 5311 CARES Act funds for Sumter County Board of County Commissioners, Sumter County Transit to serve transit operations in the rural areas of Sumter County Florida. , 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**
   X **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:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   _ *Exhibit B1: Deferred Reimbursement Financial Provisions
   _ *Exhibit B2: Advance Payment Financial Provisions
   _ *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution

X Exhibit E: Program Specific Terms and Conditions
X Exhibit F: Contract Payment Requirements
_ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
X *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
_ *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 December 31, 2022. 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.

9. Project Cost:

a. The estimated total cost of the Project is $1,038,011. 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 $1,038,011 and, the Department's participation in the Project shall not exceed 100.00% 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:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ 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, 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 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 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.

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.

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 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 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 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 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

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 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 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

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

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 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.

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. **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, 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 subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify 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 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, 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 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 Sumter County Board of County Commissioners, Sumter County Transit

DocuSigned by:

By: Bradley Arnold
9D528A94D9D743F...

Name: Bradley Arnold

Title: County Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

DocuSigned by:

By: Loreen Bobo
1EBD7ED7E5924D5...

Name: Loreen Bobo, P.E.

Title: District Five Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

Daniel McDermott

DocuSigned by:

Daniel McDermott
585E81E26BBA45C...

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)): This agreement provides Federal Transit Administration (FTA) Section 5311 Operating Assistance of up to 100 percent to Sumter County Board of County Commissioners, Sumter County Transit, located in Sumter County Florida. This agreement provides funding for public transit operating expenses as identified in Exhibit B of this agreement or as amended. The funding provided through this agreement is being granted through the Coronavirus Aid, Relief, and Economic Security (CARES) Act as signed on March 27, 2020. Funding will be provided at a 100 percent federal share, with no local match required for transit operating expenses generally eligible under the Section 5311 program and other expenses to prevent, prepare for, and respond to COVID-19 as defined in Title XII of Division B of the CARES Act.

B. Project Location (limits, city, county, map): Sumter County Board of County Commissioners, Sumter County Transit/Wildwood, FL/Sumter

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Sumter County Board of County Commissioners, Sumter County Transit will provide public transportation services in the rural areas of the agency's jurisdiction. The services performed will be in accordance with the FTA Circular 9040.1G - Formula Grants for Rural Areas and the provisions of this agreement. Operating expenses incurred on or after January 20, 2020 for Sumter County Transit are eligible, including operating expenses to maintain transit service as well as administrative leave for transit personnel due to reduced operations during the COVID-19 pandemic.

D. Deliverable(s): Sumter County Board of County Commissioners, Sumter County Transit will provide public transportation services and submit to the Department quantified trip data as documentation of the services provided in the rural areas of Sumter County. This trip data will be reported in the Project Monitoring Status Reports (FDOT Form 725-030-32) to be submitted with each invoice.

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): Per FTA Circular 9040.1G - Formula Grants for Rural Areas and Title XII of Division B of the CARES Act.

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.

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 02/20

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
447491-5-84-01	DUCA	088774	2020	780000	20.509	Formula Grants for Rural Areas	$1,038,011
		Total Financial Assistance					$1,038,011

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories ***Operations (Transit Only)*** *	**State**	**Local**	**Federal**	**Total**
Salaries	$0	$0	$0	$0
Fringe Benefits	$0	$0	$0	$0
Contractual Services	$0	$0	$1,038,011	$1,038,011
Travel	$0	$0	$0	$0
Other Direct Costs	$0	$0	$0	$0
Indirect Costs	$0	$0	$0	$0
Totals	***$0***	***$0***	***$1,038,011***	***$1,038,011***

* 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
_X_ Quarterly
___ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

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.

Jo Santiago
Department Grant Manager Name

DocuSigned by:
Jo Santiago
4E2E31084E5B432...
Signature

6/23/2020 | 11:26 AM EDT
Date

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Resolution Number: 2020-27

Sumter County Resolution

A RESOLUTION of the ***Sumter County Board of County Commissioners*** authorizing the signing and submission of a grant request and supporting documents and assurances to the Florida Department of Transportation, the acceptance of a grant award from the Florida Department of Transportation, and the purchase of vehicles and/or equipment and/or expenditure of grant funds pursuant to a grant award.

WHEREAS, the ***Sumter County Board of County Commissioners*** has the authority to apply for and accept grants and make purchases and/or expend funds pursuant to grant awards made by the Florida Department of Transportation as authorized by Chapter 341, Florida Statutes and/or by the Federal Transit Administration Act of 1964, as amended;

NOW, THEREFORE, BE IT RESOLVED by the ***Sumter County Board of County Commissioners*, FLORIDA**:

This Resolution applies to the FFY 2020 CARES Act allocation under U.S.C. Section 5311.

The submission of a grant application(s), supporting documents, and assurances to the Florida Department of Transportation is approved.

Bradley Arnold, County Administrator is authorized to sign the application, accept a grant award, execute contract amendments, purchase vehicles/equipment and/or expend grant funds pursuant to a grant award, unless specifically rescinded.

DULY PASSED AND ADOPTED THIS ***26th day of May*, 2020**

By

Signature, Chairperson of the Board [blue ink]

Steve Printz, Chairman

Typed Name and Title

ATTEST:

Seal

BOARD OF COUNTY COMMISSIONERS SEAL SUMTER COUNTY FLORIDA

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT

(Section 5311: Formula Grants for Rural Areas)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

The Agency, as the "subrecipient", shall comply with the following requirements:

1. **Conformance with Enabling Legislation.** This Agreement is in conformance with Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. 5311) and Section 341.051(1)(a), F.S.

2. **Prevention Programs.** The Section 5311 subrecipient shall establish and implement anti-drug and alcohol misuse prevention programs in accordance with the terms of 49 CFR 655, 49 U.S.C. 5331, and 49 CFR 40.

3. **Adherence to Certifications and Assurances.** The Section 5311 subrecipient shall ensure adherence with all federally required certifications and assurances made in its application to the Department for Section 5311 funds.

4. **FTA Compliance.** The Section 5311 subrecipient shall at all times comply with all applicable Federal Transit Administration ("FTA") regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. Failure to comply shall constitute a material breach of this contract.

5. **Charter Operation.** The Section 5311 subrecipient agrees to comply with 49 U.S.C. 5323(d), (r) and 49 CFR 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

6. **Exclusive Operation.** Pursuant to 69 U.S.C. 5323(f) and 49 CFR 605, the Section 5311 subrecipient of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, subrecipients may not use federally funded equipment, vehicles, or facilities.

7. **Buy America.** The Section 5311 subrecipient agrees to comply with Buy America requirements outlined in 49 U.S.C. 5323(j) and 49 CFR 661, if using the funds granted under this Agreement for rolling stock purchases. The recipient also agrees to comply with the pre-award and post delivery requirements outlined in 49 CFR 661.12.

8. **Water Pollution Control.** The Section 5311 subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, codified at 33 U.S.C. 1251 et seq., as amended, if the agreement exceeds $100,000.

9. **Anti-Lobbying.** The Section 5311 subrecipient agrees to comply with the requirements pursuant to Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352(b)(5).

10. **Bonding Requirements.** If this Agreement is for a construction Project over $150,000 the recipient must adhere to FTA's bonding requirements as outlined in the Best Practices Procurement Manual.

11. **Clean Air Act.** The 5311 subrecipient agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., as amended, if this Agreement exceeds

$150,000.

12. **Resource Conservation and Recovery Act (RCRA).** The 5311 subrecipient agrees to comply with all the requirement of Section 6002 of the Resource Conservation and Recovery Act (RCRA), 49 U.S.C. 6962, as amended, including but not limited to the regulatory provisions of 40 CFR 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

13. **Davis-Bacon and Copeland Anti-kickback.** The 5311 subrecipient agrees to comply with the Davis-Bacon and Copeland Anti-kickback Acts as codified at 40 U.S.C. 3141 et seq. and 18 U.S.C. 874 for any agreement exceeding $2,000.

14. **Contract Work Hours and Safety Standards.** For any contract over $2,000 the 5311 subrecipient agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq.

15. **Transit Employee Protective Agreements.** The 5311 subrecipient agrees to comply with the Transit Employee Protective Agreements as codified in 49 U.S.C. 5333 and 29 CFR 215.

16. **Compliance with FTA Terms and Conditions.** The 5311 subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department requests which would cause the 5311 subrecipient to be in violation of the FTA terms and conditions.

17. **Annual Safety Certification.** 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 stating that the Agency has adopted and is complying with its adopted System Safety and Security Program Plan, and has performed annual safety inspections of all buses operated.

18. **Budget/cost analysis.** The Agency will assist the Department by providing accurate information for the Department to create a budget/cost analysis in accordance with Section 216.3475, F.S.

19. **Non-urbanized area.** The Agency will provide the methodology for determining the non-urbanized area portion of their service prior to submitting the first invoice. The Agency will submit an updated methodology once per year.

20. **Attorney certification.** The Agency will submit an attorney certification prior to submitting the first invoice and once yearly thereafter for goods or services procured under this Agreement in accordance with Chapter 287, F.S.

21. **Public Body Non-CTC Recipients.** An Agency may receive 5311 funds when the Community Transportation Coordinator in the county is a private-for-profit entity. When the Agency accepts the 5311 funding, enters into a contract/PTGA with the Department, and the contracts with the Community Transportation Coordinator to provide rural general public transportation in the same service area in which the Community Transportation Coordinator is providing non-sponsored trips for the Commission for the Transportation Disadvantaged, then the non-sponsored human service transportation grant funds will be considered as eligible match for the 5311 funds. The Agency will be responsible for ensuring that the Community Transportation Coordinator meets all the requirements associated with the federal funds. The Agency will be responsible for ensuring that all dollars provided as match were for public transportation eligible trips. The Agency must keep financial records that substantiate the eligibility for the match being provided and make that documentation available to the Department on request.

22. **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.

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This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.

-- End of Exhibit E --

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.

EXHIBIT H

AUDIT REQUIREMENTS FOR AWARDS OF FEDERAL FINANCIAL ASSISTANCE

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.509
CFDA Title: Formula Grants for Rural Areas

***Award Amount:** $1,038,011
Awarding Agency: Florida Department of Transportation
Indirect Cost Rate:
****Award is for R&D:** No

*The federal award amount may change with amendments
**Research and Development as defined at 2 CFR §200.87

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING AUDIT REQUIREMENTS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
www.ecfr.gov

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse.xhtml

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse.xhtml

MAP-21 – Moving Ahead for Progress in the 21st Century, P.L. 112-141
www.dot.gov/map21

Federal Highway Administration – Florida Division
www.fhwa.dot.gov/fldiv

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

To: Jo.Santiago@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1O82

6/22/2020

CONTRACT INFORMATION

Contract:	G1O82
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	SUMTER COUNTY BOCC
Vendor ID:	F596000865007
Beginning Date of This Agreement:	06/19/2020
Ending Date of This Agreement:	12/31/2022
Contract Total/Budgetary Ceiling:	ct = $1,038,011.00
Description:	provides FTA Section 5311 CARES act emergency relief funds to provide transportation the rural areas of Sumter county.

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 6/22/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55052000531
Expansion Option:	A8
Object Code:	780000
Amount:	$1,038,011.00
Financial Project:	44749158401
Work Activity (FCT):	215
CFDA:	20.509
Fiscal Year:	2020
Budget Entity:	55100100
Category/Category Year:	088774/20
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,038,011.00

STATE OF FLORIDA

ASHLEY MOODY
ATTORNEY GENERAL

June 5, 2020

Jennifer C. Rey
For the firm as Sumter County Attorney
20 South Broad Street
Brooksville, Florida 34601

Dear Ms. Rey:

This office has received your letter on behalf of the Sumter County Board of County Commissioners requesting an Attorney General opinion addressing whether a tattoo establishment is a business or establishment that offers "bodywork services for compensation" for purposes of enforcing the signage requirements contained in section 787.29(3)(b), Florida Statutes. That statute provides, in pertinent part:

> 787.29. Human trafficking public awareness signs
>
> * * *
>
> (3) The employer at each of the following establishments shall display a public awareness sign developed under subsection (4) in a conspicuous location that is clearly visible to the public and employees of the establishment:
>
> * * *
>
> (b) A business or establishment that offers massage or bodywork services for compensation that is not owned by a health care practitioner regulated pursuant to chapter 456 and defined in s. 456.001.
>
> * * *
>
> (5) The county commission may adopt an ordinance to enforce subsection (3). A violation of subsection (3) is a noncriminal violation and punishable by a fine only as provided in s. 775.083.

In turn, section 456.001(4), Florida Statutes, defines "health care practitioner" as "any person licensed under chapter 457; chapter 458; chapter 459; chapter 460; chapter 461; chapter 462; chapter 463; chapter 464; chapter 465; chapter 466; chapter 467; part I, part II, part III, part V, part X, part XIII, or part XIV of chapter 468; chapter 478; chapter 480; part II or part III of chapter 483; chapter 484; chapter 486; chapter 490; or chapter 491."[1] Based on the plain and ordinary meaning of "bodywork," which is compatible with concepts reflected in certain licensing statutes referenced in section 787.29, the answer to your question is "No."

---

[1] Of particular note here, Massage Practice is regulated under chapter 480, and Acupuncture is regulated under chapter 457.

PL-01, The Capitol, Tallahassee, Florida 32399-1050, Telephone (850) 414-3300 Fax (850) 487-2564

Background Facts

You state that, on August 10, 2019, as authorized by section 787.29(5), Florida Statutes, Sumter County adopted Ordinance No. 2019-20, implementing the human trafficking public awareness signage requirements specified in the statute. In the ordinance, the phrase "bodywork services" is defined to mean "services involving therapeutic touching or manipulation of the body using specialized techniques consistent with F.S. § 787.29, as may be amended."[2] "Massage services" is defined to mean "the manipulation of the soft tissues of the human body with the hand, foot, arm, or elbow, whether or not such manipulation is aided by hydrotherapy, including colonic irrigation, or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation as provided for and consistent with the terms as defined in F.S. ch. 787.29, as may be amended."[3] And "business or establishment" is defined to mean "any place of business or any club, organization, person, firm, corporation or partnership, wherein massage or bodywork services are provided" that "is not owned by a health care profession regulated pursuant [to] F.S. Ch. 456, and defined in F.S. § 456.001, as may be amended."[4]

You further indicate that a question has arisen regarding whether a tattoo establishment constitutes a business or establishment offering "bodywork services" for compensation within the meaning of section 787.29 (and the County's ordinance implementing that provision).[5] As you observed in your letter, "bodywork" is not a specifically defined term in the statute.

Analysis

Where a word is not statutorily defined, it must be given its "plain and ordinary meaning,"[6] which "may be derived from dictionaries."[7] The Merriam-Webster Dictionary defines "bodywork," in pertinent part, to mean "therapeutic touching or manipulation of the body by using specialized techniques." This dictionary definition is consistent with concepts found elsewhere in Florida administrative regulations relating to the licensure of certain therapeutic massage practitioners, such as acupuncturists and massage therapists.[8]

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[2] Sumter County Code of Ordinances, art. II, § 14-16.

[3] This description is consistent with the definition of "massage" found in section 480.033(3), Florida Statutes.

[4] *Id.*

[5] Questions requiring an interpretation of local codes or ordinances are left for resolution by the attorney for the local government. *See* Requesting an Attorney General Opinion, IV. When Opinions Will Not Be Issued (available at http://myfloridalegal.com/pages.nsf/Main/DD177569F8FB0F1A85256CC6007B70AD).

[6] *Metro. Cas. Ins. Co. v. Tepper*, 2 So. 3d 209, 214 (Fla. 2009).

[7] *State v. Peraza*, 259 So. 3d 728, 731 (Fla. 2018).

[8] *See* Fla.Admin.Code Rule 64B1-4.005 (defining "oriental massage" as including "all forms of oriental bodywork including acupressure, amma, anmo, guasha, hara, niusha, reiki, reflexology, shiatsu, tuina, traction and counter traction, vibration, and other neuro-muscular, physical and physio-therapeutic techniques used in acupuncture and oriental medicine for the promotion, maintenance, and restoration of health and the prevention of disease").

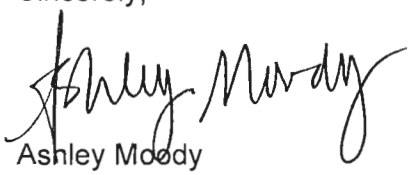
The dictionary meaning of "bodywork" also comports with the definition of massage contained in section 480.033(3), Florida Statutes. There, "massage" is defined as "the manipulation of the soft tissues of the human body with the hand, foot, arm, or elbow, whether or not such manipulation is aided by hydrotherapy, including colonic irrigation, or thermal therapy; any electrical or mechanical device; or the application to the human body of a chemical or herbal preparation."[9]

To the extent that the word "bodywork" might potentially be construed to comprise a broader range of services, applicable rules of statutory construction instruct otherwise. The operative statutory language requires the employer of a "business or establishment that offers *massage or bodywork* services for compensation that is not owned by a health care practitioner" to display a human trafficking public awareness sign in a conspicuous location.[10] Thus, this statutory provision conjoins an arguably more narrow concept, "massage," with the potentially broader concept, "bodywork," by use of the disjunctive "or." "[I]n its elementary sense the word 'or' is a disjunctive participle that marks an alternative generally corresponding to 'either' as 'either this or that'; a connective that marks an alternative." *Rudd v. State ex rel. Christian*, 310 So. 2d 295, 298 (Fla.1975) (citations omitted). Here, construing "bodywork services" to be an alternative analogous to "massage services" is consistent with the plain meaning of bodywork reflected in the dictionary: the "therapeutic touching or manipulation of the body."

Tattooing, in contrast, is not accomplished solely by touching or manipulating soft tissues. Instead, it involves creating "a mark or design...on or under the skin of a human being by a process of piercing and ingraining a pigment, dye, or ink in the skin."[11] Whereas, the licensing statutes regulating massage therapists and acupuncturists (chapters 480 and 457, respectively) are specifically referenced in section 456.001—which, in turn, is incorporated in the exception provisions of section 787.29—the licensing statute regulating tattoo artists (chapter 381) is not. All these considerations lead to a conclusion that tattooing is not a part of "bodywork services," as that term is used in section 787.29, Florida Statutes.

Based on the foregoing, it would appear that a tattoo establishment is not a business or establishment that offers "bodywork services for compensation" for purposes of enforcing the signage requirements contained in section 787.29(3)(b), Florida Statutes. I trust that these informal comments will be useful to you.

Sincerely,



Ashley Moody
Attorney General

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[9] *See* Fla. Admin. Code R. 64B7-25.001 (establishing licensure examination requirements for Massage Therapists, and reinforcing the interrelatedness of therapeutic "massage" and "bodywork" by approving, in pertinent part, the "National Certification Board for Therapeutic Massage and Bodywork Examination" and the "National Exam for State Licensure option administered by the National Certification Board for Therapeutic Massage and Bodywork").

[10] § 787.29 (3)(b), Fla. Stat. (emphasis added).

[11] Fla. Stat. § 381.00771(6), Fla. Stat.

Filing # 109198945 E-Filed 06/22/2020 12:59:31 PM

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT IN AND FOR SUMTER COUNTY, FLORIDA

Case No. : 2019-CA-500

JESSICA LAUBE and ROBERT HUNTER,

Petitioners,

vs.

VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT; ET AL.,

Respondents.

_____/

ORDER ON RESPONDENTS' MOTION TO DISMISS AMENDED PETITION FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF WITH PREJUDICE, MOTION TO STRIKE

AND

ORDER ON RESPONDENT'S MOTION TO DISMISS AMENDED PETITION FOR DECLARATORY RELIEF AND INJUNCTIVE RELIEF

THIS COURT having considered Respondents', Village Center Community Development District, Sumter Landing Community Development District (SLDD) and Village Community Development District 10 (hereinafter "Districts")'s Motion to Dismiss Amended Petition for Declaratory Judgment and Injunctive Relief with Prejudice, Motion to Strike and Memorandum of Law in Support, filed on May 8, 2020; Respondent Sumter County Board of County Commissioners' Motion to Dismiss Amended Petition for Declaratory Relief and Injunctive Relief and Memorandum of Law in Support Thereof, filed on May 11, 2020; Petitioners' Motions in Opposition to Motion to Dismiss, filed on May 27, 2020; and having reviewed the record in this case, finds as follows:

A. Petitioners' Amended Petition for Declaratory Judgment and Injunctive Relief, filed on April 29, 2020, requests a declaration of the parties responsible for ensuring Tract A is used in a manner compliant with all applicable law, including prohibiting public access to Tract A and a permanent injunction prohibiting Respondents from allowing public access to Tract A.

Petitioners attached multiple exhibits associated with the development of a portion of The Villages, including Exhibit A consisting of 296 pages and Composite Exhibit E consisting of 1111 pages.

B. Respondents assert Petitioners failed to assert a cause of action; failed to exhaust administrative remedies; Petitioners' claims are time barred; and the Exhibits are overly burdensome. Respondent Districts note that Petitioners have not demanded a jury trial in the Amended Petition as they did in the original Petition, and they request any demand for jury trial be stricken.

C. Florida law is well-settled that the trial court's standard of review regarding a motion to dismiss is as follows:

> The purpose of a motion to dismiss is to request the trial court to determine whether the complaint properly states a cause of action upon which relief can be granted and, if it does not, to enter an order of dismissal. The trial court must confine its review to the four corners of the complaint, draw all inferences in favor of the pleader, and accept as true all well-pleaded allegations. It is not for the court to speculate whether the allegations are true or whether the pleader has the ability to prove them. The question for the trial court to decide is simply whether, assuming all the allegations in the complaint to be true, the plaintiff would be entitled to the relief requested.

Huet v. Mike Shad Ford, Inc., 915 So.2d 723, 725 (Fla. 5th DCA 2005)

Thus, this Court must confine its gaze to the four corners of the Complaint, "accept as true" the Plaintiff's allegations, and determine whether the Plaintiff has properly alleged a valid cause of action against the Defendant.

D. The party seeking a declaratory judgment must have such a present interest in the subject matter that he or she will be directly affected by the declaration sought. Branca v. City of Miramar, 634 So. 2d 604 (Fla. 1994). The elements of an action seeking a declaratory judgment require the plaintiff to show there is [1] a bona fide adverse interest between the parties concerning a power, privilege, immunity or right of the plaintiff; [2] the

plaintiff's doubt about the existence or non-existence of his rights or privileges; and [3] that he is entitled to have the doubt removed. See Grove Isle Ass'n, Inc. v. Grove Isle Associates, LLLP, 137 So. 3d 1081 (Fla. 3d DCA 2014).

E. A pleading or complaint seeking injunctive relief must allege every necessary fact clearly, definitely, and unequivocally. See Polk County v. Mitchell, 931 So.2d 922 (Fla. 2d DCA 2006). The essential elements for injunctive relief are (1) an equitable ground, such as the necessity of restraining irreparable injury; (2) a clear legal or equitable right in favor of the party seeking the injunction; (3) an inadequate remedy at law; and (4) considerations of public interest. See Fla. R. Civ. P. 1.610; Charlotte County v. Grant Medical Transp., Inc., 68 So.3d 920 (Fla. 2d DCA 2011).

F. Petitioners' Amended Petition for Declaratory Judgment and Injunctive Relief is vague, conclusory, and unduly burdensome. Petitioners failed to specifically allege the adverse interests between Petitioners and Respondents, including specific citation to a document or the portion of a document providing Petitioners a right to a prohibition of public access to Tract A. Petitioners failed to specifically allege the actions or non-actions of each Respondent entitling Petitioners to equitable relief. Petitioners' attachment of roughly 1400 pages of documents is unduly burdensome. In addition, Petitioners failed to allege exhaustion of administrative remedies, if applicable.

Based upon the foregoing, it is hereby

ORDERED and ADJUDGED as follows:

1. Respondents, Village Center Community Development District, Sumter Landing Community Development District (SLDD) and Village Community Development District 10 (The Districts)'s Motion to Dismiss Amended Petition for Declaratory Judgment and Injunctive Relief with Prejudice is hereby GRANTED in PART.

2. Respondent Sumter County Board of County Commissioners' Motion to Dismiss Amended Petition for Declaratory Relief and Injunctive Relief is hereby GRANTED.

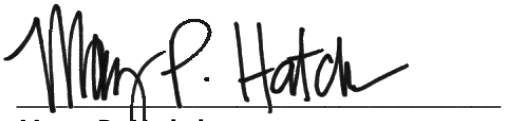
3. Petitioners' Amended Petition for Declaratory Judgment and Injunctive Relief is hereby DISMISSED without PREJUDICE.

4. Respondents Village Center Community Development District, Sumter Landing Community Development District (SLDD) and Village Community Development District 10 (The Districts)'s Motion to Strike is DENIED as MOOT.

5. Petitioners have twenty (20) days from the date of this order to serve and file a Second Amended Complaint that sufficiently asserts a cause of action and comports with Florida substantive law and the Florida Rules of Civil Procedure.

6. In the event the Second Amended Complaint is not filed within the time allowed or the Second Amended Petition fails to assert a cause of action, the Second Amended Complaint may be DISMISSED with PREJUDICE.

DONE AND ORDERED in Chambers, at Bushnell, Sumter County, Florida, on this 22nd day of June 2020.



Mary P. Hatcher
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the foregoing has been furnished to the following by E-Service through the Florida Courts E-Portal on this 22nd day of June 2020.

Susan Shaw
Judicial Assistant

Jerry L. Sessions, II, Esquire
The Sessions Law Firm
Counsel for Petitioners

S. David Cooper, Esquire
Cooper Law, P.A.
Counsel for Petitioners

Jennifer C. Rev, Esquire
The Hogan Law Firm
Counsel for Respondent Sumter County Board of County Commissioners

Stephanie J. Brionez, Esquire
Brionez + Brionez, P.A.
Counsel for Respondents Sumter Landing Community Development District; Village Community Development District 10; Village Center Community Development District

DRAFT

The Board of Sumter County Commissioners (BOCC/Board) convened in regular session on Tuesday, June 23, 2020, at The Everglades Regional Recreation Center in The Villages, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1; Doug Gilpin, District No. 2; Don Burgess, District No. 3; Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; Bill Kleinsorge, Finance Director; Caroline Alrestimawi, Deputy Clerk; and Carrie Felice of The Hogan Law Firm, Attorneys for the Board. Commissioner Printz called the meeting to order at 5:00 p.m. with the invocation given by Commissioner Burgess followed by the flag salute led by Commissioner Butler. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. TIMED ITEMS & PUBLIC HEARINGS

a. 5:00 PM - Public Hearing SS2020-0004 – Yolanda and Reyes Duran– Small Scale Comprehensive Plan Amendment on 1 Acre MOL From Agricultural to Rural Residential Consistent with the Provisions of the Wildwood Joint Planning Area Agreement – NE 56th Dr/Wildwood Area (Planning and Zoning Special Master Recommends Approval).

This item was presented by Karl Holley, Development Services Director. The applicant is requesting a small-scale comprehensive plan map amendment on one acre MOL from Agricultural to Rural Residential. This request is consistent with the Wildwood Joint Planning Area Agreement land use policies. There were 35 notices sent with zero returned. The Planning and Zoning Special Master held a public hearing on June 15, 2020, and recommended approval.

PUBLIC - There was no input from the public.

6-23-20-1-a

Commissioner Gilpin moved, with a second by Commissioner Breeden, to Approve SS2020-0004 application by Yolanda and Reyes Duran for a Small Scale Comprehensive Plan Amendment on 1 acre MOL From Agricultural to Rural Residential, consistent with the provisions of the Wildwood Joint Planning Area Agreement and adopt the related Ordinance (2020-06). The motion carried unanimously 5 – 0.

b. 5:00 PM - Public Hearing to Consider Adoption of an Ordinance Amending the Boundaries of The Villages Community Development District No. 9 (Staff Recommends Approval).

This item was presented by Karl Holley, Development Services Director. The Villages DRI presently consists of ten residential Community Development Districts (CDD) created by the BOCC pursuant to Chapter 190, Florida Statutes.

The Board of Supervisors of The Villages CDD No. 9 has adopted a resolution requesting the BOCC to expand the boundaries of the CDD by approximately 11.1 acres. The City of Wildwood approved the expansion of the CDD within their corporate limits on 6/8/2020.

PUBLIC - There was no input from the public.

6-23-20-1-b

Commissioner Butler moved, with a second by Commissioner Breeden, to Approve the adoption of an Ordinance (2020-07), amending the boundaries of The Villages Community Development District No. 9. The motion carried unanimously 5 – 0.

c. 5:00 PM - Consideration of Amendment to Section 6-22 of the Sumter County Code of Ordinances to Provide for Greater Flexibility in the Scheduling and Location of Construction Industry Licensing Board Meetings (Staff Recommends Approval).

This item was presented by Karl Holley, Development Services Director. Section 6-22 of the Sumter County Code of Ordinances currently provides that the Construction Industry Licensing Board meetings be held at 6:00 p.m. This restriction is often an obstacle to achieving a quorum and meeting the needs of contractors and the public due to difficulty coordinating schedules. The proposed amendment removes this standard from the Code. The Construction Industry Licensing Board is aware of the changes.

PUBLIC - There was no input from the public.

6-23-20-1-c

Commissioner Gilpin moved, with a second by Commissioner Burgess, to Approve an amendment to Section 6-22 of the Sumter County Code of Ordinances to Provide for Greater Flexibility in the Scheduling and Location of Construction Industry Licensing Board Meetings and adopt the related Ordinance (2020-08). The motion carried unanimously 5 – 0.

2. REPORTS AND INPUT

a. Proclamation Recognizing June 27th, 2020 as Honor Guards Day

6-23-20-2-a

b. County Administrator

Bradley Arnold, County Administrator, provided a COVID-19 update. Sumter County has a total of 296 positive cases with 250 of those cases removed from the

isolation list. Currently, two individuals are hospitalized but neither are on ventilators. There are 17 total deaths with an average of five to six positives per day. The last item on the agenda is the Extension of the Local State of Emergency for an additional seven days. Item E10 under Contracts and Agreements is related to a request from the State to host a generator to be used to support nursing homes, as needed. This is in response to COVID-19, as well as preparation for hurricane season. The CARES Act Funding Agreement will be brought before the Board at the 7/14/2020 meeting. Also on the agenda is the design for a drive through at The Villages Annex. Today, the Health Department tested 186 individuals at Beville's Corner. On the Health Department website, there is a list of future testing dates and sites. Mr. Arnold also gave a briefing on the last 1000 feet of the Morse Boulevard Rehabilitation Project.

Mr. Arnold provided the following items for information.

1. Participation by South Sumter Middle School and The Villages Charter High School in the Florida Civic & Debate Initiative (For Information Only)

   6-23-20-2-b-1

2. Under Billed Electric Usage from City of Bushnell (For Information Only)

   6-23-20-2-b-2

3. TECO - Petition for Rate Increase by Peoples Gas System (For Information Only)

   6-23-20-2-b-3

4. Update on Library Advisory Board Recommendation for FY 19/20 (For Information Only)

   6-23-20-2-b-4

5. Century Link IQ Order (For Information Only)

   6-23-20-2-b-5

c. County Attorney

Carrie Felice of The Hogan Law Firm, Attorneys for the Board, noted that the cases referenced below on item 1 and 2 have been consolidated and that defense is covered under the County's insurance.

1. FACT - Voting Lawsuits Claimant Dream Defenders (For Information Only)

6-23-20-2-c-1

2. FACT - Voting Lawsuits Claimant Nielsen (For Information Only)

6-23-20-2-c-2

3. Jessica Laube and Robert Hunter Motion for Attorney Fees, Village Center Community Development District (For Information Only)

The County has filed a motion to dismiss, which was granted. However, a motion to amend was filed and a decision has not yet been made.

6-23-20-2-c-3

d. Clerk of Circuit Court

1. Check Registers for April 2020 (For Information Only)

6-23-20-2-d-1

2. Check Registers for May 2020 (For Information Only)

6-23-20-2-d-2

e. Board Members

1. Commissioner Gilpin congratulated the Board members running for reelection on a successful campaign month and commented on the support of them from the local business community.
2. Commissioner Breeden attended a virtual FACT meeting last week where they spoke on COVID-19 coverage.
3. Commissioner Butler stated that he was overwhelmed and humbled by the outpouring and support received from the local business community in regards to his reelection campaign.
4. Commissioner Burgess will be attending the upcoming MPO meeting via telephone.
5. Commissioner Printz - No report.

f. Public Forum

The following individuals spoke during Public Forum: Jay Julian, 5563 Head Way, The Villages; and Craig Estep, 1511 Cervantes Place, The Villages.

3. NEW BUSINESS - ACTION REQUIRED

a. MINUTES

1. Minutes of Special Called Meeting Held on May 19, 2020 (Staff Recommends Approval).

   6-23-20-3-a-1

2. Minutes of Regular Meeting Held on May 26, 2020 (Staff Recommends Approval).

   6-23-20-3-a-2

3. Minutes of Regular Meeting Held on June 9, 2020 (Staff Recommends Approval).

   6-23-20-3-a-3

4. Minutes of Special Called Meeting Held on June 16, 2020 (Staff Recommends Approval).

   6-23-20-3-a-4

Commissioner Butler moved, with a second by Commissioner Burgess, to Approve items 1 through 4 under Minutes. The motion carried unanimously 5 – 0.

b. SET FUTURE PUBLIC HEARINGS OR MEETINGS

None

c. APPOINTMENTS

1. Affordable Housing Advisory Committee (AHAC) Term Expiration – Four Applications (Board's Option).

   Michelle Purl, Karen Davis, Robert Hanson, & Priscilla Lewis submitted applications.

   6-23-20-3-c-1

Commissioner Burgess moved, with a second by Commissioner Breeden, to approve the reappointments of Michelle Purl, Karen Davis, Robert Hanson, and Priscilla Lewis to the Affordable Housing Advisory Committee (AHAC). The motion carried 5 - 0.

2. Industrial Development Authority Term Expiration - One Application (Board's Option).

Peter Wahl submitted an application.

6-23-20-3-c-2

Commissioner Butler moved, with a second by Commissioner Gilpin, to approve the appointment of Peter Wahl to the Industrial Development Authority. The motion carried 5 - 0.

3. Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

6-23-20-3-c-3

4. Public Safety Coordinating Council Vacancies (Board's Option).

There are no applicants at this time. Thus, no action was taken.

6-23-20-3-c-4

5. Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

6-23-20-3-c-5

6. Tourist Development Council (TDC) Vacancy (Board's Option).

There are no applicants at this time. Thus, no action was taken.

6-23-20-3-c-6

d. FINANCIAL

1. Inventory Transactions – Disposal and Surplus of Property (Staff Recommends Approval).

6-23-20-3-d-1

2. Budget Amendment A-19 (Staff Recommends Approval).

This budget amendment is the second adjustment for loss of revenue and increased expenditures associated with COVID 19. It also addresses the need for the design services for K-Dorm and the design services for The Villages Annex Drive-Thru to serve customers at this location during the current pandemic if it extends into the fall and for future events. This amendment also restores the General Fund's Reserve for Contingency to its starting point of the beginning of the fiscal year.

6-23-20-3-d-2

3. Rescind Obsolete or Conflicting Policies (Staff Recommends Approval).

In an effort to ensure that the Office of Management & Budget policies are current an audit was performed of the division's policies. The following policies are recommended to be rescinded: Sumter County Financial Policies 2011; Sumter County Board of County Commissioners Capital Improvement Plan Policy 2006; Fiscal Policy For Preparation and Administration of the 2006-2007 Budget; Proposed Policy Concerning Appropriations for and Disbursements to Non-Profit Of Private Corporations or Organizations; Sumter County Board of County Commissioners Revenue Policy 2006; Tangible Personal Property Policy and Procedures 2011; and Internal Controls Policies 2017. The following policies are recommended to be updated and consolidated to supplant their predecessors: Invoice Prompt Payment Policy; Donation Policy; Compliance Review Policy; Dishonored Payment Policy; Financial Policies; Capital Assets Policy; and Cash Handling Policy Page.

6-23-20-3-d-3

4. Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).

The attached list of open purchase requisitions is recommended for approval.

6-23-20-3-d-4

Commissioner Burgess moved, with a second by Commissioner Breeden, to Approve items 1 through 4 under Financial. The motion carried unanimously 5 – 0.

e. CONTRACTS AND AGREEMENTS

1. Affordable Housing (AH) Program Request to Approve and Execute the Contract for Grant Assistance (Staff Recommends Approval).

Ms. Helen Dean and her daughter Ms. Terrie Dean received SHIP demolition/reconstruction assistance to replace their substandard mobile home.

The existing well was not working correctly, which was causing problems for the homeowners to have running water to their new house. Staff leveraged Affordable Housing funding to make the necessary repairs to ensure the homeowners had a functioning water system. Staff is requesting approval and execution of the Affordable Housing Grant Contract for Ms. Helen Dean and Ms. Terrie Dean.

6-23-20-3-e-1

2. Authorize a County Deed Transferring Ownership of Parcel F30H063 to River's Edge Estates (Staff Recommends Approval).

   Parcel F30H063 was acquired by the County in 2017 by a Tax Deed. The County has no interest in continued ownership of this parcel, which is heavily in the floodplain. The property was declared surplus and passed to Smith & Smith for sale. After a year of no activity, the property was removed from listing with Smith & Smith. River's Edge Estate Homeowner's Association provided an unsolicited offer of waiving the association due's in the amount of $2040.00 plus 7% interest and payment of all back taxes. Staff requests that the BOCC authorize the County Deed to transfer ownership of the parcel to River's Edge Estates.

   6-23-20-3-e-2

3. Deed of Easement Between CSX Transportation, Inc., and Sumter County, Florida for a Certain Piece, Parcel, or Tract of Land Situate, Lying, and Being a Portion of Section 32, Township 21 South, Range 22 East of the Tallahassee Base Meridian, Sumter County, Florida (Staff Recommends Approval).

   Deed of Easement Between CSX TRANSPORTATION, INC., and Sumter County, Florida, for a certain piece, parcel, or tract of land situate, lying, and being a portion of Section 32, Township 21 South, Range 22 East of the Tallahassee Base Meridian, Sumter County, Florida. The easement will be required to complete the western portion of the C-478 Small County Outreach Program (SCOP) project, at the intersection of US 301 and CR 478.

   6-23-20-3-e-3

4. Economic Development Contingent Incentive Agreement Between Sumter County, Florida, and The Villages Land Operating Company, LLC for Industrial Rail Service (Staff Recommends Approval).

   This agreement provides a benefit for all of Sumter County by providing a transflow facility that serves businesses needing rail service but does not have sufficient use to warrant a spur or are not adjacent to an existing spur. This comment supports our economic development customers beyond those in the Governor Rick Scott Industrial Park. This is yet another opportunity for the use of public/private partnerships to continue to diversify our local economy.

6-23-20-3-e-4

5. Emergency Management Preparedness and Assistance (EMPA) State Grant Agreement A0156 CSFA Number 31.063 (Staff Recommends Approval).

   Every year the State of Florida offers a base grant to be used towards emergency preparedness and assistance initiatives. These funds are to be used by Emergency Management for salaries, training, planning, and exercises. Funds are provided by the Emergency Management Preparedness and Assistance Trust Fund. The following is the current planned use for this grant: $70,614.00 – Operational; $17,692.00 – Training; and $17,500.00 – Exercise. Base Grants shall be matched at an amount either equal to the average of the previous three years' level of county general revenue funding of the County Emergency Management Agency or the level of funding for the County Emergency Management Agency for the last fiscal year, whichever figure is lower. This is the corrected EMPA per Florida Division of Emergency Management

   6-23-20-3-e-5

6. Emergency Management Performance Grants (EMPG) Federal Grant Agreement G0153 CFDA Number 97.042 (Staff Recommends Approval).

   Every year the State of Florida offers a base grant to be used towards emergency preparedness and assistance initiatives. These funds are to be used by Emergency Management for salaries, training, planning, and exercises. Funds are provided by the Emergency Management Performance Grants. The following is the current planned use for this grant: $55,866.00 – Operational. The intent of the EMPG Base Grant Agreement is to provide each county with the means to successfully manage and operate an Emergency Management Program by enhancing county emergency management plans and programs that are consistent with the State and Local Comprehensive Emergency Management Plans and Chapter 252, Florida Statutes. This is the corrected EMPG per Florida Division of Emergency Management

   6-23-20-3-e-6

7. Emergency Management Performance Grant, COVID-19 Supplemental (EMPG-S) Federal Grant Agreement G0101 CFDA Number 97.042 (Staff Recommends Approval).

   The Fiscal Year (FY) 2020 Emergency Management Performance Grant Program – COVID-19 Supplemental (EMPG-S) assists local governments with their public health and emergency management activities supporting the prevention of, preparation for, and response to the ongoing Coronavirus Disease 2019 (COVID-19) public health emergency. EMPG-S funding is to support planning and

operational readiness for COVID-19 preparedness and response, development of tools and strategies for prevention, preparedness, and response, and ongoing communication and coordination among federal, state, local, tribal, and territorial partners throughout the response. This is the corrected EMPG-S per Florida Division of Emergency Management

6-23-20-3-e-7

8. Extension to the Agreement with PDCS, LLC for Fire Safety Inspections, Plan Review, Community Risk Reduction Services and Building Inspections (Staff Recommends Approval).

   On June 28, 2016, the BOCC entered into an agreement with PDCS, LLC for Sumter County Building Inspection and Plan Review Services. On 9/12/2017, the BOCC approved Addendum #1 to the agreement to include Fire Safety Inspections, Plan Reviews, and Community Risk Reduction Services. At this time, staff wishes to extend the current agreement for a one-year term and extend the agreement through 9/30/2021 to coincide with the County's fiscal year. In addition, the County wishes to amend the agreement to reflect the need for two separate monthly invoices which should be breakdown between the Building Services Fund and General Fund service charges. There are no renewals left on this agreement. Attached for BOCC review and approval are the original PDCS, LLC Agreement, Addendum #1, and the Amendment/Extension Agreement.

   6-23-20-3-e-8

9. Fiscal Year 19/20 State Contract Agreement for Mosquito Control, Amendment (Staff Recommends Approval).

   On 10/8/2019, the BOCC executed the State Contract Agreement for Mosquito Control. In January 2020, the State attempted to notify Sumter County of a proposed addendum to the agreement. However, the initial addendum was not received by the Mosquito Control Director in January. The Florida Department of Agriculture and Consumer Services confirmed the addendum in May 2020 via email. The proposed addendum increases the State funding to Sumter County from $33,403.00 to $34,496.88.

   6-23-20-3-e-9

10. Memorandum of Agreement between the Sumter County Board of County Commissioners and the Florida Division of Emergency Management for a Mobile Generator (Staff Recommends Approval).

    During the response to COVID-19, and in preparation for the 2020 hurricane season, the Florida Division of Emergency Management purchased mobile generators to support skilled nursing facilities, assisted living facilities, other

extended-care facilities, medical facilities, designated congregate and non-congregate public shelters, and other essential facilities. The Division wishes to collaborate with Sumter County to position and maintain one (1) 110 KW mobile generator within the County. The County has full control of the generator and its use. If not used, the generator is a deployable asset for the State. The State will arrange pickup, transportation, and return of the generator at no cost to the County if used to support mutual aid operations outside the County.

6-23-20-3-e-10

11. Proposal for Alterations to the K-Dorm Warehouse Building at the Jail, by Adding a Coiling Door for Delivery of Goods (Staff Recommends Approval).

Sumter County contracted with the architectural firm The Lunz Group for on-call architectural services. The Lunz Group submitted a proposal to provide design for alterations to the K-Dorm Warehouse building for the process of demolition and structural support for the installation of an 8’0” wide x 10’0” high coiling door.

Task 1: Site visit to document existing conditions.
Task 2: Construction Documents
Task 3: Permitting and Construction Administration - Submit building permit set - Provide responses to all building department comments - Respond to contractor’s questions and review submittals - Architect shall make a site visit during construction

Cost for Tasks 1, 2, 3: $5,700.00
Reimbursable $ 500.00
TOTAL PROPOSAL - $6,200.00

6-23-20-3-e-11

12. Proposal from The Lunz Group to Design a Freestanding, Pneumatic Tube, Drive-Thru Kiosk at The Villages Annex for the Tax Collector's Office (Staff Recommends Approval).

Sumter County contracted with the The Lunz Group on 1/14/2020, for on-call architectural services. Installing a kiosk at The Villages Annex for the Tax Collector’s office will achieve parity of services at the different Tax Collector’s offices. They will achieve continuous service at this location during the next COVID-19 type event, and they will increase the capacity of the Tax Collector’s office at this location without having to add any additional offices to the interior of the building.

Task 1: Schematic design $9,800.00
Task 2: Construction Documents $29,100.00
Task 3: Permitting $2,000.00

Task 4: Construction Administration $6,700.00
Reimbursable Allowance $2,500.00
Total $50,100.00

6-23-20-3-e-12

13. Reduce Contract ITB-051-0-2019/RS, West Wildwood Fire Station #33 by $92,599.66 for Safe Air Corporation to Provide the Exhaust Recovery System for Station #33. This is Associated with the Owner Direct Purchase Program (DPO) (Staff Recommends Approval).

    The present contract amount is for $2,135,150.65 change as a decrease will be $92,599.66 for a new balance of $2,042,550.99. The decreased amount includes material and equipment for the Exhaust Recovery System for Station #33.

    6-23-20-3-e-13

Commissioner Butler moved, with a second by Commissioner Breeden, to Approve items 1 through 13 under Contracts and Agreements. The motion carried unanimously 5 – 0.

f. GENERAL ITEMS FOR CONSIDERATION

1. Approve the Placement of Historical Marker at the Wild Cow Prairie Cemetery as Authorized by the Division of Historical Resources/State Bureau of Historic Preservation. In Partnership with Various Organizations in Sumter County (Staff Recommends Approval).

   Wild Cow Prairie Cemetery is eligible to have the honor of a Historical Marker placed on site by the Division of Historical Resources/State Bureau of Historic Preservation. The Florida Historical Marker Program is one of the Division of Historical Resources' most popular and visible public history programs. It is designed to raise public awareness of Florida's rich cultural history and to enhance the enjoyment of our historic sites by citizens and tourists. Sumter County will not be responsible for any portion of the cost for the manufacturing and installing of the marker. This project is in partnership with Sumter County Historical Society, Sumter County Preservation Society, Young Performing Artists, Inc., the Scenic Sumter Heritage Byway, and Sumter County and the Florida Department of State.

   6-23-20-3-f-1

2. Approval of Release of Lien for Larry Croom (Staff Recommends Approval).

   A code enforcement lien was filed against this property on 12/3/2018, in which the property owner at the time was Larry Croom. The property was found in

compliance on 4/9/2020. Costs in the amount of $636.12 were paid. Thus, a Release of Lien is being requested.

6-23-20-3-f-2

3. Approval of Release of Lien for James Love (Staff Recommends Approval).

   A code enforcement lien was filed against this property on 1/18/2018, in which the property owner at the time was James Love. The property was found in compliance on 6/26/2019. Costs in the amount of $846.34 were paid. Thus, a Release of Lien is being requested.

   6-23-20-3-f-3

4. Approval of Release of Lien for Dora Lowers (Staff Recommends Approval).

   A code enforcement lien was filed against this property on 7/18/2007, & 4/9/2009, in which the property owner at the time was Dora Lower. The property was found in compliance on 9/27/2019. Costs in the amount of $1,105.57 were paid. Since costs were paid, a Release of Lien is being requested.

   6-23-20-3-f-4

5. Certificate of Public Convenience and Necessity (COPCN) for LifeFleet Southeast Inc., d/b/a American Medical Response (Staff Recommends Approval).

   Florida Administrative Code requires an ambulance service to secure a Certificate of Convenience of Public Necessity (COPCN) from the county commission in the county it intends to operate within. Sumter County contracts with LifeFleet Southeast Inc., d/b/a American Medical Response for ambulance service within Sumter County. This request is to renew the COPCN for LifeFleet Southeast Inc., d/b/a American Medical Response to continue to operate an ambulance service in Sumter County.

   6-23-20-3-f-5

6. Citizens' Drop-off Area (CDA) Solid Waste Fee Schedule Resolution (Staff Recommends Approval).

   Currently, the General Fund revenue sources subsidize the CDA operations. To reduce the subsidy, it is first recommended to simplify the solid waste fee schedule and eliminate the individual solid waste permits concurrently. The current rate structure is not simple for customers or attendants as found at https://www.sumtercountyfl.gov/1235/Fees. The related resolution (2020-29)

provides for the attached schedule to become effective 1/1/2021, concurrent with the end of the individual solid waste permits effective 12/31/2020.

6-23-20-3-f-6

7. Funding Revisions to the State of Florida Department of Health Funding Related to the Sumter County Health Department Contract for FY2019/2020 (Staff Recommends Approval).

   Enclosed is the report of the funding revisions for the Florida Department of Health contract for the Sumter County Health Department for the fiscal year 2019-2020 budget.

   The contract specifies that either party may increase or decrease funds to the contract upon written notification to the other party. The attached document from the Florida Department of Health includes:

   * An updated summary of funding revisions
   * Page 2 of the contract reflecting updated funding adjustments.
   * Revised Attachment II, Part I
   * Revised Attachment II, Parts II and III, incorporating the changes indicated in the summary and covering the period subsequent to the contract amendment.

   6-23-20-3-f-7

8. Satisfaction of Civil Restitution Lien for Christopher David Munday (Staff Recommends Approval).

   On 1/13/2020 a Civil Restitution Lien for case 2019 CF 770 was ordered in the amount of $1,000.00, for Christopher David Munday. On 6/82020, County Finance received check #205094 from Mason Title & Escrow, in the amount of $1,000.00, to satisfy the balance of said lien.

   6-23-20-3-f-8

9. Satisfaction of Civil Restitution Lien for Jermain Bellamy (Staff Recommends Approval).

   On 1/7/2004 a Civil Restitution Lien for case 1999 MM 189 was ordered in the amount of $4,500.00, for Jermain Bellamy. On 6/15/2020, County Finance received cash in the amount of $4,500.00, to satisfy the balance of said lien.

   6-23-20-3-f-9

10. State Housing Initiatives Partnership (SHIP) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

Bonnie LaVerne Barber received assistance on 11/23/2016, for connection to the City of Bushnell's central sewer system at her home. Staff received a payoff check from Concierge Title Services, LLC, on 6/3/2020. Housing Services is requesting the execution of a Satisfaction of Mortgage for Bonnie LaVerne Barber as her mortgage is paid in full.

6-23-20-3-f-10

11. Extend 2020 Tax Roll Pursuant To Fla. Stat. s. 197.323 and Authorize Chairman of Value Adjustment Board (VAB) to Execute DR-488P For Real Property and Tangible Personal Property (Staff Recommends Approval).

As the 2020 Value Adjustment Board Cycle will not be complete until at least the end of the year, it is necessary to request an extension of the 2020 tax roll pursuant to Section 197.323, Florida Statutes and submit a DOR Form DR-488P (Initial Certification of The Value Adjustment Board).

6-23-20-3-f-11

12. State of Emergency Declaration Extension Sumter County Board of County Commissioners (Staff Recommends Approval).

6-23-20-3-f-12

Commissioner Breeden moved, with a second by Commissioner Burgess, to Approve items 1 through 12 under General Items for Consideration. The motion carried unanimously 5 – 0.

4. ADJOURN

The meeting adjourned at 5:29 p.m.

DRAFT

SPECIAL CALLED MEETING | BOARD OF COUNTY COMMISSIONERS | JUNE 30, 2020

The Board of Sumter County Commissioners (BOCC/Board) convened in a special called meeting on Tuesday, June 30, 2020, at the Sumter County Service Center in Wildwood, Florida, with the following members present to wit: Al Butler, 2nd Vice Chairman, District No. 1 (joined at 5:06 p.m. via remote access); Doug Gilpin, District No. 2; Garry Breeden, Vice Chairman, District No. 4; and Steve Printz, Chairman, District No. 5 (via remote access). Don Burgess, District No. 3, was absent. The following individuals were also present and acting in their respective official capacities: Bradley Arnold, County Administrator; and Caroline Alrestimawi, Deputy Clerk. The meeting was scheduled for 5:00 p.m. and Commissioner Printz called the meeting to order at 5:01 p.m. The complete audio recording of this meeting is available by request through the Clerk's Website - www.sumterclerk.com.

1. State of Emergency Declaration Extension Sumter County Board of County Commissioners (Staff Recommends Approval).

Bradley Arnold, County Administrator, provided a COVID-19 update. There are 342 cumulative cases with 272 released from quarantine. There have been 48 total hospitalizations. Recently, there have been three individuals hospitalized with one released. The two individuals that remain hospitalized are in ICU but per Dr. Zelnick they are doing well and may be moving forward with recovery. The deaths remain at 17 cumulative. During the month of June, there were 1,132 individuals tested by the Health Department. This count does not include any individuals tested by other parties. At least half of those tests are from the testing event at New Covenant Methodist Church. During the two day testing event at Beville's Corner, there were 16 individuals identified as positive. The Health Department is working on the contact tracing for those individuals. Commissioner Gilpin spoke with Mr. Arnold regarding reaching out to the local radio to provide additional COVID-19 related public service announcements (PSA). This can be done through DJ discussion throughout the day, as well as a pre-recorded PSA that would play during commercials. Mr. Arnold read the draft PSA, which is attached. The Commissioners had no objections to moving forward with utilizing the local radio station to communicate a PSA.

6-30-20-1, 6-30-20-PSA Draft

Commissioner Butler moved, with a second by Commissioner Breeden, to approve the local State of Emergency Declaration Extension. The motion carried 4 - 0.

Commissioner Printz commented on the recent negative media focus on The Villages regarding a video showing the worst behavior of a few individuals. Commissioner Printz noted that it was unfortunate that the incident occurred but the actions of a few does not define Sumter County or The Villages.

2. Adjourn

The meeting adjourned at 5:10 p.m.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center (5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163) for Adoption of the Sumter County Fire District MSBU Annual Fire Assessment Rate and Resolution (Staff Recommends Approval).**

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/14/2020

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: $100.00 Legal Advertisement
FUNDING SOURCE: General Fund
Type: Annual **EXPENDITURE ACCOUNT:** 001-413-513-4911 Legal Advertising

HISTORY/FACTS/ISSUES:

Sumter County Fire Assessment Municipal Service Benefit Unit (MSBU) programs have been in existence since 1999. Funds collected through the assessment program are allocated for fire services. The assessment program was established with two MSBU districts (Sumter County Fire District and the Villages Fire District) to give the Sumter County Board of County Commissioners (BOCC) the ability to address each MSBU's funding needs.

Based on the Initial Assessment Resolution (adopted in 2006), the maximum annual assessment rate is currently $125.00 Staff recommends the BOCC maintain for FY 20/21 the rate of $124.00

A rate resolution public hearing for each MSBU must be held annually prior to the BOCC adopting the resolution. Attached for review is a draft of the Assessment Resolution that will be presented for adoption at the Public Hearing.

Prepared by: Bradley Arnold **Grammarly Check** ☒

SUMTER COUNTY, FLORIDA

FIRE RESCUE SERVICES ASSESSMENT
ANNUAL ASSESSMENT RATE RESOLUTION_____

SUMTER COUNTY FIRE DISTRICT

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APPENDIX A PROOF OF PUBLICATION
APPENDIX B FORM OF CERITFICATION TO NON-AD VALOREM ASSESSMENT ROLL

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE INCORPORATED AND UNINCORPORATED AREA OF SUMTER COUNTY, FLORIDA; RATIFYING AND CONFIRMING THE LEGISLATIVE DETERMINATIONS AND APPORTIONMENT METHODOLOGY PROVIDED FOR IN THE INITIAL ASSESSMENT RESOLUTION FOR THE SUMTER COUNTY FIRE DISTRICT; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE FIRE RESCUE SERVICES AND APPROVING THE METHOD OF ASSESSING FIRE RESCUE ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE SUMTER COUNTY FIRE DISTRICT THAT WILL BE SPECIALLY BENEFITED THEREBY; IMPOSING FIRE RESCUE ASSESSMENT AGAINST ASSESSED PROPERTY; APPROVING THE ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 2 Sumter County Code of Ordinances (the "Ordinance"); Sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

SECTION 2. DEFINITIONS. This resolution constitutes the Annual Assessment Resolution as defined in the Ordinance and the Initial Assessment Resolution. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance. Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa. As used in

this resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires:

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the fire rescue services, programs or facilities identified in the Initial Assessment Resolution or a subsequent Preliminary Rate Resolution.

"BOCC" means the Sumter County Board of County Commissioners.

"Code Descriptions" mean the descriptions listed in the Fixed Property Use Codes and the descriptions listed in the DOR Code used by the Property Appraiser in categorizing Tax Parcels on the Tax Roll.

"County" means Sumter County, Florida.

"Developed Property" means Tax Parcels that the Property Appraiser has assigned a DOR Code or categorization indicating the Tax Parcel is improved entirely or in part with Buildings.

"DOR Code" means a property use code regime established in Rule 12D-8.008, Florida Administrative Code, or its successor in function, assigned by the Property Appraiser to Tax Parcels on the Tax Roll.

"Fire Rescue Assessment" or "Assessment" means a special assessment lawfully imposed by the BOCC against Assessed Property to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs providing a special benefit to

property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Fire Rescue Assessed Cost" means the amount determined by the BOCC to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs which provide a special benefit to Assessed Property.

"Fixed Cost Apportionment" means the apportionment of certain fixed cost components of the county's fire rescue program among all Tax Parcels of Developed Property pursuant to the apportionment methodology described in Section 3 of this Annual Assessment Resolution.

"Institutional Property" means those Tax Parcels with a Code Description designated as "Institutional" in the DOR Code.

"Sumter County Fire District" means the area located within the boundaries of Sumter County, less and except the area encompassed by The Villages Fire District.

"Tax Parcel" means a parcel of property located within the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Undeveloped Property" means Tax Parcels that the Property Appraiser has assigned a DOR Code or categorization indicating the Tax Parcel is vacant or not improved with Buildings.

"The Villages Fire District" means that area of Sumter County approved by Sumter County Board of County Commissioners or the City of Wildwood as The Villages® age-restricted development.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Fire rescue services possess a logical relationship to the use and enjoyment of improved property and convey a special benefit to such property, by: (1) protecting the value of the improvements and structures through the provision of available fire rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program within the County; and (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.

(B) The combined fire control enhances and strengthens the relationship of such services to the use and enjoyment of buildings within improved parcels of property within the areas served by the County.

(C) It is fair and reasonable to use the DOR Code, Code Descriptions and other categorizations by the Property Appraiser in determining the apportionment method for the Fire Rescue Assessments because: (1) the Tax Roll database employing the use of such

property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and existence of Building improvements within the County, and (2) the Tax Roll database is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Assessment of Collection Act.

(D) Apportioning certain fixed cost components of the fire rescue program among Developed Property based upon the continuous necessity to maintain a readiness to serve is fair and reasonable and proportional to the special benefit received.

(E) Apportioning the Fire Rescue Assessed Cost among Developed Property on a Tax Parcel basis reasonably avoids cost inefficiency and unnecessary administration, and employs the Fixed Cost Apportionment which is a fair and reasonable method of apportionment based upon the equal sharing of certain fixed cost components of the fire rescue program which are necessary to be continuously ready to provide fire rescue services.

(F) In developing a recurring revenue source to fund the fixed cost component of the fire rescue program, the size or the value of Developed Property does not determine the scope of the required fire rescue response. The potential demand for fire rescue services is driven by the existence of a building and the requirement that the County continually maintain a level of readiness to provide fire rescue services.

(G) The suppression of fire on Undeveloped Property primarily benefits the buildings within the adjacent Developed Property by the containment of the spread of fire rather than the preservation of the Undeveloped Property. Therefore, it is fair and reasonable not to apportion any of the Fire Rescue Assessed Cost to Undeveloped Property.

(H) Institutional Property, exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the County and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon such parcels of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment shall be imposed upon a parcel of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law.

(I) Upon the imposition of a Fire Rescue Assessment for fire rescue services, facilities, or programs against Assessed Property located within the boundaries of the Sumter County Fire District, the County shall provide fire rescue services to such Assessed Property. The proceeds of the Fire Rescue Assessments provide the necessary funding for a portion of the cost to provide such fire rescue services, facilities, or programs. The remaining cost required to provide fire rescue services, facilities, and

programs shall be funded by legally available revenues other than Fire Rescue Assessment proceeds.

(J) Each Tax Parcel of Assessed Property located within the boundaries of the Sumter County Fire District will be specially benefited by the County's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against each such Tax Parcel.

(K) Pursuant to the Sumter County Code of Ordinances, Chapter 2, the County is required to adopt an Annual Assessment Resolution establishing the rate of the Fire Rescue Assessment to be imposed in the upcoming Fiscal Year and approving the Assessment Roll for the upcoming Fiscal Year.

(L) The Assessment Roll has heretofore been filed and made available for public inspection at the office of the County Administrator.

(M) Pursuant to the Sumter County Code of Ordinances, Chapter 2, the County has published a notice of a public hearing notifying property owners of the opportunity to be heard with respect to the BOCC's adoption of this annual assessment resolution and establishment of the fire rescue assessment amount for assessed property within the Sumter County Fire District. Proof of publication is attached hereto as Appendix A.

(N) A public hearing has been duly held and comments and objections of all interested persons have been heard and considered as required by law.

(O) The parcels of Assessed Property described in the Assessment Roll are hereby found to be specially benefited by the provisions of fire rescue services, facilities and programs as described or referenced herein.

(P) The benefits derived from the fire rescue services facilities and programs contemplated herein exceed the cost of the Fire Rescue Assessments to be levied and imposed hereunder. The assessment for any Tax Parcel does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel subject to the Assessment.

(Q) For the fiscal year beginning October 1, 2020, the Fire Rescue Assessment Rate to be assessed consistent with the Fixed Cost apportionment for the Sumter County Fire District is hereby established in the amount of $124.00 for each Tax Parcel of Developed Property.

(R) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Fire Rescue Assessed Cost by fairly and reasonably allocating the cost to specially benefited property.

(S) Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Initial Assessment Resolution from the fire rescue services, facilities and programs to be

provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the benefit thereof.

(T) The Legislative determinations and apportionment methodology provided for in the Initial Assessment Resolution are hereby ratified and confirmed.

SECTION 4. IMPOSITION OF FIRE RESCUE ASSESSMENTS.

(A) Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the Assessment Roll are hereby levied and imposed on all parcels of property described in such Assessment Roll for the Fiscal year beginning October 1, 2020.

(B) Fire Rescue Assessments shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Property Appraiser's Certified Assessment Roll as herein approved shall be delivered to the Tax Collector from the Property Appraiser for collection using the tax bill collection method described in Chapter 2 of the Sumter County Code of Ordinances. The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 6. COLLECTION OF ASSESSMENTS. The Fire Rescue Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided for in the Sumter County Code of Ordinances, Chapter 2, and shall be increased as necessary to account for the maximum discount for early payment or non-ad valorem assessments on the same bill as ad valorem taxes.

SECTION 7. EFFECT OF ANNUAL ASSESSMENT RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein, unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the BOCC's adoption of this Annual Assessment Resolution.

SECTION 8. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affection the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 11th day of August 2020.

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

(SEAL)

By: _____
Steve Printz, Chairman

ATTEST:

_____
Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Chairman of the Sumter County Board of County Commissioners, or authorized agent of Sumter County, Florida ("County"); as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the Sumter County Fire District for Fire Rescue Services ("Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the Non-Ad Valorem Assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Sumter County Tax Collector by September 15, 2020.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Sumter County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 11th day of August 2020.

SUMTER COUNTY, FLORIDA

By: _____
Steve Printz, Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center, 5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163 for the Adoption of The Villages Fire District MSBU Annual Fire Assessment Rate and Resolution (Staff Recommends Approval).

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/14/2020

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: $100 Legal Advertisement
FUNDING SOURCE: General Fund
Type: Annual **EXPENDITURE ACCOUNT:** 001-413-513-4911 Legal Advertising

HISTORY/FACTS/ISSUES:

Sumter County Fire Assessment Municipal Service Benefit Unit (MSBU) programs have been in existence since 1999. Funds collected through the assessment program are allocated for fire services. The assessment program was established with two MSBU districts (Sumter County Fire District and the Villages Fire District) in order to give the Sumter County Board of County Commissioners (BOCC) the ability to address each MSBU's funding needs.

Based on the Initial Assessment Resolution (adopted in 2006), the maximum annual assessment rate is currently $125. Staff recommends the BOCC maintain the assessment rate of $124.

A rate resolution public hearing for each MSBU must be held annually prior to the BOCC adopting the resolution.

Attached for review is a draft of the Assessment Resolution that will be presented for adoption at the Public Hearing.

Prepared by: Bradley Arnold **Grammarly Check** ☒

SUMTER COUNTY, FLORIDA

FIRE RESCUE SERVICES ASSESSMENT
ANNUAL ASSESSMENT RATE RESOLUTION_____

THE VILLAGES FIRE DISTRICT

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APPENDIX A PROOF OF PUBLICATION
APPENDIX B FORM OF CERITFICATION TO NON-AD VALOREM ASSESSMENT ROLL

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES AND PROGRAMS IN THE UNINCORPORATED AREA OF SUMTER COUNTY, FLORIDA; RATIFYING AND CONFIRMING THE LEGISLATIVE DETERMINATIONS AND APPORTIONMENT METHODOLOGY PROVIDED FOR IN THE INITIAL ASSESSMENT RESOLUTION FOR THE VILLAGES FIRE DISTRICT; DETERMINING THAT CERTAIN REAL PROPERTY WILL BE SPECIALLY BENEFITED BY THE FIRE RESCUE SERVICES AND APPROVING THE METHOD OF ASSESSING FIRE RESCUE ASSESSED COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE VILLAGES FIRE DISTRICT THAT WILL BE SPECIALLY BENEFITED THEREBY; IMPOSING FIRE RESCUE ASSESSMENT AGAINST ASSESSED PROPERTY; APPROVING THE ASSESSMENT ROLL; PROVIDING THE METHOD OF COLLECTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 2 Sumter County Code of Ordinances (the "Ordinance"); Sections 125.01 and 125.66, Florida Statutes, and other applicable provisions of law.

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"DOR Code" means a property use code regime established in Rule 12D-8.008, Florida Administrative Code, or its successor in function, assigned by the Property Appraiser to Tax Parcels on the Tax Roll.

"Fire Rescue Assessment" or "Assessment" means a special assessment lawfully imposed by the BOCC against Assessed Property to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Fire Rescue Assessed Cost" means the amount determined by the BOCC to be assessed in any Fiscal Year to fund all or any portion of the cost of the provision of fire rescue services, facilities, or programs which provide a special benefit to Assessed Property.

"Fixed Cost Apportionment" means the apportionment of certain fixed cost components of the county's fire rescue program among all Tax Parcels of Developed Property pursuant to the apportionment methodology described in Section 3 of this Annual Assessment Resolution.

"Institutional Property" means those Tax Parcels with a Code Description designated as "Institutional" in the DOR Code.

"Sumter County Fire District" means the area located within the boundaries of Sumter County, less and except the area encompassed by The Villages Fire District.

"Tax Parcel" means a parcel of property located within the County to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Undeveloped Property" means Tax Parcels that the Property Appraiser has assigned a DOR Code or categorization indicating the Tax Parcel is vacant or not improved with Buildings.

"The Villages Fire District" means that area of Sumter County approved by Sumter County Board of County Commissioners or the City of Wildwood as The Villages® age-restricted development.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Fire rescue services possess a logical relationship to the use and enjoyment of improved property and convey a special benefit to such property, by: (1) protecting the value of the improvements and structures through the provision of available fire rescue services; (2) protecting the life and safety of intended occupants in the use and enjoyment of improvements and structures within improved parcels; (3) lowering the cost of fire insurance by the presence of a professional and comprehensive fire rescue program within the County; and (4) containing the spread of fire incidents occurring on vacant property with the potential to spread and endanger the structures and occupants of improved property.

(B) The combined fire control enhances and strengthens the relationship of such services to the use and enjoyment of buildings within improved parcels of property within the areas served by the County.

(C) It is fair and reasonable to use the DOR Code, Code Descriptions and other categorizations by the Property Appraiser in determining the apportionment method for the Fire Rescue Assessments because: (1) the Tax Roll database employing the use of such

property use codes is the most comprehensive, accurate, and reliable information readily available to determine the property use and existence of Building improvements within the County, and (2) the Tax Roll database is maintained by the Property Appraiser and is thus consistent with parcel designations on the Tax Roll which compatibility permits the development of an Assessment Roll in conformity with the requirements of the Uniform Assessment of Collection Act.

(D) Apportioning certain fixed cost components of the fire rescue program among Developed Property based upon the continuous necessity to maintain a readiness to serve is fair and reasonable and proportional to the special benefit received.

(E) Apportioning the Fire Rescue Assessed Cost among Developed Property on a Tax Parcel basis reasonably avoids cost inefficiency and unnecessary administration, and employs the Fixed Cost Apportionment which is a fair and reasonable method of apportionment based upon the equal sharing of certain fixed cost components of the fire rescue program which are necessary to be continuously ready to provide fire rescue services.

(F) In developing a recurring revenue source to fund the fixed cost component of the fire rescue program, the size or the value of Developed Property does not determine the scope of the required fire rescue response. The potential demand for fire rescue services is driven by the existence of a building and the requirement that the County continually maintain a level of readiness to provide fire rescue services.

(G) The suppression of fire on Undeveloped Property primarily benefits the buildings within the adjacent Developed Property by the containment of the spread of fire rather than the preservation of the Undeveloped Property. Therefore, it is fair and reasonable not to apportion any of the Fire Rescue Assessed Cost to Undeveloped Property.

(H) Institutional Property, exempt from ad valorem taxation under Florida law provide facilities and uses to the ownership, occupants, membership as well as the public in general that otherwise might be requested or required to be provided by the County and such property uses serve a legitimate public purpose and provide a public benefit. Therefore, it is fair and reasonable not to impose Fire Rescue Assessments upon such parcels of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law. Accordingly, no Fire Rescue Assessment shall be imposed upon a parcel of Institutional Property whose use is wholly exempt from ad valorem taxation under Florida law.

(I) Upon the imposition of a Fire Rescue Assessment for fire rescue services, facilities, or programs against Assessed Property located within the boundaries of The Villages Fire District, the County shall provide fire rescue services to such Assessed Property. The proceeds of the Fire Rescue Assessments provide the necessary funding for a portion of the cost to provide such fire rescue services, facilities, or programs. The

remaining cost required to provide fire rescue services, facilities, and programs shall be funded by legally available revenues other than Fire Rescue Assessment proceeds.

(J) Each Tax Parcel of Assessed Property located within the boundaries of The Villages Fire District will be specially benefited by the County's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment imposed against each such Tax Parcel.

(K) Pursuant to the Sumter County Code of Ordinances, Chapter 2, the County is required to adopt an Annual Assessment Resolution establishing the rate of the Fire Rescue Assessment to be imposed in the upcoming Fiscal Year and approving the Assessment Roll for the upcoming Fiscal Year.

(L) The Assessment Roll has heretofore been filed and made available for public inspection at the office of the County Administrator.

(M) Pursuant to the Sumter County Code of Ordinances, Chapter 2, the County has published a notice of a public hearing notifying property owners of the opportunity to be heard with respect to the BOCC's adoption of this annual assessment resolution and establishment of the fire rescue assessment amount for assessed property within The Villages Fire District. Proof of publication is attached hereto as Appendix A.

(N) A public hearing has been duly held and comments and objections of all interested persons have been heard and considered as required by law.

(O) The parcels of Assessed Property described in the Assessment Roll are hereby found to be specially benefited by the provisions of fire rescue services, facilities and programs as described or referenced herein.

(P) The benefits derived from the fire rescue services facilities and programs contemplated herein exceed the cost of the Fire Rescue Assessments to be levied and imposed hereunder. The assessment for any Tax Parcel does not exceed the proportional benefits that such Tax Parcel will receive compared to any other Tax Parcel subject to the Assessment.

(Q) For the fiscal year beginning October 1, 2020, the Fire Rescue Assessed Cost to be assessment rate consistent with the Fixed Cost apportionment is hereby established in the amount of $124 for each Tax Parcel of Developed Property.

(R) The Board hereby finds and determines that the Assessments to be imposed in accordance with this Resolution provide an equitable method of funding the Fire Rescue Assessed Cost by fairly and reasonably allocating the cost to specially benefited property.

(S) Adoption of this Annual Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Initial Assessment Resolution from the fire rescue services, facilities and programs to be

provided and a legislative determination that the Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the benefit thereof.

(T) The Legislative determinations and apportionment methodology provided for in the Initial Assessment Resolution are hereby ratified and confirmed.

SECTION 4. IMPOSITION OF FIRE RESCUE ASSESSMENTS.

Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the Assessment Roll are hereby levied and imposed on all parcels of property described in such Assessment Roll for the Fiscal year beginning October 1, 2020.

(A) Fire Rescue Assessments shall constitute a lien upon Assessed Property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. APPROVAL OF ASSESSMENT ROLL. The Assessment Roll as herein approved shall be delivered to the Tax Collector for collection using the tax bill collection method described in Chapter 2 of the Sumter County Code of Ordinances. The Assessment Roll as delivered to the Tax Collector shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix B.

SECTION 6. COLLECTION OF ASSESSMENTS. The Fire Rescue Assessments shall be collected pursuant to the Uniform Assessment Collection Act as

provided for in the Sumter County Code of Ordinances, Chapter 2, and shall be increased as necessary to account for the maximum discount for early payment or non-ad valorem assessments on the same bill as ad valorem taxes.

SECTION 7. EFFECT OF ANNUAL ASSESSMENT RESOLUTION. The adoption of this Annual Assessment Resolution shall be the final adjudication of the issues presented herein unless proper steps are initiated in a court of competent jurisdiction to secure relief within twenty (20) days from the date of the BOCC's adoption of this Annual Assessment Resolution.

SECTION 8. SEVERABILITY. If any clause, section, or other part of this resolution shall be held by any court of competent jurisdiction unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This Annual Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 11th day of August 2020.

BOARD OF COUNTY COMMISSIONERS
OF SUMTER COUNTY, FLORIDA

(SEAL)

By: _____
Steve Printz, Chairman

ATTEST:

_____
Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Chairman of the Sumter County Board of County Commissioners, or authorized agent of Sumter County, Florida ("County"); as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for The Villages Fire District for Fire Rescue Services ("Non-Ad Valorem Assessment Roll") is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the Non-Ad Valorem Assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Sumter County Tax Collector by September 15, 2020.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Sumter County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this 11th day of August 2020.

SUMTER COUNTY, FLORIDA

By: _____
Steve Printz, Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Schedule Public Hearing for August 11, 2020, at 5:00 p.m. at the Everglades Regional Recreation Center, 5497 Marsh Bend Trail, Grand Canyon Room, The Villages, FL 32163 to Consider an Ordinance Amending the Interlocal Service Boundary Agreement with the City of Wildwood – Road and Building Services Sub-Agreements (Staff Recommends Approval).**

REQUESTED ACTION: Staff Recommends Approval.

Meeting Type: Regular Meeting **DATE OF MEETING:** 7/14/2020

CONTRACT: ☒ N/A Vendor/Entity: _____

Effective Date: Termination Date: _____

Managing Division / Dept: Office of Management & Budget

BUDGET IMPACT: N/A

FUNDING SOURCE: _____

Type: Annual **EXPENDITURE ACCOUNT:** _____

HISTORY/FACTS/ISSUES:

The third amendment to the road sub-agreement reflects the changes in the Second Amendment to the Regionally Significant Road Construction Agreement between Sumter County and The Villages Companies.

The first amendment to the building services sub-agreement reflects the current consolidated operation, elimination of annual payment to the City of Wildwood in exchange for Sumter County to implement the new permitting and licensing software that will be mutually beneficial to both parties.

Prepared by: Bradley Arnold **Grammarly Check** ☒

ATTACHMENT A

THIRD AMENDMENT AND RESTATEMENT OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ROAD SUB-AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE CITY OF WILDWOOD, FLORIDA

THIS AMENDMENT AND RESTATEMENT OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT ROADS SUB-AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between the Sumter County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Wildwood a municipal corporation of the State of Florida (hereinafter "CITY"), both of whom understand and agree as follows:

WHEREAS, the City possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2 (b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self-government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1 (f), Florida Constitution and Section 125.01, Florida Statutes: and

WHEREAS, the County provides for road construction and maintenance on all roads accepted into its system within unincorporated areas. The County also provides for the construction and maintenance of roads designated as "C" and "CR" roads regardless of its location within the unincorporated areas or within the City; and

WHEREAS, the City provides for road construction and maintenance on roads within its jurisdiction except for those within the County or State of Florida road systems; and

WHEREAS, the City's annexations have or have the potential to significantly increase impacts to County and City roads; and

WHEREAS, the County and City acknowledge that the County's and City's road systems improvements and maintenance cannot be adequately funded with the existing funding sources (i.e., gas taxes, impact fees, grants, etc.); and

WHEREAS, the County and City acknowledge increased coordination in road system planning, construction, and maintenance will result in a more efficient expenditure of funds and provide enhanced maintenance or capacity level of service for roads within the City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate on matters of mutual interest

and advantage, and provides for interlocal agreements between local governments on matters such as roads; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exist and to plan for and finance new facilities in a timely, orderly, and efficient manner; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree that a coordinated approach to road services will result in better and more efficiently maintained roads for all of the citizens of Sumter County and a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement.

    a. Sumter County shall retain all ownership and authority for roads designated as "Regionally Significant" within the Municipal Service Area (MSA) of City as follows: C-470, Marsh Bend Trail from US 301 to C-470, Warm Springs Avenue, Morse Boulevard, Buena Vista Boulevard, C-466A, C-462/Powell Road, C-466E, C-466W, C-475N, C-472/Rainy Trail, Corbin Trail East of Marsh Bend Trail, Bexley Trail between Meggison Road and Corbin Trail, Meggison Road, and the currently un-named two connectors between C-470 and SR 471 and the connector between C-470 and C-48 within The Villages® development as depicted in the Regionally Signficant Road Construction Agreement between Sumter County and The Villages Companies and any amendments thereto.

    b. All non-"Regionally Significant" County roads within or adjacent to the existing City boundary shall become roads under the City's jurisdiction and maintenance responsibility upon the occurrence of the following condition: At least fifty-one percent (51%) of the road segment is either within or adjacent to the existing City boundary;

    c. All non- "Regionally Significant" County roads within the MSA shall become roads under the City's jurisdiction and maintenance responsibility by the segment upon the annexation of at least fifty-one percent (51%) of an agreeable segment;

    d. Road segment for purposes of this Agreement shall mean the portion of a non-regionally significant road between two major intersecting roads.

e. The 51% is calculated based on the frontage of annexed parcels on each side of the road segment between two major intersecting roads; and

f. Once 51% or more of a segment is annexed, the entire road segment between the two major intersecting roads will be deemed annexed into the City and under the City's jurisdiction, and ownership and the City will be fully responsible for all maintenance and other responsibilities of the road;

g. The transfer of jurisdictional responsibility from County to City per the conditions stated herein shall include the disclosure from the County to City all prior issued permits pertaining to the segment transferred, maintenance records of the road, and any documents pertaining to the establishment of maintenance easements or rights-of-way to include right-of-way surveys if in existence.

h. Any County or City agreements for road improvements with other governmental or private entities existing at the time of the approval of this Agreement shall remain in full force and effect except in the case of a conflict with this Agreement, in which case the terms of this Agreement shall prevail; and,

i. The parties recognize that jurisdiction for purposes of all law enforcement issues shall be governed by the law enforcement subagreement. The ownership of the road shall mean that the party owning the road is responsible for maintenance, upgrades, ownership of the right of way and all of the other rights and responsibilities related to the roads other than those which fall within the purview of law enforcement.

2. Level of Service. Within the MSA, the City and County will establish the following Level of Service Standards (LOS):

Interstate, Limited Access Parkways	C
Principal Arterials	D
Minor Arterials	D
Major and Minor Collectors	D
Local Streets	D

If a LOS standard is to be established below what is stated, both City and County must approve the change. As of the date of this Agreement, C-462 from C-466A to US 301 shall have a Level of Service Standard (LOS) of F.

For Strategic Intermodal System (SIS) Facilities and Transportation Regional Incentive Program (TRIP) Funded roadways, the LOS shall be established by the Florida Department of Transportation (FDOT).

3. Planning for Roads.

   a. City and County agree to maintain participation in an MPO and its long-range transportation planning process.

   b. County agrees to be the single payment entity for all jurisdictions in County for the dues to participate in the designated MPO;

   c. County agrees to provide annual traffic counts for all jurisdictions in County.

   d. County agrees to fund and manage all traffic signalization in City.

   e. Within the MSA, the County and City will work together on the design of roads;

4. Review of Development within the MSA.

   a. Within the MSA, the City and County agree that County will review all traffic impact studies for development accessing the City or County road networks; and

   b. Within the MSA, the City and County agree to enter into Proportionate Share Agreements or other similar agreements with the City, County, developer, and other impacted jurisdictions to establish required traffic mitigation and responsibility for mitigation.

5. Funding.

   a. The County may establish a Municipal Services Benefit Unit (MSBU) or a Municipal Services Taxing Unit (MSTU) to fund improvements of County or City roads. If the County wishes to extend the MTSU into the City, it must obtain the agreement of the City Commission except for the Regionally Significant Roads listed herein. If the City requests the establishment of MSTU, then the City shall fund and complete the necessary studies and analysis to establish MSTU. If an MSTU is pursued by the County, then the County shall fund the costs of the necessary studies and analysis to establish the countywide MSTU. If the County and City jointly pursue an MSTU, then the City shall fund their proportionate

share of the costs of the necessary studies and analysis to establish the joint MSTU. The proportionate share shall be based on the percentage of the City's population compared to the total countywide population using the most recent population estimated by BEBR;

b. The City may establish a special assessment within the City limits to fund improvements of City roads as long as the City meets all requirements of Chapter 170, Florida Statutes.

c. The County shall collect 100% of the applicable County road impact fees within all areas of the City, to mitigate for impacts to County and State roadways, and

d. Within the City limits, the City may also enact additional road impact fees that do not duplicate the County's road impact fee; and

e. City and County will work together on funding sources for capital improvements relative to transportation within the MSA.

6. Maintenance.

a. The County shall be responsible for establishing and maintaining the accounts with the electrical providers for the street lighting on the "Regionally Significant" roads within the MSA as listed in 1 a. of this Agreement instead of any other maintenance agreements including landscaping/irrigation.

b. The County shall be responsible for maintenance of Regionally Significant Roads within the city limits, including street sweeping and pavement management activities such as striping and resurfacing

c. The County will be responsible for all stormwater drainage retention systems associated with the Regionally Significant roads.

d. All non- Regionally Significant roads whose jurisdiction is transferred to the City under the terms of this agreement shall be maintained by the City unless otherwise agreed to in a separate maintenance agreement.

7. LSMPO Representation. While Sumter County has three (3) voting representatives allocated on the Lake-Sumter Metropolitan Planning Organization (LSMPO) Governing Board, two (2) shall be members of the Sumter County Board of County

Commissioners and one (1) shall be a Sumter County municipal representative serving on a rotating basis as determined by a majority of the five municipalities in Sumter County.

End of Roads Sub-Agreement

ATTACHMENT B

FIRST AMENDMENT AND RESTATEMENT OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BUILDING SERVICES SUB-AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE CITY OF WILDWOOD, FLORIDA

THIS AMENDMENT AND RESTATEMENT OF THE INTERLOCAL SERVICE BOUNDARY AGREEMENT BUILDING SERVICES ROADS SUB-AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between the Sumter County Board of County Commissioners, a political subdivision of the State of Florida (hereinafter "COUNTY") and the City of Wildwood a municipal corporation of the State of Florida (hereinafter "CITY"), both of whom understand and agree as follows:

WHEREAS, the City possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b), Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the County possesses powers of self government as provided by general or special law, so long as such acts are in the common interest of the people of the County, said powers being held and exercised pursuant to Article VIII, Section 1(f), Florida Constitution and Section 125.01, Florida Statutes; and

WHEREAS, County provides building permitting and inspection services within the jurisdiction of City; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local government to cooperate with one another on matters of mutual interest and advantage, and provides for interlocal agreements between local governments on matters such as building permitting and inspection services; and

WHEREAS, the Municipal Annexation or Contraction Act, Chapter 171, Part I, Florida Statutes, and the Interlocal Service Boundary Agreement Act, Chapter 171, Part II, Florida Statutes, recognizes the use of interlocal service boundary agreements and joint planning agreements as a means to coordinate public services such as building permitting and inspections.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree a continued unified approach to building permitting and inspection services will result in a more efficient and cost effective method of service and promote safety and welfare of all of the citizens of Sumter County and agree a need exists to change said service delivery arrangements in the following manner:

1. Service Delivery Agreement:

a. The County shall serve as the single, unified point of service for building permitting and inspections services in unincorporated areas of the county and within the City. This service shall be known for purposes of this Agreement as the "Consolidated County/City Building Services". The Consolidated County/City Building Services shall provide the staffing and resources for all building permit application processing, building permit plan review, building inspections, and building code enforcement. The Sumter County Building Official shall serve as the Building Official for the City. The building permit processing, review, inspection services, and building code enforcement shall be provided consistent with the City's local ordinances and State law.

b. The Consolidated County/City Building Services will function and be funded as a Subdivision under Sumter County Board of County Commissioners including the implementation of the permitting and licensing software transition from the current system to a new system during the fiscal years of 19/20 and 20/21.

c. The County shall be responsible for funding of the staff and operational costs of the Consolidated County/City Building Services. Funding for the Consolidated County/City Building Services shall be generated from fees collected for building permit applications, reviews, and inspections within unincorporated Sumter County and the City. Fees collected for building permits, reviews, and inspections within the City shall be based on the County's fee schedule.

d. The County shall provide for a building, permitting and inspection customer interface location within the incorporated boundaries of the City.

2. The County and City agree to resolve any dispute related to the interpretation or performance of this Agreement in the manner described in this section. Either Party may initiate the dispute resolution process by providing written notice to the other Party. Initiation of the dispute resolution process shall operate as a stay of the action which is the subject of the dispute.

    a. Notwithstanding the foregoing, in the event that either Party determines in its sole discretion and good faith that it is necessary to file a lawsuit or other formal challenge in order to meet a jurisdictional time deadline, to obtain a temporary injunction, or otherwise to preserve a legal or equitable right related to this Agreement, such lawsuit or challenge may be filed, but upon the filing and any other act necessary to preserve the legal or equitable right or to obtain the temporary injunction, the Parties shall thereafter promptly file a joint motion with the reviewing court or administrative law judge requesting that the case be abated in order to afford the Parties an opportunity to pursue the dispute resolution procedures set forth herein. If the abatement is granted,

the Parties shall revert to and pursue the dispute resolution procedures set forth herein.

b. Within ten (10) days of the abatement order, the allegedly aggrieved party shall then effect the transmittal of a notice of conflict, in the form of a certified letter, to all governmental bodies involved in the dispute at issue. Upon receipt of the notice, which shall specify the areas of disagreement, the Parties agree to conduct a conflict assessment meeting at a reasonable time and place, as mutually agreed upon, within thirty (30) days of receipt of the notice of conflict.

c. If discussions between the Parties at the conflict resolution meeting fail to resolve the dispute, within forty (40) days of the receipt of the notice described in subparagraph A, above, the Parties shall conduct a mediation in the presence of a neutral third party mediator. If the Parties are unable to agree upon a mediator, the County shall request appointment of a mediator by the Chief Judge of the Circuit Court in and for Sumter County, Florida. The mediation contemplated by this Section is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives.

d. If the Parties are unable to reach a mediated settlement, within fifty (50) days of the receipt of the initial notice of conflict, the parties shall hold a joint intergovernmental meeting. If the joint intergovernmental meeting does not successfully resolve the issues identified in the notice of conflict, the entities participating in the dispute resolution procedures described herein may avail themselves of any otherwise available rights, including the suspension of abatement of existing actions.

3. Fire Inspections and Plan Review: Consistent with existing interlocal agreements, the County, through Sumter County Fire Rescue, shall, pursuant to Section 633.0215, Florida Statutes, and Section 901 of the Florida Building Code, utilize the Florida Fire Prevention Code in providing all fire prevention/safety inspections and complete all fire building plan reviews within the City and unincorporated areas.

End of Building Services Sub Agreement

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Schedule a Public Hearing to Consider Vacating a Section of Right-Of-Way of C.R. 468 from U.S. Hwy 301 to Warm Springs Avenue, Which Was Conveyed and Transferred from FDOT to the County Sept. 12, 1979 in Road Plat Book 1, Page 26, Public Records of Sumter County, FL, on July 28, 2020 at 5:00 PM Located at Everglades Regioinal Recreation Center, 5497 Marsh Bend Trail, The Villages FL 34785 (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept:

BUDGET IMPACT:
FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

Sumter County has applied to vacate a section of right-of-way of C.R. 468 from U.S. Hwy 301 to Warm Springs Avenue. Warm Springs Avenue has been realigned to intersect with U.S. Hwy 301 at a different junction than its previous alignment along C.R. 468. The portion of right-of-way forming the previous junction of U.S. Hwy 301 and C.R. 468 is no longer needed for County road purposes. Supporting documents are attached. The following property owners have been notified:

G30-034, G30-057	William & Donna Graham
G30-036, G31-043	RP Fenney, LLC
G30-147, G30-030	
G30-035	Bigham Properties, LLC
G31-042, G31-001	The Villages Land Company, LLC
G30A006	Randall & Deborah Alonso
G30-033	Linda Farley & Rebecca Jude
G30-031, G30-054	Richard Wayne Anderson
G30C009	Shawn Ross
G30C007	Lucius & Gloria Nelson
G30C005	Barnard & Ruby Stecki
G30C026, G30C025	Maria Herrera
G30C014	Sasha Atkins
G30C011	Myriam Rivera
G30C012	Byron Hodgin

Prepared by: **Patricia Burgos** **Grammarly Check** ☒

SUMTER COUNTY RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, APPROVING THE VACATION OF A SECTION OF RIGHT OF WAY OF COUNTY ROAD 468 FROM UNITED STATES HIGHWAY 301 TO WARM SPRINGS AVENUE, PROVIDING FOR THE ACCEPTANCE BY THE COUNTY OF DRAINAGE AND UTILITY EASEMENTS FOR THE OPERATION AND MAINTENANCE OF AN EXISTING UTILITIES AND DRAINAGE FOR EXISTING AND FUTURE RIGHT OF WAY.

WHEREAS, the Board of County Commissioners for Sumter County, Florida has the authority under Section 336.09, Florida Statutes, to close or abandon roads; and

WHEREAS, the County currently holds interest in right-of-way along County Road 468 between US Highway 301 and Warm Springs Avenue; and

WHEREAS, Warm Springs Avenue has been realigned to intersect with US Highway 301 at a different junction than its previous alignment along County Road 468; and

WHEREAS, the portion of right-of-way forming the previous junction of US Highway 301 and County Road 468 is no longer needed for County road purposes;

WHEREAS, a public hearing was held on _____ (date) in which it was determined that it was advisable for the County to close and abandon the portion of right of way described herein.

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

SECTION 1: ADOPTION.

The Board of County Commissioners of Sumter County, Florida, hereby vacate and disclaim all right, title and interest in the rights of way described and depicted on ***Exhibit "A,"*** attached hereto and incorporated herein by this reference.

SECTION 2: EASEMENT RESERVATION

The County reserves and accepts a utility easement for the use, operation, and maintenance of the existing utilities located within the right-of-way described herein. The County reserves and accepts a perpetual drainage easement for the use, operation, and maintenance of existing and future surface water management systems located within the right-of-way described herein.

DONE AND RESOLVED THIS _____ day of _____, 2020.

DRAFT

ATTEST:

CLERK AND AUDITOR

_____

By: Deputy Clerk
Caroline AlRestimawi

BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.

_____

By: Steve Printz

DRAFT

SUMTER COUNTY RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, TO HOLD A PUBLIC HEARING ON VACATING CERTAIN INTERESTS THE COUNTY MAY HAVE IN RIGHT-OF-WAY ALONG THE ROAD KNOWN AS COUNTY ROAD 468.

WHEREAS, the County currently holds interest in right-of-way along C-468 between US Highway 301 and Warm Springs Avenue; and

WHEREAS, Warm Springs Avenue has been realigned to intersect with US Highway 301 at a different junction than its previous alignment along C-468; and

WHEREAS, the Board of County Commissioners of Sumter County has always followed a policy of not closing any road or vacating any public easement if any person other than the applicant actually utilizes the road or easement for access even if closing the road or easement does not terminate legal access to any parcel; and

WHEREAS, in order to ensure the fullest notice and give all possibly affected person notice and the right to be heard, it appears that a hearing should be held for that purpose.

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of Sumter County, Florida as follows:

The Sumter County Board of County Commissioners shall hold a public hearing on the _____ day of _____, 2020 at _____ to consider the advisability of exercising the authority granted by Section 336.09, Florida Statutes to vacate and disclaim any interest it may have in the road known as County Road 468 which extends from US Highway 301 to Warm Springs Avenue and is more particularly described and depicted on Exhibit A, attached hereto.

DONE AND RESOLVED THIS _____ day of _____, 2020.

ATTEST:

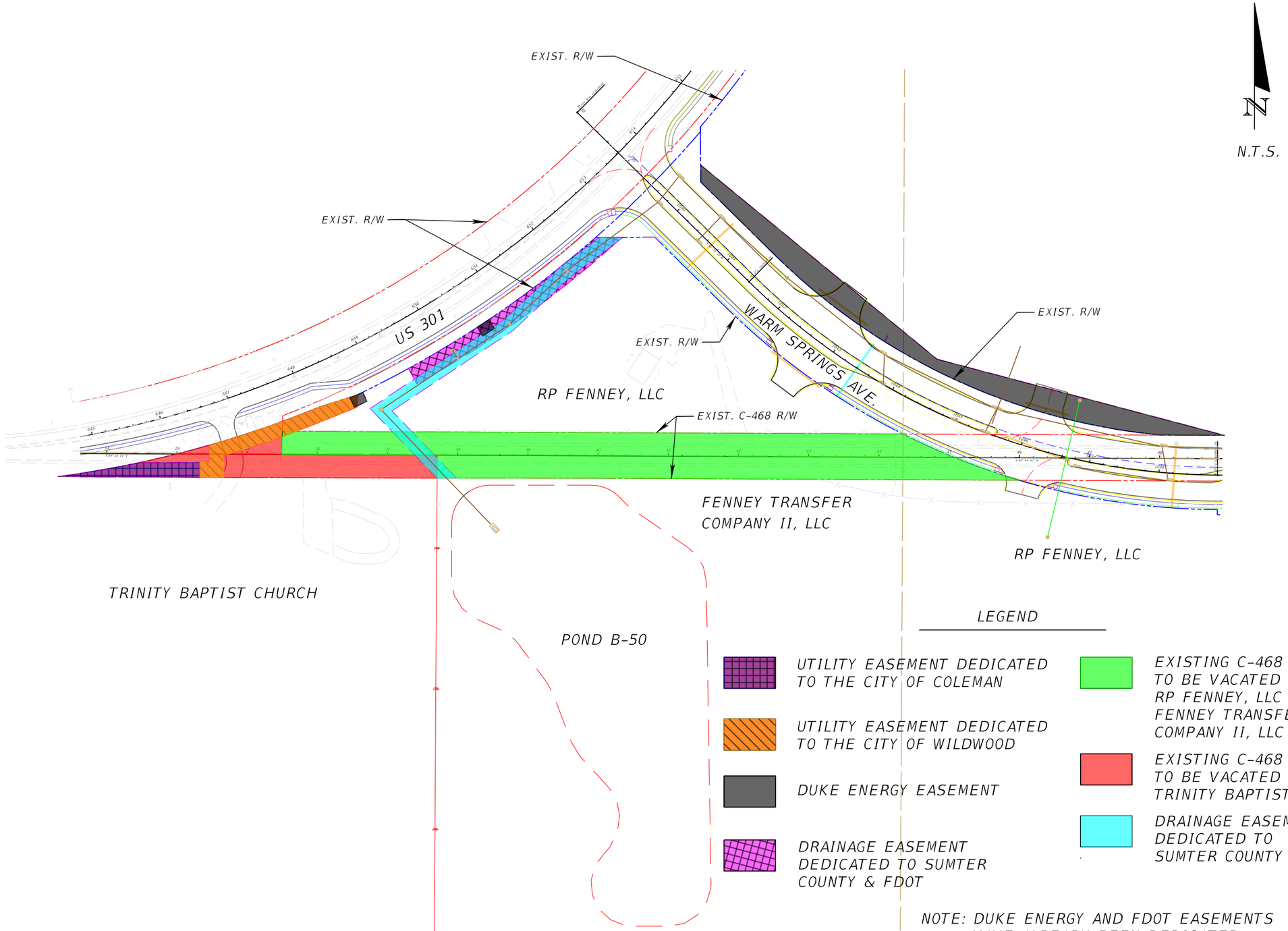
BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA.

_____

By: Deputy Clerk
Caroline AlRestimawi

_____

By: Steve Printz



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Kimley»Horn
Certificate Of Authorization No. 696
189 South Orange Avenue, Suite 1000
Orlando, FL 32801

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
C-468	SUMTER	NA

C-468 ROW VACATION & EASEMENT EXHIBIT

SHEET NO. 1

Sean.Lynch 4/15/2019 9:48:51 AM K:\ORL_Roadway\149604000_CR 468\149604000_CR 468\roadway\REVISED EASEMENT EXH

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Affordable Housing Advisory Committee (AHAC) Vacancies (Board's Option).

REQUESTED ACTION: **Board's Option**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept. **Administrative Services**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The purpose of the AHAC is to:

- Review the established policies and procedures, ordinances, land development regulations, and adopted local government comprehensive plan of appointing local government.
- Recommend specific actions or initiatives to the Board of County Commissioners to encourage or facilitate affordable housing while protecting the ability of the property to increase in value.
- Serve as the Citizen Advisory Task Force (CATF) for Community Development Block Grants. The committee shall follow the guidelines mandated in Florida Statute § 420.9076, and Rule Chapter 73C-23, Florida Administrative Code.

The governing board of a county or municipality shall appoint the members of the affordable housing advisory committee. The local action adopted pursuant to S. 420.9076, which creates the advisory committee and appoints the advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. Effective October 1, 2020, the committee must consist of one locally elected official from each county or municipality participating in the State Housing Initiatives Partnership and one representative from at least six of the categories below:

(a) A citizen who is actively engaged in the residential home building industry in connection with affordable housing.
(b) A citizen who is actively engaged in the banking or mortgage industry in connection with affordable housing.
(c) A citizen who is a representative of those areas of labor actively engaged in home building in connection with affordable housing.
(d) A citizen who is actively engaged as an advocate for low-income persons in connection with affordable housing.
(e) A citizen who is actively engaged as a for-profit profit provider of affordable housing.
(f) A citizen who is actively engaged as a not-for-profit provider of affordable housing.
(g) A citizen who is actively engaged as a real estate professional in connection with affordable housing.
(h) A citizen who actively serves on the local planning agency pursuant to S.163.3174. If the local planning agency is comprised of the governing board of the county or municipality, the governing

board may appoint a designee who is knowledgeable in the local planning process.
(i) A citizen who resides within the jurisdiction of the local governing body making the appointments.
(j) A citizen who represents employers within the jurisdiction.
(k) A citizen who represents essential services personnel, as defined in the local housing assistance plan.
The locally elected official serving on an advisory committee, or a locally elected designee, must attend biannual regional workshops convened and administered under the Affordable Housing Catalyst Program as provided in S. 420.531 (2). If the locally elected official or a locally elected designee fails to attend three consecutive regional workshops, the corporation may withhold funds pending the person's attendance at the next regularly scheduled biannual meeting.

At a minimum, each advisory committee shall submit an annual report to the local governing body and the entity providing statewide training and technical assistance for the Affordable Housing Catalyst Program. The report must include recommendations on the implementation of affordable housing incentives in the following areas:
(a) The processing of approvals of development orders or permits for affordable housing projects is expedited to a greater degree than other projects, as provided in S. 163.3177 (6) (f) 3.
(b) All allowable fee waivers provided for the development or construction of affordable housing.
(c) The allowance of flexibility in densities for affordable housing.
(d) The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.
(e) Affordable accessory residential units.
(f) The reduction of parking and setback requirements for affordable housing.
(g) The allowance of flexible lot configurations, including zero-lot-line configurations, for affordable housing.
(h) The modification of street requirements for affordable housing.
(i) The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
(j) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
(k) The support of development near transportation hubs and major employment centers and mixed-use developments.

Sector Position	Status	Term
Local Elected Official	Doug Gilpin	7/12/2020 - 7/12/2022
Building Industry	Vacant	7/12/2020 - 7/12/2022
Essential Service Personnel	Robert Hanson	7/12/2020 - 7/12/2022
For-profit Housing Provider	Priscilla Lewis	7/12/2020 - 7/12/2022
Sumter County Resident	Karen C. Davis	7/12/2020 - 7/12/2022
Areas of Labor Activity	Vacant	7/12/2019 - 7/12/2021
Banking Industry	Samantha Crane	7/12/2019 - 7/12/2021
Low Income Advocate	Sandra Woodard	7/12/2019 - 7/12/2021
Non-profit Housing Provider	Gene Barton	7/12/2019 - 7/12/2021
Real Estate Professional	Danny Smith	7/12/2019 - 7/12/2021

Local Planning Agency	Karl Holley	7/12/2019 - 7/12/2021
Employer Representative	Matthew Yoder	7/12/2019 - 7/12/2021
Alternate	Michelle Purl	7/12/2020 - 7/12/2022

Prepared by:	**Charlene Pittman**	**Grammarly Check**	☒

Sec. 12-47. - Sumter County Affordable Housing Advisory Committee.

(a) *Establishment, purpose and intent.* There is hereby created the Sumter County Affordable Housing Advisory Committee (hereinafter referred to as the "committee" or "advisory committee"), whose members shall be appointed by resolution of the board of county commissioners. The local action adopted pursuant to F.S. § 420.9072 which creates the advisory committee and appoints the advisory committee members must name at least eight (8) but not more than eleven (11) committee members and specify their terms. Six (6) members shall constitute a quorum. The committee may not take formal actions unless a quorum is present, but may meet to hear presentations if duly noticed. The committee must consist of one (1) representative from at least six (6) of the categories listed below:

(1) A citizen who is actively engaged in the residential home building industry in connection with affordable housing;

(2) A citizen who is actively engaged in the banking or mortgage banking industry in connection with affordable housing;

(3) A citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;

(4) A citizen who is designated as an advocate for low-income persons in connection with affordable housing;

(5) A citizen who is a for-profit provider of affordable housing;

(6) A citizen who is a not-for-profit provider of affordable housing;

(7) A citizen who is actively engaged as a real estate professional in connection with affordable housing;

(8) A citizen who actively serves on the local planning agency of the county;

(9) A citizen chosen by the board of county commissioners from any profession or occupation;

(10) A citizen who represents employers within the jurisdiction;

(11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

All members must be full-time residents of Sumter County, Florida.

With regard to the occupation requirements noted above, if an individual cannot be found in the noted occupations that has a "connection with affordable housing," then such and individual may be chosen without regard to any connection with affordable housing.

(b) *Term.* Six (6) initial members shall serve three-year terms following their appointment, while the remaining initial members shall serve two-year terms following their appointment. All members or their successors may thereafter be appointed for two-year terms at the sole discretion of the board of county commissioners. If a member is unable to finish his or her term, his or her replacement shall serve the remainder of the departed member's existing term before being eligible for an appointment to a new two-year term. Alternates shall serve a term of two (2) years.

(c) *Meetings.* Meetings shall be held monthly for the first year of committee existence and quarterly, or more frequently, as necessary thereafter. The committee shall comply with the Florida Government in the Sunshine Law, the Florida Public Records Laws including F.S. ch. 119, and the special provisions regarding notice of plan considerations found in F.S. ch. 420. Minutes of the meeting will be kept by Sumter County staff and the meetings shall be recorded via audio recording.

(d) *Officers.* The committee shall annually elect a chairperson, vice chairperson, and such other officers as it deems necessary. The chairperson is charged with the duty of conducting the meeting in a manner consistent with Florida law and Roberts Rules of Order.

(e) *Support.* Administrative and facility support for advisory committee shall be provided by the board of county commissioners and housing services staff.

(f) *Duties.* The advisory committee shall have the following duties:

(1) Review established policies and procedures, ordinances, land development regulations, and the adopted county comprehensive plan, and recommend specific initiatives to encourage or facilitate affordable housing while protecting 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; those creations of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances or plan provisions. Triennially, the advisory committee shall make recommendations on affordable housing incentives in the following areas to the board of county commissioners:

a. The processing of approvals of development orders or permits, for affordable housing projects is expedited to a greater degree than other projects, as provided in F.S. § 163.3177(6)(f)3.

b. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

c. The allowance of flexibility in densities for affordable housing.

d. The reservation of infrastructure capacity for housing for very-low-income persons, low-income persons, and moderate-income persons.

e. The allowance of affordable accessory residential units in residential zoning districts.

f. The reduction of parking and setback requirements for affordable housing.

g. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

h. The modification of street requirements for affordable housing.

i. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

j. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

k. The support of development near transportation hubs and major employment centers and mixed-use developments.

The committee recommendations must also include other affordable housing incentives identified by the advisory committee. The committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be advertised in a newspaper of greatest general circulation in Sumter County.

(2) The committee shall serve as the Community Development Block Grant Citizen Advisory Task Force (CATF), pursuant to F.S. § 290.046. The committee shall meet as the CATF as needed to review and monitor Community Development Block Grant projects consistent with the requirements of 73C-23.0041(5)(d), Florida Administrative Code.

(Ord. No. 2015-12, § 1(Exh. A), 7-28-15; Ord. No. 2016-07, § 3(Exh. A), 5-24-16)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Construction Industry Licensing/Fire Code Board of Appeals Vacancy (Board's Option).

REQUESTED ACTION: **Board's Option**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity: N/A
Effective Date: 11/15/2018 Termination Date: 11/15/2021
Managing Division / Dept: **Building & Code / Development Services**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The Construction Industry Licensing/Fire Code Board of Appeals evaluates and approves/disapproves contractors for local licensing. The Construction Industry Licensing/Fire Code Board of Appeals acts in the capacity of an impartial hearing board for complaints against licensed contractors and disciplines licensed contractors when warranted. The Construction Industry Licensing/Fire Code Board of Appeals also hears reports of unlicensed contractor activity and refers reports to the Commission or State Attorney's Office when warranted.
Appointment: The Board shall consist of five (5) members appointed by the Board. Each member shall be a legal, bona fide resident of Sumter County, Florida, and meet all other appointee requirements established by the Board. All contractors appointed shall hold an active Sumter County Competency Card or a Florida Certified License.

Sector	Position Status	Term
Architect	Christopher Bowers	11/15/2018 - 11/15/2021
Business Person	Eleazar Flores	11/15/2018 - 11/15/2021
Engineer	Deborah Snyder	11/15/2018 - 11/15/2021
Fire Protection Contracting	Vacant	11/15/2018 - 11/15/2021
General Contractor	Thomas Cattell	11/15/2018 - 11/15/2021

Attachments: Ordinance

One vacancy is currently open for applications.

Prepared by: **Charlene Pittman** **Grammarly Check** ☒

Sec. 6-22. - Construction Industry Licensing Board of Sumter County.

There is hereby established and continued the Construction Industry Licensing Board of Sumter County which shall hereinafter be referred to as the "licensing board."

(a) *Powers and duties.* The primary responsibilities of the licensing board shall be as follows:

(1) To evaluate and approve/disapprove contractors for local licensing via the issuance of competency cards, except when a contractor applies for a competency card through the reciprocity procedures set forth in section 6-29. When a contractor applies for a competency card through the reciprocity procedures of this code, the building official shall be responsible for the approval/disapproval of such applications.

(2) To act in the capacity of an impartial hearing board for complaints against licensed contractors and to discipline said licensed contractors when warranted.

(3) To act in the capacity of an impartial hearing board on reports of unlicensed contractor activity, and to refer said reports to the board when warranted.

(b) *Appointment, terms and attendance of members.*

(1) *Appointment.* The licensing board shall consist of five (5) members appointed by the board of county commissioners. Each member shall be a legal, bona fide resident of the county and meet all other appointee requirements established by the board. Membership shall be consistent with 61G4-20.001(1)(b) of the Florida Administrative Code. All contractors appointed shall hold an active competency card or a state certificate of competency.

(2) *Terms.* The term of office for each member of the licensing board shall be three (3) years. Each member of the licensing board shall serve until his or her successor is qualified and begins serving on the licensing board. Members of the licensing board shall be eligible for re-appointment.

(3) *Attendance.* Licensing board members serve at the pleasure of the board and may be suspended or removed for cause. If any member fails to attend two (2) of three (3) successive meetings without cause and approval of the chair, the licensing board may, by majority vote, declare that member's position vacant and notify the board, who shall promptly fill such vacancy. A member who ceases to be a resident of the county, or a contractor member who does not hold a current license, shall be automatically dismissed.

(4) *Officers.* The licensing board shall elect from among its members a chairman and vice-chairman annually. Officers shall serve for a term of one (1) year, with eligibility for subsequent re-election.

(5) *Meetings.* The licensing board shall meet at 6:00 p.m. on an as-needed basis at the designated location at which the board conducts its scheduled business. Applicants will be notified of the specific meeting date and location through the letter of notification sent to the applicant by the department. The department shall furnish a secretary who shall maintain written or electronically produced minutes of each meeting and provide clerical services for the licensing board. The county attorney or county attorney designee (also an attorney) shall be present at all meetings. Meetings may be rescheduled to a date certain if a quorum, is not available, or, in the alternative, if the building official finds the scheduled agenda items are not of an urgent nature, the issues for consideration shall be added to the next scheduled licensing board meeting agenda.

(6) *Quorum and voting.* A quorum for the licensing board shall consist of a simple majority of the duly appointed members. All members of the licensing board shall vote on each motion that comes before the board, unless a legally recognized conflict of interest exists, in which case a conflict of interest form shall be filed with the licensing board secretary, thus excusing said member from voting on any such matter.

(7) *Rules and regulations.* The licensing board may establish and adopt rules and regulations, in compliance with this article, for the conduct of its members and shall include such actions in the written minutes of the meeting.

(Ord. No. 2009-03, 3-10-09; Ord. No. 2015-11, § 3, 6-23-15; Ord. No. 2017-04, § 3A, 2-28-17; Ord. No. 2018-06, § 3, 2-27-18)

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Public Safety Coordinating Council Vacancies (Board's Option).**

REQUESTED ACTION: **Board's Option**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Administrative Services**

BUDGET IMPACT:
FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

Chapter 951.26 Florida Statutes provides that each Board of County Commissioners (BOCC) shall establish a county Public Safety Coordinating Council. Chapter 394.657 allows each BOCC to designate the existing Public Safety Coordinating Council as the Planning Council.

The chairperson of the Board of County Commissioners, or another County Commissioner as designee, shall serve as the chairperson of the council until the council elects a chairperson from the membership of the council.

Sector	Member
State Attorney	Brad King
Public Defender	Mike Graves
Chief Circuit Judge	William Hallman III
Chief County Judge	Paul Militello
Chief Correctional Officer	Major Reece Thompson
Sheriff	William Farmer
Police Chief	Vacant
State Probation Administrator (4-year term)	Susan Cizmadia
Court Administration	Lorna Barker
BOCC Commissioner	Doug Gilpin
Director of County Probation (4-year term)	Bradley Arnold
Director of Local Substance Abuse Program (4-year term)	Jonathan Cherry
Director of Community Mental Health	Vacant
DCF Mental Health Representative	Vacant
Consumer of Mental Health Services	Vacant - Selected by Community Mental Health Director
Consumer of Community-Based Treatment Services	Vacant - Selected by Community Mental Health Director
Consumer of Substance Abuse Services	Vacant – Selected by Community Mental Health Director

Family Member of Consumer of Treatment Services	Vacant – Selected by Community Mental Health Director
Homeless Program/Housing Representative	Vacant
Director of Detention Facility of Juvenile Justice	Vacant
Chief Probation Officer of Juvenile Justice	Vacant
Jobs Program Representative (4-year term)	Vacant

The positions designated above as four-year terms will be a term from November 22, 2016 - November 22, 2020.

Prepared by: Charlene Pittman **Grammarly Check** ☒

SUMTER COUNTY RESOLUTION 2018- 25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA DESIGNATING THE SUMTER COUNTY PUBLIC SAFETY COORDINATING COUNCIL AS THE SUMTER COUNTY PLANNING COUNCIL

WHEREAS, The Sumter County Public Safety Coordinating Council established by Florida Statutes 951.26 is to meet at the call of the chairman of the committee for purpose of assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded, and

WHEREAS, Such recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county, and

WHEREAS, Each Board of County Commissioners shall designate the county public safety coordinating council or designate another criminal or juvenile justice mental health and substance abuse council or committee, as the planning council or committee as established in Florida Statutes 394.657, and

WHEREAS, the Board of County Commissioners may assign any entity to prepare the application on behalf of the county administration for submission to the Criminal Justice, Mental Health, and Substance Abuse Statewide Grant Review Committee for review.

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

Sumter County hereby designates the Sumter County Public Safety Coordinating Council as the Sumter County Planning Council for the purpose of:

1. Making a formal recommendation to the Board of County Commissioners regarding how the Criminal Justice, Mental Health, and Substance Abuse Reinvestment Grant Program may best be implemented within a community.
2. Assessing the population status of all detention or correctional facilities owned by the county and formulating recommendations to ensure that the capabilities of such facilities are not exceeded.
3. Recommendations shall include an assessment of the availability of pretrial intervention or probation programs, work-release programs, substance abuse programs, gain-time schedules, applicable bail bond schedules, and the confinement status of the inmates housed within each facility owned or contracted by the county.

DONE and RESOLVED at Bushnell, Sumter County, Florida this 10th day of April 2018.

Effective Date. This Resolution shall take effect on April 16, 2018.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY

Attest:

Caroline AlRestimawi
Deputy Clerk

Al Butler
Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Sumter County Public Library Advisory Board (SCPLAB) Vacancy (Board's Option).

REQUESTED ACTION: **Board's Option**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Library Services**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The SCPLAB purpose will be to formulate recommendations to the Library Single Administrative Head (LSAH), County Administrator (CA) and the Sumter County Board of County Commissioners (BOCC) for improving technology services. SCPLAB Membership shall be comprised of five at-large voting members with two-year terms commencing October 1, 2019 and one ex-officio member. The Bylaws specify that SCPLAB meetings will take place on the first Thursday of May and November.

Sector	Name	Term
At-Large Member	Vacant	10/1/2019 - 9/30/2021
At-Large Member	Lynn Harpool	10/1/2019 - 9/30/2021
At-Large Member	Roseann Samson	10/1/2019 - 9/30/2021
At-Large Member	Elizabeth Lillie	10/1/2019 - 9/30/2021
At-Large Member	Beverly Rovelli	10/1/2019 - 9/30/2021

Prepared by: **Charlene Pittman** **Grammarly Check** ☒

SUMTER COUNTY RESOLUTION 2013- 39

A RESOLUTION OF SUMTER COUNTY, FLORIDA, RE-ESTABLISHING A COUNTYWIDE LIBRARY SYSTEM ADVISORY BOARD, PROVIDING TERMS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the intent of Board of County Commissioners to provide open public library services for all the citizens of Sumter County consistent with the Interlocal Service Boundary Agreements with the Cities of Bushnell, Center Hill, Webster, and Wildwood and;

WHEREAS, Section 125.01 (f), Florida Statutes, gives the Board of County Commissioners of Sumter County the authority to provide libraries as a matter of great public interest, and;

WHEREAS, it is desirable to have a countywide library system advisory board in order to provide recommendations of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services.

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

1. The currently appointed members of the formerly established Sumter County Public Library Advisory Board (SCPLAB) are hereby removed without prejudice.
2. There is hereby established the SCPLAB meeting the purpose of improving technology services for the countywide library system to support the goal of maintaining modern/up-to-date services
3. The membership shall be composed of five (5) at-large voting members and one (1) ex-officio member that is the Sumter County Library Single Administrative Head.
4. The at-large voting members shall be appointed by the Sumter County Board of Commissioners for a term of two years commencing October 1, 2013.

PASSED, ADOPTED AND APPROVED THIS 27th day of August 2013.

Effective Date. This resolution supersedes February 14, 2012 Resolution and shall take effect on August 27, 2013.

ATTEST:

BOARD OF COUNTY COMMISIONERS
OF SUMTER COUNTY, FLORIDA

BOARD OF COUNTY COMMISSIONERS SEAL SUMTER COUNTY BUSHNELL, FL

Connie Webb, D.C.
Clerk

By: Doug Gilpin, Chairman

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Tourist Development Council (TDC) Vacancy (Board's Option).**

REQUESTED ACTION: **Board's Option**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

Section 125.0104(4), Florida Statute, Sumter County established The Sumter County Tourist Development Council, indicating the intention of the county to consider the enactment of an ordinance levying and imposing the Tourist Development Tax.

The council shall be established by ordinance and composed of nine members who shall be appointed by the governing board. The chair of the governing board of the county or any other member of the governing board, as designated by the chair, shall serve on the council. Two members of the council shall be elected municipal officials, at least one of whom shall be from the most populous municipality in the county or sub-county special taxing district in which the tax is levied. Six members of the council shall be persons who are involved in the tourist industry and who have demonstrated an interest in tourist development, of which members, not less than three or more than four, shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the county and subject to the tax. All members of the council shall be electors of the county. The governing board of the county shall have the option of designating the chair of the council or allowing the council to elect a chair. The chair shall be appointed or elected annually and may be reelected or reappointed.

Sector	Position Status	Term
Chair	Doug Gilpin	
RV/Motel Owner/Operator	Raquel Nacaxe	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Vacant	11/01/2016 - 11/01/2020
RV/Motel Owner/Operator	Bobby Hunt	11/01/2018 - 11/01/2022
Tourist Industry	Rebecca Morrison	11/01/2016 - 11/01/2020
Tourist Industry	Evelyn Stetler	11/01/2018 - 11/01/2022
Tourist Industry	Ronald McMahon	11/01/2018 - 11/01/2022
Municipality	Don Levens	11/01/2018 - 11/01/2022
Sub-County Taxing Dist. Municipality(Large)	Joe Elliott	11/01/2016 – 11/01/2020

Prepared by: **Charlene Pittman** **Grammarly Check** ☒

Sec. 14-7. - Tourist development tax.

(a) *Definitions.* The definitions as set forth in F.S. § 125.0104(2)(b) are incorporated into this section by reference.

(b) The original county tourist development tax plan developed by the county tourist development council and submitted to the board of county commissioners on August 17, 2004, was hereby adopted. The exhibit A to the county tourist development tax plan under Ordinance 2013-08 shall be amended to read as stated in "Exhibit A" attached hereto and incorporated as if stated fully herein. This amendment shall take effect upon recording with the Secretary of State by the Sumter County Clerk, on a date no later than October 1, 2018.

(c) There is hereby levied and imposed within the entire area of the county, a tourist development tax in the amount of two (2) percent of each dollar and major fraction of each dollar of the total consideration charged for lease or rental of properties as set forth in F.S. § 125.0104(3).

(d) There is hereby created a permanent county tourist development council as set forth in F.S. § 125.0104(4)(e).

(e) All revenues derived from the tourist development tax, if approved, shall be utilized consistent with the provisions of F.S. § 125.0104 and the tourist development tax plan adopted herein.

(Ord. No. 2004-25, §§ 1—3, 5, 6, 8-31-04; Ord. No. 2010-22, § 1, 11-23-10; Ord. No. 2013-08, § 1, 07-09-13; Ord. No. 2018-17, § 3, 6-26-18)

Editor's note— Ord. No. 2004-25, adopted Aug. 31, 2004 and passed at an election held Nov. 2, 2004, did not specifically amend the Code. Hence, its inclusion herein as section 14-7 was at the discretion of the editor.

Editor's note— Exhibit A as referenced above has not been set out, but may be inspected at the county office.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Inventory Transactions – Disposal and Surplus of Property (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

Per the Sumter County Board of County Commissioners Tangible Personal Property Policy, Section IV Property Transfers, and Surplus Property and Section IV Cannibalization and Disposal of Property.
The request for the Board is to approve the inventory transactions as noted below:

Description	Asset Tag #	Custodian	Action
APS 1000 Portable Radio	06622	Radio Comm	Dispose

Prepared by: **Suzanne Hammer** **Grammarly Check** ☒

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Budget Amendment A-20 (Staff Recommends Approval)**

REQUESTED ACTION: **Approve Budget Amendment A-20**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT: Funds 001, 119, 120, 127, 305, 310, and 501 – Adjustments current fiscal year for the FY 20/21 budget preparation

FUNDING SOURCE: **Varies (see attachment)**

Type: N/A **EXPENDITURE ACCOUNT:** **Varies (see attachment)**

HISTORY/FACTS/ISSUES:

Note: A correction to A-19 is noted here for the Transfers To/From Secondary Trust Fund/General Fund as $1,298,761 and Fund 305 Transfer from General Fund, and the new expenditure amounts were $43,400 respectively. This Budget Amendment (A-20) recognizes the additional SHIP funds from July 1 through September 30, adjust Fund 310 to projected expenditures for the current fiscal year. It modifies Fund 127 for changes in projected revenues, the elimination of utility expenditures, and to adjust for new courthouse security infrastructure. This amendment also increases the budget to meet the required payment to the City of Coleman Redevelopment Area and increase the budget of the City of Wildwood Redevelopment Area. This budget amendment changes the accounting for health insurance for greater transparency and consistency with the proposed FY 20/21 budget. Finally - this amendment advances the placement of three cameras at the Belvedere library and the renovation of a section of the Property Appraiser Office in Bushnell.

Prepared by: **Bradley Arnold** **Grammarly Check** ☒

BOARD OF SUMTER COUNTY COMMISSIONERS
BUDGET AMENDMENT

FISCAL YEAR: 2019-2020

AMENDMENT #: A-20
AGENDA DATE 7/14/2020

FUND NAME	ACCOUNT TYPE	ACCOUNT TITLE	ACCOUNT NUMBER	AMENDED BUDGET BALANCE (6/23/20)	REVENUE INCREASE	REVENUE DECREASE	EXPENDITURE INCREASE	EXPENDITURE DECREASE	AMENDED BUDGET BALANCE (7/14/20)
General Fund	Expenditure	Coleman Redevelopment	001-412-554-8110	$ 42,269			$ 1,687		$ 43,956
General Fund	Expenditure	Wildwood Redevelopment	001-412-554-8103	$ 141,606			$ 414		$ 142,020
General Fund	Expenditure	Regular Salaries and Wages	001-017-513-1200	$ 393,188				$ 2,101	$ 391,087
General Fund	Expenditure	Sheriff Life and Health Insurance	001-310-521-2300	$ -			$ 5,119,499		$ 5,119,499
General Fund	Expenditure	Constitutional Officers Life and Health Ins	001-025-513-2300	$ -			$ 876,000		$ 876,000
General Fund	Expenditure	Transfer to Group Health Fund	001-980-581-9139	$ 5,995,499				$ 5,995,499	$ -
General Fund	Expenditure	IT - Library - Operating Supplies	001-415-571-5200	$ 17,249			$ 1,000		$ 18,249
General Fund	Expenditure	Transfer to Capital Outlay Reserve	001-980-581-9135	$ 1,529,400			$ 130,000		$ 1,659,400
General Fund	Expenditure	Reserve for Contingencies	001-991-999-9300	$ 5,840,653				$ 131,000	$ 5,709,653
SHIP 19/20	Revenue	SHIP Mortgage Payments	119-369950	$ 90,000	$ 147,382				$ 237,382
SHIP 19/20	Expenditure	Other Services	119-553-554-3400	$ 1,600			$ 150		$ 1,750
SHIP 19/20	Expenditure	Housing Replacement	119-553-544-3446	$ 449,268			$ 147,132		$ 596,400
SHIP 19/20	Expenditure	Recording Fees-Admin	119-553-554-4940	$ 300			$ 100		$ 400
SHIP 20/21	Revenue	SHIP Mortgage Payments	120-369950	$ -	$ 33,000				$ 33,000
SHIP 20/21	Expenditure	Emergency Repair	120-554-554-3420	$ -			$ 10,000		$ 10,000
SHIP 20/21	Expenditure	Downpayment and Closting Costs	120-554-554-4920	$ -			$ 20,000		$ 20,000
SHIP 20/21	Expenditure	Recording Fees - Admin	120-554-554-4940	$ -			$ 100		$ 100
SHIP 20/21	Expenditure	Recording Fees - Program	120-554-554-4945	$ -			$ 2,900		$ 2,900
Court Improvement Fund	Revenue	State Court Facility Surcharge	127-348930	$ 288,686		$ 38,686			$ 250,000
Court Improvement Fund	Expenditure	Utilities	127-103-712-4300	$ 180,000				$ 180,000	$ -
Court Improvement Fund	Expenditure	Repair and Maint Service	127-103-712-4600	$ 220,000				$ 120,000	$ 100,000
Court Improvement Fund	Expenditure	Operating Supplies	127-103-712-5200	$ 20,156			$ 4,844		$ 25,000
Court Improvement Fund	Expenditure	Buildings	127-103-712-6200	$ 191,053				$ 191,053	$ -
Court Improvement Fund	Expenditure	Infrastructure	127-103-712-6300	$ 86,000			$ 447,523		$ 533,523
Capital Outlay Reserve Fund	Revenue	Transfer from General Fund	305-381160	$ 1,529,400	$ 130,000				$ 1,659,400
Capital Outlay Reserve Fund	Expenditure	Renovation of Property Appraiser Office	305-100-513-6230	$ -			$ 130,000		$ 130,000
2019 Loan Construction Projects Fund	Expenditure	ROW Buena Vista Blvd Ext S of SR 44	310-340-541-6104	$ 5,000,000				$ 5,000,000	$ -
2020 Loan Construction Projects Fund	Expenditure	Buena Vista Blvd Ext S of SR 44	310-340-541-6347	$ 15,000,000				$ 14,102,272	$ 897,728
2021 Loan Construction Projects Fund	Expenditure	CR 525E Phase II Improvements	310-340-541-6544	$ 2,119,014				$ 2,000,000	$ 119,014
2022 Loan Construction Projects Fund	Expenditure	Reserve for Cash Balance Forward	310-996-999-9301	$ -			$ 21,102,272		$ 21,102,272
Group Insurance Fund	Revenue	Premiums - Employer	510-341200	$ 1,710,000	$ 5,995,499				$ 7,705,499
Group Insurance Fund	Revenue	Transfer from General Fund	501-381004	$ 5,995,499		$ 5,995,499			$ -
				Totals	$ 6,305,881	$ 6,034,185	$ 27,993,621	$ 27,721,925	

Total Budget Change $ -

Note: A correction to A-19 is noted here for the Transfers To/From Secondary Trust Fund/General Fund as $1,298,761 and Fund 305 Transfer from General Fund and the new expenditure amounts were $43,400 respectively. This Budget Amendment (A-20) recognizes the additional SHIP funds from July 1 through September 30, adjust Fund 310 to projected expenditures for the current fiscal year. It modifies Fund 127 for changes in projected revenues, the elimination of utility expenditures, and to adjust for new courthouse security infrastructure. This amendment also increases the budget to meet the required payment to the City of Coleman Redevelopment Area and increase the budget of the City of Wildwood Redevelopment Area. This budget amendment changes the accounting for health insurance for greater transparency and consistency with the proposed FY 20/21 budget. Finally - this amendment advances the placement of three cameras at the Belvedere library and the renovation of a section of the Property Appraiser Office in Bushnell.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Purchase Order Approval for FY 2019/2020 (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval.**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Purchasing**

BUDGET IMPACT:
. **FUNDING SOURCE:**

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

The attached list of open purchase requisitions is recommended for approval. In accordance with the County's Purchasing Policies and Procedures, purchase requests $25,000 and over must be approved by the Sumter County Board of County Commissioners.

The attached Open Requisitions Report is recommended for approval.

Prepared by: **Becky Segrest** **Grammarly Check** ☒

SUMTER BOARD OF COMMISSIONERS

Open Requisitions Report

Only Possesion Groups :BOCC Minimum Amount: 9,999,999.00-

Approval Group	Requisition No	Requisition Interface	Approval Status	Fiscal Year	EMG	Initiator	Creation Date	Last Action By	Possession	Requisition Total
DIV	00019986	PO	Waiting	2020	No	CLARISEY	07/07/20	BARNOLD	BOARD APPROV	155,071.00

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
1	1.00	155,071.00	155,071.00	G/L: 001-131-538-3445 V: 8965-A+ENVIRONMENTAL RESTORATION, L

Description: ITB 023-0-2020/RS Sumter County Canal Cleaning Project

FM	00019989	PO	Waiting	2020	No	JVALDEZ	07/08/20	BARNOLD	BOARD APPROV	87,311.00

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
1	1.00	87,311.00	87,311.00	G/L: 308-182-522-6252 V: 7957-SAFE AIR CORPORATION

Description: Owner Direct Purchase for the Sumter County Fire Station #33

FM	00019998	PO	Waiting	2020	No	JVALDEZ	07/09/20	BARNOLD	BOARD APPROV	129,785.94

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
1	1.00	129,785.94	129,785.94	G/L: 305-100-513-6230 V: 8363-J. A. STANDRIDGE CONSTRUCTION

Description: Interior Renovation of Property Appraiser's Office

FM	00019988	PO	Waiting	2020	No	JVALDEZ	07/07/20	BARNOLD	BOARD APPROV	38,400.00

Line	Qty	Unit Price	Ext Price	Vendor / G/L Account
1	1.00	38,400.00	38,400.00	G/L: 127-103-712-6300 V: 7833-THE LUNZ GROUP

Description: Ballistic Hardening of the Security Vestibule at the Judicial Center

** Totals ** Count: 4 410,567.94

Approved By: _____ Date: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Award and Enter into Contract with A+ Environmental Restoration, LLC for ITB 023-0-2020/RS Sumter County Canal Cleaning Project (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: A+ Environmental Restoration, LLC

Effective Date: 07/14/2020 Termination Date: 7/13/2022

Managing Division / Dept: **Engineering**

BUDGET IMPACT: $155,071.00 FY 19/20

FUNDING SOURCE: **General Fund**

Type: Annual **EXPENDITURE ACCOUNT:** **001-131-538-3445**

HISTORY/FACTS/ISSUES:

ITB 023-0-2020/RS Sumter County Canal Cleaning Project was broadcasted on 5/29/2020. Bids were due on 6/29/2020 at 2:30 p.m. and opened at 2:35 p.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, FL 33513.

Four (4) bids were received from the following vendors:

1.	A+ Environmental Restoration, LLC	$155,071.00
2.	Zulu Marine Services, Inc.	$216,904.00
3.	Earth Balance Corporation	$229,500.00
4.	C&M Dredging, Inc.	$243,879.00

The Selection Committee met on 6/30/2020 at 12:00 p.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, FL 33513. The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to enter into contract with A+ Environmental Restoration, LLC as the lowest responsive/responsible bid.

The following items are attached: Bid opening meeting minutes from 6/29/2020, Selection Committee meeting minutes from 6/30/2020, A+ Environmental Restoration, LLC submittal and Agreement.

Prepared by: **Becky Segrest** **Grammarly Check** ☒

The Villages®

DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Jackie Lancero**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal **#00945745** in the matter of **NOTICE OF INVITATION TO BID (ITB)**
was published in said newspaper in the issues of
MAY 29, 2020

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor 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.

(Signature Of Affiant)

Sworn to and subscribed before me this 2 day of June 2020.

Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification
Type of Identification Produced

Attach Notice Here:

ROBIN L. BALDESCHWIELER
MY COMMISSION # GG 026382
EXPIRES: October 10, 2020
Bonded Thru Notary Public Underwriters

INVITATION TO BID (ITB)

Notice is hereby given that the Sumter County Board of County Commissioners (BOCC) will receive bids for the following: "ITB #023-0-2020/RS Sumter County Canal Cleaning Project"

Bid information is available upon request by calling (352) 689-4400, by coming to the Sumter County Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513, or by contacting Demand Star at 1-800-711-1712 or www.DemandStar.com.

All inquiries and questions regarding this invitation to bid must be made only to the contact identified below and shall be made in writing by fax, e-mail, or mail:

Mrs. Becky Segrest, Assistant Purchasing Agent/Logistics Manager Mailing Address: Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513 E-mail: Becky.Segrest@sumtercountyfl.gov
Fax: (352) 689-4401

The deadline for submission of questions relating to this bid shall be June 11, 2020, by 5:00 p.m. A copy of the bid must be obtained in order to view the items being requested by the BOCC.

All bids are due by 2:30 p.m. on June 29, 2020, to the address listed above. Late submittals will be unopened. ITB submittals must be clearly marked: "ITB #023-0-2020/RS Sumter County Canal Cleaning Project."

Upon submission, all bids will become the property of the BOCC, who has the right to use any or all ideas presented in any packages submitted in response to this ITB, whether or not the bid is accepted. Bids will be opened at 2:35 p.m. on June 29, 2020, in the Training Room located at 319 E. Anderson Avenue, Bushnell, Florida 33513.

The Selection Committee shall meet on June 30, 2020, at 12:00 p.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, Florida 33513 to review and discuss the bids.

The Selection Committee's recommendation will be presented to the BOCC on July 14, 2020.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA
#00945745 **May 29, 2020**

ITB 023-0-2020/RS Sumter County Canal Cleaning Project - Bid Opening Minutes

The meeting was held on 6/29/20 at 2:35 p.m. in the Public Works Training Room, 319 East Anderson Avenue, Bushnell, FL 33513.

Becky Segrest, Assistant Purchasing Agent/Logistics Manager, and Emilly Morrison, Purchasing Technician were present on behalf of the Purchasing Division.

Becky Segrest opened the meeting and read aloud the remaining ITB dates as follows:

- Selection Committee meeting will be held on 6/30/20 at 12:00 p.m. in the Public Works Training Room.
- Recommendations to award and enter into contract will go to the Sumter County Board of County Commissioners on 7/14/20.

Becky stated that all items on the Bid Document Checklist will be verified. If any items are omitted or found to be non-compliant then the Purchasing Agent will be notified and will determine if the Bid is responsive or non-responsive.

Four (4) bid packages were received on time and opened. The ITB requirements were verified as follows:

ITB Requirements	A+ Environmental Restoration, LLC.	Zulu Marine Services, Inc.	C&M Dredging, Inc.	EarthBalance Corporation
1 original, 3 copies, 1 electronic copy	Included	Included	Included	Included
ITB Cover Page	Included	Included	Included	Included
Bid Document Checklist	Included	Included	Included	Included
Exceptions or Deviations Sheet	Included	Included	Included	Included
Bidder Certification/Addenda Acknowledgement Form	Included	Included	Included	Included
Statement of General Terms and Conditions	Included	Included	Included	Included
A sworn, notarized Statement of Firms Experience and Personnel	Included	Included	Included	Included
Drug Free Work Place Certificate	Included	Included	Included	Included
Hold Harmless Agreement	Included	Included	Included	Included
FDOT Certification of Qualification	Included	Missing	Including	Included
E-Verify Certification Form and electronic signature page from MOU	Included	Missing Electronic	Including	Included
Anti-Collusion Statement	Included	Included	Including	Included
5% Bid Bond	Included	Included	Including	Included
Statement of Public Entity of Crimes	Included	Included	Included	Included
Bid/Price Form (FY 2020)	Included **$155,071.00**	Included **$216,904.00**	Included **$243,879.00**	Included **$229,500.00**
Certificate of Insurability	Included	Including	Included	Included

The meeting adjourned at 2:53 p.m.

① Cem Dredging Environmental

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☐ One (1) original bid, clearly labeled "Original"
- ☐ Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- ☐ Bidder Certification / Addenda Acknowledgement Form
- ☐ Statement of General Terms and Conditions
- ☐ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☐ A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- ☐ A sworn, notarized Statement of Public Entity Crimes
- ☐ Bid / Price Form
- ☐ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- ☐ Anti-Collusion Statement
- ☐ Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☐ Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- ☐ E-Verify Certification Form
- ☐ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- ☐ Bid Document Checklist of Items Required to be Submitted

- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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② A+ Environmental Restoration

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

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- ☑ Hold Harmless Agreement

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- ☑ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- ☑ Bid Document Checklist of Items Required to be Submitted

- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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(3) Zulu Marine Services

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

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- ☑ A sworn, notarized Statement of Public Entity Crimes
- ☑ Bid / Price Form
- ☐ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- ☑ Anti-Collusion Statement
- ☑ Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☑ Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- ☑ E-Verify Certification Form
- ☐ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date. *
- ☑ Bid Document Checklist of Items Required to be Submitted

- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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(4) Earthbalance

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- ☐ One (1) original bid, clearly labeled "Original"
- ☐ Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- ☐ Bidder Certification / Addenda Acknowledgement Form
- ☐ Statement of General Terms and Conditions
- ☐ A sworn, notarized Statement of Contractor's Experience and Personnel
- ☐ A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- ☐ A sworn, notarized Statement of Public Entity Crimes
- ☐ Bid / Price Form
- ☐ A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- ☐ Anti-Collusion Statement
- ☐ Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- ☐ Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- ☐ E-Verify Certification Form
- ☐ Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- ☐ Bid Document Checklist of Items Required to be Submitted

(4)

- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .

    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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SIGN – IN SHEET

DATE: 6-29-20

TIME: 2:35 pm Traning Room

BID/RFP/RFQ NAME: ITB023-0-2020,

- O Pre-Bid/Proposal/Qualifications Meeting
- ☒ Bid/RFP/RFQ Opening
- O Selection Committee Meeting
- O Vendor Presentations / Selection Committee Meeting

Please list all the companies you are representing beside your name.

NAME	COMPANY
Becky Segrest	BOCC Purchasing
Emily Merkerson	BOCC Purchasing
Lupe Gonzalez	A+ Environmental
Jean-Paul Galbreath	C-M Dredging
[illegible]	PW – BOCC

Selection Committee Meeting Minutes for ITB 023-0-2020/RS Sumter County Canal Cleaning Project.

The meeting was held on June 30, 2020 at 12:00 p.m. in Room 102 located at the Public Works Training Room, 319 East Anderson Avenue, Bushnell, FL33513.

Steven Cohoon, Engineer, Shailesh Patel, Assistant Public Works Director, and Donald Wade, Construction and Traffic Inspector, were present on behalf of the Selection Committee.

Emilly Morrison, Purchasing Technician, was present on behalf of the Purchasing Division.

Emilly announced that the recommendation of the Selection Committee will go to the Sumter County Board of County Commissioners (BOCC) for award and to enter into a contract on July 14, 2020.

The Selection Committee agreed to recommend to the Sumter County Board of County Commissioners to award and enter into contract with A+ Environmental Restoration, LLC. as the lowest responsive/responsible bidder.

The meeting adjourned at 12:16 p.m.

SIGN – IN SHEET

DATE: 6-30-20

TIME: 12:00 pm Training Room

BID/RFP/RFQ NAME: ITB 023-0-2020/RS

- ○ Pre-Bid/Proposal/Qualifications Meeting
- ○ Bid/RFP/RFQ Opening
- ✓ Selection Committee Meeting
- ○ Vendor Presentations / Selection Committee Meeting

Please list all the companies you are representing beside your name.

NAME	COMPANY
Emilly Morrow	BOCC - Purchasing
Donald A Wade	BOCC P.W.
Shailesh Patel	PW/BOCC
[illegible]	PW/BOCC

ENVIRONMENTAL RESTORATION

BID NUMBER: ITB# 023-0-2020/RS

TITLE: SUMTER COUNTY CANAL CLEANING PROJECT

BID OPENING: June 29, 2020 @ 2:30PM

Sumter County Board of County Commissioners

Attn: Purchasing Division

319 E. Anderson Avenue

Bushnell, Florida 33513

(352) 689-4400

Submitted By: A+ Environmental Restoration, LLC

4346 SW Hull Avenue

Arcadia, FL 34269

(863) 494-7585

ENVIRONMENTAL RESTORATION

COVER PAGE

INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization:
A+ Environmental Restoration, LLC

Federal Employer Identification Number (FEIN): 81-0876194

State of Florida License Number (If Applicable): CGC 1524978

Name of Contact Person: Krista Vigne

Title: Business Development

E-Mail Address: KRISTA@APERLLC.COM

Mailing Address: 4346 SW Hull Avenue

Street Address (if different):

City, State, Zip: Arcadia, FL 34269

Telephone: (863) 494-7585 **Fax:** N/A

Organizational Structure – Please Check One:

Corporation ☒ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: 10-9-2014 **State of Incorporation:** FL

States Registered in as Foreign Corporation: N/A

Authorized Signature:

Print Name: Jordan Deriso

Signature:

Title: President

Phone: (863) 494-7585

This document must be completed and returned with your Submittal.

BIDDER'S CERTIFICATION

ENVIRONMENTAL RESTORATION

BIDDER CERTIFICATION / ADDENDA ACKNOWLEDGEMENT FORM

Submit To: Sumter County Board of County Commissioners 319 E. Anderson Avenue Bushnell, FL 33513 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT

DUE DATE: June 29, 2020	**DUE TIME: 2:30 P.M.**	**ITB # 023-0-2020/RS**

TITLE: Sumter County Canal Cleaning Project

VENDOR NAME:	**PHONE NUMBER:**
A+ Environmental Restoration, LLC	(863) 494-7585
VENDOR MAILING ADDRESS:	**FAX NUMBER:**
4346 SW Hull Avenue	N/A
CITY/STATE/ZIP:	**E-MAIL ADDRESS:**
Arcadia, FL 34269	KRISTA@APERLLC.COM

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Jordan Deriso, President		6-26-20
Authorized Agent Name, Title (Print)	Authorized Signature	Date

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

STATEMENT OF GENERAL TERMS AND CONDITIONS

STATEMENT OF TERMS AND CONDITIONS

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

INDEMNIFICATION: Indemn
ification, Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

PROHIBITION OF LOBBYING: During the black-out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

By signing this form, the Contractor/Vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud, IT IS AGREED BY THE UNDERSIGNED CONTRACTOR/VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S/VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR/VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS.

PROPOSER RESPONSIBILITY: Invitation by the Board to Vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: **All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.**

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards for Public Works ITBs and the electronic submission stamp of all other responses will establish the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit to BOCC a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a Vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Board shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Vendor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (Vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED: 6-26-20

(Signature and Date)

This document must be completed and returned with your Submittal.

ENVIRONMENTAL RESTORATION

CONTRACTOR'S EXPERIENCE AND PERSONNEL

STATEMENT OF VENDOR'S EXPERIENCE AND PERSONNEL

(Vendor may also provide any supplemental company or personnel information that will assist the Selection Committee in evaluating your bid).

VENDOR: A+ Environmental Restoration, LLC

DATE: 6-26-2020

1. How many years has your organization been in business as a general contractor under your present business name?
   5

2. List all previous business names of your organization:

   A+ Lawn Restoration, LLC

3. How many years of experience in general contracting? 12

   Prime Contractor 3 Subcontractor 9

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
Jordan Deriso	President / Secretary
Lauren Deriso	Vice President / Treasurer

5. Have you ever failed to complete any work awarded to you in the last 3 years?
   Yes _____ No X. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

Name		Position
Jordan Deriso		President
Type of Work	**Yrs. Experience**	**Yrs. With**
Grading, Stormwater, Mechanical Construction	12	5

Firm

JC Deriso		Manager
Name		Position
Grading, Structural Construction	12	5
Type of Work	Yrs. Experience	Yrs. With Firm

Jose Lupe Gonzalez		Crew Manager
Name		Position
Canal Maintenance, Vegetation Removal	20	4
Type of Work	Yrs. Experience	Yrs. With Firm

Alfonso Trejo		Crew Supervisor
Name		Position
Canal Maintenance, Vegetation Removal	5	3
Type of Work	Yrs. Experience	Yrs. With Firm

Joel Diaz		Crew Supervisor
Name		Position
Canal Maintenance, Vegetation Removal	5	3
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) contracts that you currently have.

Collier County - Twin Eagles Canal Maintenance	Naples, FL
Project	Location
May-July 2020	$331,439.96
Date	Contract Amount
Collier County	
Project Architect Contact Name and Phone Number	
Pawel Brzeski (239) 777-7773	
Owner's Contact Name and Phone Number	

Lee County - Exotic Vegetation Removal Along Canals	Lee County, FL
Project	Location
2018 - Current	~$250,000.00
Date	Contract

Amount

Lee County
Project Architect Contact Name and Phone Number

Wanda Wooten (239) 533-8138
Contact Name and Phone Number

Manatee County-Vegetation Removal, Planting and Maintenance Services
Project
Location

2019 - Current
Date
~$150,000.00
Contract
Amount

Manatee County
Project Architect Contact Name and Phone Number

Damon Moore (941) 567-8738
Contact Name and Phone Number

Collier County - Eagle Lakes Park
Project
Collier County, FL
Location

May 2019 - September 2019
Date
$155,077.70
Contract
Amount

Collier County
Project Architect Contact Name and Phone Number

Zamira DelToro (239) 877-8338
Contact Name and Phone Number

Lee County - Annual Environmental Maintenance
Project
Lee County, FL
Location

2018 - Current
Date
~$97,000.00
Contract
Amount

Lee County
Project Architect Contact Name and Phone Number

Nic Defilippo (239) 533-8983
Contact Name and Phone Number

VENDOR'S AFFIDAVIT

State of Florida
County of DeSoto

Before me personally appeared Jordan Deriso who is *(title)* President
of *(the company described herein)* A+ Environmental Restoration being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known X or Produced Identification

Sworn to and subscribed before me this 26th day of June, 2020

Krista Marie Vigne

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

(Print Name of Notary Public)

(seal)

KRISTA MARIE VIGNE
Notary Public – State of Florida
Commission # GG 120438
My Comm. Expires Jun 29, 2021
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

DRUG FREE WORKPLACE FORM

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

A+ Environmental Restoration, LLC

(print or type name of firm)

- 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 work place, 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 bid, 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or 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 work place, 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 work place 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".

Authorized Signature

June 26, 2020

Date Signed

State of: Florida

County of: DeSoto

Sworn to and subscribed before me this 26th day of June, 2020

Personally known X or Produced Identification _____

(Specify Type of Identification)

Krista Marie Vigne

Signature of Notary

My Commission Expires June 29, 2021

(seal)

KRISTA MARIE VIGNE
Notary Public - State of Florida
Commission # GG 120438
My Comm. Expires Jun 29, 2021
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

STATEMENT OF PUBLIC ENTITY CRIMES FORM

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. ITB 023-0-2020/RS for Sumter County Canal Cleaning Project.

2. This sworn statement is submitted by A+ Environmental Restoration, LLC
   (Name of entity submitting sworn statement)
   whose business address is:
   4346 SW Hull Avenue, Arcadia, FL 34269

   Its Federal Employer Identification Number (FEIN) is 81-0876194. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity or crime; or

   (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *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*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   _X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

   _____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Vendor list. (Please attach a copy of the final order.)

   _____ The person or affiliate was placed on the convicted Vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Vendor list. (Please attach a copy of the final order.)

   _____ The person or affiliate has not been placed on the convicted Vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Sworn to and subscribed before me this 26th day of June, 2020.

Personally Known X

Krista Marie Vigne

OR produced identification _____

Notary Public – State of FL

My commission expires June 29, 2021

_____
Type of identification produced

KRISTA MARIE VIGNE
Notary Public - State of Florida
Commission # GG 000
My Comm. Expires Jun 29, 2021
Bonded through National Notary Assn.

_____
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

BID/PRICE FORM

2020-Canal C, D, D-1, and F Maintenance		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$10,212.50
Canal C Spraying, Approximately 15,980 (+/-) (LF)	LS	$36,211.00
Canal D Cleaning, Approximate Length of Canal (including wetlands)= 8,195 (+/-)	LS	$26,349.50
Canal D-1 Cleaning, Approximate Length of Canal (including wetlands)= 5,413 (+/-)	LS	$15,702.00
Canal F Cleaning, Approximate Length of Canal (including wetlands)= 18,273 (+/-)	LS	$49,771.50
Canal C Restoration (450 LF of Vegetation Removal from Canal)	LS	$8,412.25
Canal C Restoration (450 LF of Sediment Removal from Canal)	LS	$8,412.25
	Total =	$155,071.00
2021 Work (Canal C-1, B, D, D-1, F, and G Maintenance)		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$13,975.00
Canal D Spraying, Approximate Length of Canal (including wetlands)= 8,195 (+/-)	LS	$19,308.00
Canal D-1 Spraying, Approximate Length of Canal (including wetlands)= 5,413 (+/-)	LS	$12,875.00
Canal F Spraying, Approximate Length of Canal (including wetlands)= 18,273 (+/-)	LS	$41,455.00
Canal G Spraying, Approximate Length of Canal (including wetlands)= 19,340 (+/-)	LS	$43,606.50
Canal C-1 Cleaning, Approximate Length of Canal (including wetlands)= 9,270 (+/-)	LS	$39,308.50
Canal B Cleaning, Approximate Length of Canal (including wetlands)= 27,086 (+/-)	LS	$95,050.00
	Total =	$265,578.00
2022 Work (Canal C, C-1, and B Maintenance)		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$10,750.00
Canal C Spraying, Approximately 15,980 (+/-) (LF)	LS	$33,694.50
Canal C-1 Spraying, Approximate Length of Canal (including wetlands)= 9,270 (+/-)	LS	$21,796.50
Canal B Spraying, Approximate Length of Canal (including wetlands)= 27,086 (+/-)	LS	$53,761.50
	Total =	$120,002.50
	Total of all Work=	$540,651.50

ENVIRONMENTAL RESTORATION

ANTI-COLLUSION STATEMENT FORM

ANTI-COLLUSION STATEMENT

By signing this form, the Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: A+ Environmental Restoration, LLC

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: President

ADDRESS: 4346 SW Hull Avenue

CITY & STATE: Arcadia, FL 34269

TELEPHONE: (863) 494-7585

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

_____

_____

_____

_____

_____

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

HOLD HARMLESS AGREEMENT

HOLD HARMLESS AGREEMENT

The Vendor is required to purchase and maintain minimum limits of $1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

A+ Environmental Restoration, LLC	
Vendor-Print Name	**Signature**
Sumter County Canal Cleaning Project	June 26, 2020
Project Name	**Date**

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

ENVIRONMENTAL RESTORATION

E-VERIFY FORM

E-Verify /Vendor/SubVendor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at http://www.dhs.gov/e-verify.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of registration on the Department of Homeland Security website http://www.dhs.gov/e-verfiy by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number and this E-Verify Certification form. In the case of vendors, this includes obtaining written certification from all sub-vendors who will participate in the performance of the contract. The certification below has been prepared for all County vendors to use for this purpose. All sub-vendor certifications must be kept on file with the contract and made available to the state and/or Sumter County upon request. E-Verify must be obtained prior to the due date established in this formal solicitation.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: A+ Environmental Restoration, LLC

Authorized signature:

Printed name & Title: Jordan Deriso, President

Address: 4346 SW Hull Avenue, Arcadia, FL 34269

Date: 6-26-2020

Telephone Number: (863) 494-7585

E-mail address: KRISTA@APERLLC.COM

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential Sumter County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract Vendor from performing services in any aspect to the Sumter County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

Company ID Number: 1170717

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the A+ Environmental Restoration, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or

b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 1170717

Approved by:

Employer A+ Environmental Restoration, LLC	
Name (Please Type or Print) Ashley Nieto	Title
Signature Electronically Signed	Date 02/15/2017
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature	Date

02/15/2017
Electronically Signed

Company ID Number: 1170717

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code	
Parent Company	
Number of Employees	
Number of Sites Verified for	

Company ID Number: 1170717

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA	1 site(s)

Company ID Number: 1170717

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Joel C Deriso
Phone Number	(863) 494 - 7585
Fax Number	
Email Address	jc@aplusenvironmentalrestoration.com

Name	Jordan Deriso
Phone Number	(863) 494 - 7585
Fax Number	
Email Address	jordan@aplusenvironmentalrestoration.com

Name	Kayla Deriso
Phone Number	(863) 494 - 7585
Fax Number	
Email Address	kayla@aplusenvironmentalrestoration.com

Name	Ashley Nieto
Phone Number	(863) 494 - 7585
Fax Number	
Email Address	ashley@aplusenvironmentalrestoration.com

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ENVIRONMENTAL RESTORATION

CHECKLIST

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted

- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

Date: 6-26-2020

I, Jordan Deriso (name), an authorized officer of A+ Environmental Restoration (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

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ENVIRONMENTAL RESTORATION

INSURANCE AND LICENSES

Client#: 25529 AENVIRON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan (KIS)
222 Church Street
Kissimmee, FL 34741
407 847-2841

CONTACT NAME:
PHONE (A/C, No, Ext): 407 847-2841 FAX (A/C, No): 407 847-0567
E-MAIL ADDRESS: clcerts@bouchardinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : American Guarantee & Liability	26247
INSURER C : Admiral Insurance Company	24856
INSURER D : Houston Casualty Company	42374
INSURER E : Bridgefield Employers Insurance Co	10701
INSURER F :	

INSURED
A+ Environmental Restoration LLC
4346 SW Hull Ave.
Arcadia, FL 34269

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLO746614900	05/19/2020	05/19/2021	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	BAP746614800	05/19/2020	05/19/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			AUC746615001	05/19/2020	05/19/2021	EACH OCCURRENCE	$3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $0							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	N	83055794	07/22/2019	07/22/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Rented/Leased Eq			CPP712103600	05/19/2020	05/19/2021	250,000/500,000	
C	Pollution			FEIECC2423602	05/19/2020	05/19/2021	1,000,000	
D	Professional			HCC2067443	05/19/2020	05/19/2021	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Waiver of subrogation applies with respect to General Liability, Auto Liability, Pollution Liability and Workers Compensation where required by written contract and subject to the terms, conditions and limits of the policies

If required by written contract, Certificate Holder is an additional insured on a primary and noncontributory basis with respects to General Liability, Auto Liability, and Pollution Liability,subject to the terms, conditions and exclusions of the policies.

CERTIFICATE HOLDER

For Informational Purposes

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENVIRONMENTAL RESTORATION

Type of License	Person	License Number
State of Florida Corporation (LLC)	Company	EIN # 81-0876194
DUNS Number	Company	080456324
SAM Registration/Cage Code #	Company	7WQ33
General Contractors License	Company	CGC 1524978
Electrical Contractors License	Company	EC 13004816
FDOT Maintenance of Traffic	JC Deriso	Certificate # 23681
Certificate of Nursery Registration	JC Deriso	Registration # 48019357
Florida Green Industries Best Management Practices (FDEP)	Rogelio Rivera	Certificate # GV909278-1
Qualified Stormwater Management Inspector (FDEP)	Brian St. Moritz	Inspector Number 39646
E-Verify Registration	Company	Company ID # 1170717
Commercial Fertilizer Applicator (FL Dept of Ag and Consumer Svs)	Rogelio Rivera	LF281379
Commercial Applicator License (Aquatic, Natural Areas)	Jose (Lupe) Gonzalez	CM # 20671
Commercial Applicator License (Aquatic, Natural Areas, ROW)	Brian St. Mortiz	CM # 26022
Commercial Applicator License (Aquatic, Right of Way, Turf)	Eric Suarez	CM # 24329
Commercial Applicator License (Natural Areas)	Joel Diaz	CM # 23320
Commercial Applicator License (Natural Areas)	Josue Marta	CM # 25882
Commercial Applicator License (Natural Areas)	Alfonso Trejo	CM # 23888
Commercial Applicator License (Natural Areas)	Miguel Chagolla Cortez	CM # 23931
• We have 24 Crew Licensed as CDL Drivers		
• JC Deriso, President, attended the Wedgworth Leadership Institute at the University of Florida		

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PENNER, ROGER DALE

A+ ENVIRONMENTAL RESTORATION, LLC
4346 SW HULL AVE
ARCADIA FL 34269

LICENSE NUMBER: CGC1524978

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ENVIRONMENTAL RESTORATION

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26022

Categories
21, 6, 5A

Issued: March 31, 2019 Expires: March 31, 2023

Signature of Licensee

NICOLE "NIKKI" FRED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM20671

GONZALEZ, JOSE G

Categories
21

Issued: October 31, 2018 Expires: September 30, 2022

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23931

CHAGOLLA, MIGUEL CORTEZ

Categories
21

Issued: December 2, 2019 Expires: November 30, 2023

Signature of Licensee

NICOLE "NIKKI" FRED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23888

TREJO, ALFONSO MORAN
2046 NE FLORIDIAN CIRCLE
ARCADIA, FL 34266

Categories
21

Issued: October 24, 2019 Expires: October 31, 2023

Signature of Licensee

NICOLE "NIKKI" FRED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23320

DIAZ, JOEL

Categories
21

Issued: March 5, 2019 Expires: December 31, 2022

Signature of Licensee

NICOLE "NIKKI" FRED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM25882

MARTA, JOSUE MIGUEL

Categories
21

Issued: January 3, 2019 Expires: January 31, 2023

Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

SUMTER COUNTY CANAL CLEANOUT PROJECT AGREEMENT

THIS AGREEMENT (hereinafter referred to as ‘‘Agreement’’) is made and entered into this 14th day of July 2020, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or “County”), whose address is 7375 Powell Road, Wildwood, Florida 34785, and A+ Environmental Restoration, LLC (hereafter referred to as "Contractor"), whose address is 4346 SW Hull Avenue, Arcadia, Florida 34269**.**

RECITALS

WHEREAS, the Board has need of professional services for ITB 023-0-2020/RS Sumter County Canal Cleaning Project; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Contractor, based on the Contractor’s response to ITB 023-0-2020/RS.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Contractor to the Board will be that of a professional Contractor and the Contractor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Contractor’s profession, and Contractor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Contractor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 023-0-2020/RS.

3. The term of this Agreement shall commence on July 14, 2020 and continue in full force up through July 13, 2022 (the “Initial Term”) with one, one-year option to renew, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Contractor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated. Contractor shall be authorized to receive payment for all work performed up to the date of termination.

5. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Scope Statement and Cost Proposal, attached hereto as Exhibit A, and incorporated herein *in haec verba.* Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

6. General Considerations.

   a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Contractor and presented to the Board pursuant to this Agreement, are and remain the property of the Board as instruments of service.
   b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Contractor shall be made available to the Board upon request and shall be considered public records.
   c. Contractor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board's custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Contractor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Contractor or keep and maintain public records required by Board.
   d. If Contractor transfers all public records to Board upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
   e. Contractor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Contractors (if any).
   f. Contractor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
   g. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.**
   h. Contractor shall, at all times, carry General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in ITB 023-0-2020/RS, naming Board as both a certificate holder and an additional insured in each such policy.
   i. Upon Contractor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Contractor and Board

mutually deem necessary, and Contractor may rely upon same in performing the services required under this Agreement.

7. The Contractor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Contractor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

8. The Contract Documents, which comprise the entire Contract between Board and Contractor and which are further incorporated herein by reference, consist of the following:

    a. ITB 023-0-2020/RS
    b. Contractor' s Bid in Response to ITB
    c. This Agreement
    d. Permits / Licenses
    e. All Proposals Addenda Issued Prior to Opening Date
    f. All Modifications and Change Orders Issued

9. Contractor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Contractor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Contractor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

10. Contractor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker' s compensation insurance and unemployment insurance, are available from Board to Contractor, or its employees, agents or servants. Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Contractor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Contractor, as employer is responsible. Contractor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Contractor; (b) require attendance by Contractor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Contractor from working for any other party.

11. **Force Majeure***.* No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood,

fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

12. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

13. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

14. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

15. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County.

All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

16. **Compliance with Licenses, Permits, and Applicable Laws**. In performing services hereunder, Contractor shall comply with all federal, state and local laws and regulations. Contractor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Contractor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Contractor to provide the type of services required hereunder.

17. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

18. The Contractor agrees to certify to Board that Contractor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Contractors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Contractor certifications must be kept on file by the Contractor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Contractor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Contractor from performing services for the County.

19. **Conflict of Interest**. Contractor shall notify Board in writing of any commitments during the term of this Agreement, which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

20. **Corporate Status; Change of Ownership.** If Contractor is a non-governmental, corporate entity:

    a. *Corporate Status*. Contractor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Contractor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Contractor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Contractor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do

so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution*.*** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted*.*** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability*.*** Any provision of this Agreement which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability*.*** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts*.*** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Section and Paragraph Headings*.*** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

31. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

32. **Miscellaneous*.*** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

33. **Incorporation of Recitals**. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD	FOR THE CONTRACTOR
Name: Bradley S. Arnold	Name:
Address: 7375 Powell Road, Wildwood, FL 34785	Address:
Title: County Administrator	Title:
Date:	Date:

_____IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: _____

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

_____

By: Chairman

Date Signed: _____

ATTEST:

By: _____

A+ ENVIRONMENTAL RESTORATION, LLC

_____

By: _____

Date Signed: _____

Exhibit A

2020-Canal C, D, D-1, and F Maintenance		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$10,212.50
Canal C Spraying, Approximately 15,980 (+/-) (LF)	LS	$36,211.00
Canal D Cleaning, Approximate Length of Canal (including wetlands)= 8,195 (+/-)	LS	$26,349.50
Canal D-1 Cleaning, Approximate Length of Canal (including wetlands)= 5,413 (+/-)	LS	$15,702.00
Canal F Cleaning, Approximate Length of Canal (including wetlands)= 18,273 (+/-)	LS	$49,771.50
Canal C Restoration (450 LF of Vegetation Removal from Canal)	LS	$8,412.25
Canal C Restoration (450 LF of Sediment Removal from Canal)	LS	$8,412.25
	Total =	$155,071.00
2021 Work (Canal C-1, B, D, D-1, F, and G Maintenance)		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$13,975.00
Canal D Spraying, Approximate Length of Canal (including wetlands)= 8,195 (+/-)	LS	$19,308.00
Canal D-1 Spraying, Approximate Length of Canal (including wetlands)= 5,413 (+/-)	LS	$12,875.00
Canal F Spraying, Approximate Length of Canal (including wetlands)= 18,273 (+/-)	LS	$41,455.00
Canal G Spraying, Approximate Length of Canal (including wetlands)= 19,340 (+/-)	LS	$43,606.50
Canal C-1 Cleaning, Approximate Length of Canal (including wetlands)= 9,270 (+/-)	LS	$39,308.50
Canal B Cleaning, Approximate Length of Canal (including wetlands)= 27,086 (+/-)	LS	$95,050.00
	Total =	$265,578.00
2022 Work (Canal C, C-1, and B Maintenance)		
Description	Unit	Bid Price
Mobilization, (All locations)	LS	$10,750.00
Canal C Spraying, Approximately 15,980 (+/-) (LF)	LS	$33,694.50
Canal C-1 Spraying, Approximate Length of Canal (including wetlands)= 9,270 (+/-)	LS	$21,796.50
Canal B Spraying, Approximate Length of Canal (including wetlands)= 27,086 (+/-)	LS	$53,761.50
	Total =	$120,002.50
	Total of all Work=	$540,651.50

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **CARES Act Funding Agreement – State of Florida Division of Emergency Management and Sumter County (Staff Recommends Approval).**

REQUESTED ACTION: **Authorize the County Administrator to Execute and Administer the Agreement and Business Assistance and Local Government Assistance Programs**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: State of Florida – Division of Emergency Management

Effective Date: 7/14/2020 Termination Date: End of Obligation Period

Managing Division / Dept: **Economic Development**

BUDGET IMPACT: $5,776,567.00

FUNDING SOURCE: **Federal CARES Act**

Type: N/A **EXPENDITURE ACCOUNT:** **Revenue Acct 001-331901**

Expenditure Accts:
001-801-569-8100 Aid to Govt Agencies
001-801-569-8200 Aid to Private Orgs
001-801-581-9105 Transfer to Tax Collector
001-801-581-9107 Transfer to Clerk
001-801-581-9180 Transfer to P. Appraiser
001-801-581-9109 Transfer to SOE
001-801-581-9119 Transfer to Sheriff

HISTORY/FACTS/ISSUES:

The federal government created the CARES Act, and with it was a distribution of funding to include local governments. Sumter County's allocation is $5,776,567.00 for its community to offset the direct costs from responding to the COVID-19 emergency starting March 1, 2020. The most significant impact for many businesses and local governments is the loss of revenue; however, this funding cannot be used to offset the loss of revenues. There are strict limitations for payroll costs; therefore, in the guidelines for the approved reimbursement from these funds, that is not included as an eligible reimbursement.

The distribution plan per the two attached guidelines is $5,000,000.00 for the business community and $776,567.00 for local governments. The allocation is for any COVID-19 directly-related costs from March 1, 2020, through July 31, 2020. After the application deadline that ends August 31, 2020, and if funds remain, then the Board can consider another application period from August 1, 2020, to another specified date until the funds are expended but no later than December 30, 2020. The rationale for the strict limitations on the eligibility requirement is the Sumter County Board of County Commissioners is the entity being held accountable for compliance with the conditions of the Agreement.

Prepared by: **Bradley Arnold** **Grammarly Check** ☒

Agreement Number: Y2284

CARES ACT FUNDING AGREEMENT

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" or "Recipient"), and **Sumter County**, (hereinafter referred to as the "County" or "Subrecipient").

This agreement is entered into based on the following representations:

A. The Subrecipient represents that it is fully qualified and eligible to receive this funding for the purposes identified herein; and
B. The Division has received these funds from the U.S. Department of Treasury through the State of Florida and has the authority to distribute these funds to the Subrecipient upon the terms and conditions below; and
C. The Division has statutory authority to disburse the funds under this Agreement.
D. The CARES Act, section 601(d) of the Social Security Act, created the Coronavirus Relief Fund (CRF) and provided Florida with $8,328,221,072; 55% of which was allocated to the State of Florida and 45% was allocated to counties.
E. The United States Department of the Treasury disbursed $2,472,413,692 of these funds directly to counties with a population in excess of 500,000.
F. A remaining balance of $1,275,285,790 was reverted to the State of Florida from the local government allocation, for the State to disburse to counties with populations less than 500,000.

Therefore, the Division and the Subrecipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. 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 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 or reimbursement. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
    iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
    iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
    v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
    vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
c. In addition to the foregoing, the Subrecipient and the Division will 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.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Program Manager for the Division will monitor and document Subrecipient performance.

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

Florida DEM
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: (850) 815-4431
dem@coastalcloud.us

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

_____
_____
, _____
_____
_____

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

This agreement may not be modified.

(6) PERIOD OF AGREEMENT

This Agreement shall be effective on **March 1, 2020** and shall end on **December 30, 2020**, unless terminated earlier in accordance with the provisions of Paragraph (15) TERMINATION. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during the specific agreement period."

(7) FUNDING

a. 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, and the Florida Constitution.

b. This is a modified reimbursement agreement. The State, through the Division, will make an initial disbursement to the county of 25% of the total amount allocated to the county according to the United States Department of the Treasury. Any additional amounts will be disbursed on a reimbursement basis.

c. Subrecipients may use payments for any expenses eligible under section 601(d) of the Social Security Act, specifically the Coronavirus Relief Fund and further outlined in US Treasury Guidance. Payments are not required to be used as the source of funding of last resort.
d. The Division's Program Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
e. For the purposes of this Agreement, 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.
f. 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.
g. Counties should provide funding to municipalities within their jurisdiction upon request for eligible expenditures under the CARES Act. However, counties are responsible for the repayment of funds to the Division for expenditures that the Division or the Federal government determines are ineligible under the CARES Act.
h. The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that[1]—
    i. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
    ii. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
    iii. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020. Funds transferred to Subrecipient must qualify as a necessary expenditure incurred due to the public health emergency and meet the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if the funds have not been used in a manner consistent with section 601(d) of the Social Security Act.
i. Examples of Eligible Expenses include, but are not limited to:
    i. Medical expenses
    ii. Public health expenses
    iii. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
    iv. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
    v. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
    vi. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

(8) <u>INVOICING</u>

a. In order to obtain reimbursement for expenditures in excess of the initial 25% disbursement, the Subrecipient must file with the Division Grant Manager its request for reimbursement and any other information required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

[1] https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

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).

b. Reimbursements will only be made for expenditures that the Division provisionally determines are eligible under the CARES Act. However, the Division's provisional determination that an expenditure is eligible does not relieve the county of its duty to repay the Division for any expenditures that are later determined by the Division or the Federal government to be ineligible.

(9) RECORDS

a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, 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 Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Subrecipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Subrecipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. 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) all 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.

d. 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.

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

(10)AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient must 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)."
b. When conducting an audit of the Subrecipient's performance under this Agreement, the Division must 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."
c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement, the Subrecipient will 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 Subrecipient of such non-compliance.
d. The Subrecipient must 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 must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.
e. The Subrecipient must send copies of reporting packages required under this paragraph directly to each of the following:
    i.

The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

    ii.

The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(11)REPORTS

a. The Subrecipient must provide the Division with quarterly reports and a close-out report. These reports must include the current status and progress of 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 15 days after the end of each quarter of the program year and must 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. The first quarterly report due pursuant to this agreement is due for the quarter ending September 30, 2020.
c. The close-out report is due sixty (60) days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.
d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.
e. The Subrecipient must provide additional program updates or information that may be required by the Division.

(12)MONITORING

In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Subrecipient 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 Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the period of agreement to ensure timely completion of all tasks.

(13)LIABILITY

Any Subrecipient which is a state agency or subdivision, as defined in section 768.28, 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 party to which sovereign immunity applies. Nothing herein will 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 this Agreement.

(14)DEFAULT

a. If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds will, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. 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.
b. If any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this

Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

c. If material adverse changes occur in the financial condition of the Subrecipient at any time during the period of agreement, and the Subrecipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.
d. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;
e. If the Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(15)REMEDIES

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

a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;
b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
c. Withhold or suspend payment of all or any part of a request for payment;
d. Require that the Subrecipient refund to 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 Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance,
    ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
    iii. advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question,
    iv. require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible, or
    v. request the Department of Revenue to withhold from any future payment due to the county under the Revenue Sharing Act of 1972 described in Part II of Chapter 218, Florida Statutes, or the Participation in Half Cent Sales Tax Proceeds described in Part IV of Chapter 218, Florida Statutes, an amount equal to any repayment due to the Division under this Agreement.
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 Subrecipient, 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 Subrecipient.

(16)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 Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Division of Emergency Management 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 Subrecipient with thirty (30) calendar days 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 this Agreement.

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

(17)ATTACHEMENTS

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 will control, but only to the extent of the conflict or inconsistency.

(18)PAYMENTS

a. The State of Florida, through the Division, will make a disbursement of each County government's allocation as calculated by the United States Department of the Treasury. Funding for **Sumter County** is in the amount of **$5,776,567.00.**

(19)REPAYMENTS

a. All refunds, return of improper payments, 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, Subrecipient 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.

(20)MANDATED CONDITIONS AND OTHER LAWS

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

b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will 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 is null and void to the extent of the conflict, and is severable, but does 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 will survive the term of this Agreement.
d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
e. The Subrecipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
f. 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 thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
g. 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 Chapter 216, Florida Statutes, or the Florida Constitution.
h. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
i. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
j. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.
k. If the Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits CRF payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. 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 Subrecipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
l. The Subrecipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.

m. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
n. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.
o. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Division.
p. If the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act, the Subrecipient may retain the asset. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

(21)LOBBYING PROHIBTION

a. 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."
b. 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.
c. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
d. 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."
e. 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.
    i. The Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:
    ii. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient , to any person for influencing or attempting to influence an officer or employee of 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.
    iii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
    iv. The Subrecipient must 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 Subrecipient s shall certify and disclose.
    v. 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.

(22)LEGAL AUTHORIZATION

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

(23)ASSURANCES

The Subrecipient must comply with any Statement of Assurances incorporated as Attachment C.

(24)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Subrecipient 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:

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:

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

(25)<u>COPELAND ANTI-KICKBACK ACT</u>

a. The Subrecipient 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.

(26)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Subrecipient , with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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.

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

a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:
    i. 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).

(28)SUSPENSION AND DEBARMENT

a. If the Subrecipient, 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.

(29)BYRD ANTI-LOBBYING AMENDMENT

a. If the Subrecipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:
    i. 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 Subrecipient.

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

a. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Subrecipient must take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:
    i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i). through v. of this subparagraph.
b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

SUB-RECIPIENT:

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title

Date: _____

EXHIBIT 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project –

State awarding agency: **Florida Division of Emergency Management**

Catalog of State Financial Assistance Title:

Catalog of State Financial Assistance Number:

Attachment A

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, , am the Authorized Agent of **Sumter County** County ("County") and I certify that:

1. I have the authority on behalf of County to request grant payments from the State of Florida ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).

2. I understand that the State will rely on this certification as a material representation in making grant payments to the County.

3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.

4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.

5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.

6. I acknowledge and agree that County shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.

7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.

8. I acknowledge that the County's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:

a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);

b. were not accounted for in the budget most recently approved as of March 27, 2020, for County; and

c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____
Name and title: _____
Date: _____

Attachment A - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned sub-recipient, **Sumter County**, certifies, to the best of his or her knowledge that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The sub-recipient, **Sumter County**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, sub-recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____
Name and title: _____
Date: _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and title

Date: _____

Attachment B

PROGRAM STATUTES AND REGULATIONS

42 USC 601(d) CARES Act	Creation of the Coronavirus Relief Fund (CRF)
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

Sumter County CARES Act Business Assistance Reimbursement Guidelines

Description:
The Sumter County Board of County Commissioners ("The Board") is providing reimbursement for the local for-profit businesses located in Sumter County, Florida, which had expenditures acquiring materials or services on or after March 1, 2020, through July 31, 2020, and directly related to the COVID-19 safety and compliance measures. Sumter County proposes to allocate $5,000,000 on a first-come, first-served basis using an online application and document submission process. The funds are derived from the federal CARES Act. The application timeframe for this event will end on August 31, 2020. The Board may provide another opportunity for reimbursement under these guidelines for the period of August 1, 2020, through November 30, 2020, if funds are still available to do so.

Business Eligibility:

- For-profit Corporations, Limited Liability Companies, Limited Partnerships listed as an active Florida business established before March 1, 2020, per the Florida Department of State, Division of Corporations website
- Business is located in Sumter County, Florida

Expense Reimbursement Eligibility:

- Personal Protective Equipment (PPE), Products and Services Covered:
    - PPE covered is based on the recommendations in the OSHA Guidance on Preparing Workplaces for COVID-19 and the CDC.
    - Purchases of products and services must have been made on or after March 1, 2020 through July 31, 2020.
    - Taxes on purchases of products and services will not be reimbursed.

  <u>Examples of eligible PPE for reimbursement:</u>
  - Face Mask/Respirators
  - Gloves
  - Face Shields
  - Sneeze Guards
  - Eye Protection
  - Gowns

  <u>Examples of eligible Products and Services for reimbursement:</u>
  - Hand Sanitizer with alcohol content 60% or higher
  - Disinfecting products or disinfecting services using products identified on the US Environmental Protection Agency's website of disinfectants for use against SARS-CoV-2
  - Sanitizing and related professional services
  - Training for employees directly related to COVID-19
  - Installation of protective barriers such as service windows

Required Documentation for Review before Reimbursement:

- Documentation to confirm the points of business eligibility, including:
  - Proof of business address in Sumter County verified by the State of Florida Division of Corporations https://dos.myflorida.com/sunbiz/search/
  - Completed IRS W-9 Form
- Receipt or invoice for PPE, products, or services containing the following information:
  - Date of purchase
  - Seller/Vendor information (Name, Address, Phone Number as available)
  - Description of item purchased, clearly identifying the item as an approved PPE, product or service eligible for reimbursement
  - Purchase amount less any taxes
  - Proof item has been purchased
    - Stamp at the bottom of receipt from vendor showing method of payment
    - Invoice identifying how the product or service was purchased
    - Image of front and back of the processed check
    - Additional documentation such as a bank statement or credit card statement may be requested as needed as proof of payment
      **Please block out or omit account numbers if sending credit card or bank statements.
- Execution of the attestation by the authorized representative of the business as to the accuracy and compliance of the submitted application.

General Process:

- Sumter County Economic Development (SCED) created an application form, which will be posted and processed through the SCED website https://sumterbusiness.com/grant-application/
- SCED will receive the applications through the website portal, verify the applicant's eligibility, review supporting documentation, and contact the applicant.
- SCED will contact the applicant within 14 days of receiving the application and discuss the review process if issues noted and provide notice of approval or denial of the application for reimbursement.

Sumter County CARES Act Local Government Assistance Reimbursement Guidelines

Description:
The Sumter County Board of County Commissioners ("The Board") is providing reimbursement for the local governments in its jurisdiction which had expenditures acquiring materials or services on or after March 1, 2020, through July 31, 2020, and directly related to the COVID-19 safety and compliance measures. The Board proposes to allocate $776,567 of the federal CARES Act funding for this purpose. The application timeframe for this event will end on August 31, 2020. The Board may provide another opportunity for reimbursement under these guidelines for the period of August 1, 2020, through November 30, 2020, if funds are still available to do so.

Expense Reimbursement Eligibility:

- Personal Protective Equipment (PPE), Products and Services Covered:
    - PPE covered is based on the recommendations in the OSHA Guidance on Preparing Workplaces for COVID-19 and the CDC.
    - Purchases of products and services must have been made on or after March 1, 2020, through July 31, 2020.
    - Taxes on purchases of products and services will not be reimbursed.

  Examples of eligible PPE for reimbursement:
  - Face Mask/Respirators
  - Gloves
  - Face Shields
  - Sneeze Guards
  - Eye Protection
  - Gowns

  Examples of eligible Products and Services for reimbursement:
  - Hand Sanitizer with alcohol content 60% or higher
  - Disinfecting products or disinfecting services using products identified on the US Environmental Protection Agency's website of disinfectants for use against SARS-CoV-2
  - Sanitizing and related professional services
  - Training for employees directly related to COVID-19
  - Installation of protective barriers such as service windows

Required Documentation for Review before Reimbursement:
- Receipt or invoice for PPE, products, or services containing the following information:
    - Date of purchase
    - Seller/Vendor information (Name, Address, Phone Number as available)
    - Description of item purchased, clearly identifying the item as an approved PPE, product or service eligible for reimbursement
    - Purchase amount less any taxes
    - Proof item has been purchased
        - Stamp at the bottom of receipt from vendor showing method of payment
        - Invoice identifying how the product or service was purchased
        - Image of front and back of the processed check

- Additional documentation such as a bank statement or credit card statement may be requested as needed as proof of payment
  **Please block out or omit account numbers if sending credit card or bank statements.

General Process:

- The County Administrator is the point of contact for the Clerks or Managers of each local government to submit their documentation by email at bradley.arnold@sumtercountyfl.gov
- Both Sumter County Office of Management & Budget and the Clerk of Courts Finance Department will review the supporting documentation and communicate the review process if issues are noted and then provide notice of approval or denial of the application for reimbursement.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of June 24, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum $1.25 billion allocation and had one county with a population over 500,000 that received $250 million directly. The State should distribute 45 percent of the $1 billion it received, or $450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the interest expense payable on TANs by the borrower and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

May funds be used to satisfy non-federal matching requirements under the Stafford Act?

Yes, payments from the Fund may be used to meet the non-federal matching requirements for Stafford Act assistance to the extent such matching requirements entail COVID-19-related costs that otherwise satisfy the Fund's eligibility criteria and the Stafford Act. Regardless of the use of Fund payments for such purposes, FEMA funding is still dependent on FEMA's determination of eligibility under the Stafford Act.

Must a State, local, or tribal government require applications to be submitted by businesses or individuals before providing assistance using payments from the Fund?

Governments have discretion to determine how to tailor assistance programs they establish in response to the COVID-19 public health emergency. However, such a program should be structured in such a manner as will ensure that such assistance is determined to be necessary in response to the COVID-19 public health emergency and otherwise satisfies the requirements of the CARES Act and other applicable law. For example, a per capita payment to residents of a particular jurisdiction without an assessment of individual need would not be an appropriate use of payments from the Fund.

May Fund payments be provided to non-profits for distribution to individuals in need of financial assistance, such as rent relief?

Yes, non-profits may be used to distribute assistance. Regardless of how the assistance is structured, the financial assistance provided would have to be related to COVID-19.

May recipients use Fund payments to remarket the recipient's convention facilities and tourism industry?

Yes, if the costs of such remarketing satisfy the requirements of the CARES Act. Expenses incurred to publicize the resumption of activities and steps taken to ensure a safe experience may be needed due to

the public health emergency. Expenses related to developing a long-term plan to reposition a recipient's convention and tourism industry and infrastructure would not be incurred due to the public health emergency and therefore may not be covered using payments from the Fund.

May a State provide assistance to farmers and meat processors to expand capacity, such to cover overtime for USDA meat inspectors?

If a State determines that expanding meat processing capacity, including by paying overtime to USDA meat inspectors, is a necessary expense incurred due to the public health emergency, such as if increased capacity is necessary to allow farmers and processors to donate meat to food banks, then such expenses are eligible expenses, provided that the expenses satisfy the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance.

The guidance provides that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. May Fund payments be used to cover such an employee's entire payroll cost or just the portion of time spent on mitigating or responding to the COVID-19 public health emergency?

As a matter of administrative convenience, the entire payroll cost of an employee whose time is substantially dedicated to mitigating or responding to the COVID-19 public health emergency is eligible, provided that such payroll costs are incurred by December 30, 2020. An employer may also track time spent by employees related to COVID-19 and apply Fund payments on that basis but would need to do so consistently within the relevant agency or department.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend $750,000 or more in federal awards during their fiscal year.

Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
Updated June 30, 2020[1]

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the

[1] This version updates the guidance provided under "Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020".
[2] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Finally, the CARES Act provides that payments from the Fund may only be used to cover costs that were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020 (the "covered period"). Putting this requirement together with the other provisions discussed above, section 601(d) may be summarized as providing that a State, local, or tribal government may use payments from the Fund only to cover previously unbudgeted costs of necessary expenditures incurred due to the COVID–19 public health emergency during the covered period.

Initial guidance released on April 22, 2020, provided that the cost of an expenditure is incurred when the recipient has expended funds to cover the cost. Upon further consideration and informed by an understanding of State, local, and tribal government practices, Treasury is clarifying that for a cost to be considered to have been incurred, performance or delivery must occur during the covered period but payment of funds need not be made during that time (though it is generally expected that this will take place within 90 days of a cost being incurred). For instance, in the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been incurred for the period of the lease that is within the covered period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the covered period. Thus the cost of a good or service received during the covered period will not be considered eligible under section 601(d) if there is no need for receipt until after the covered period has expired.

Goods delivered in the covered period need not be used during the covered period in all cases. For example, the cost of a good that must be delivered in December in order to be available for use in January could be covered using payments from the Fund. Additionally, the cost of goods purchased in bulk and delivered during the covered period may be covered using payments from the Fund if a portion of the goods is ordered for use in the covered period, the bulk purchase is consistent with the recipient's usual procurement policies and practices, and it is impractical to track and record when the items were used. A recipient may use payments from the Fund to purchase a durable good that is to be used during the current period and in subsequent periods if the acquisition in the covered period was necessary due to the public health emergency.

Given that it is not always possible to estimate with precision when a good or service will be needed, the touchstone in assessing the determination of need for a good or service during the covered period will be reasonableness at the time delivery or performance was sought, *e.g.*, the time of entry into a procurement contract specifying a time for delivery. Similarly, in recognition of the likelihood of supply chain disruptions and increased demand for certain goods and services during the COVID-19 public health emergency, if a recipient enters into a contract requiring the delivery of goods or performance of services by December 30, 2020, the failure of a vendor to complete delivery or services by December 30, 2020, will not affect the ability of the recipient to use payments from the Fund to cover the cost of such goods or services if the delay is due to circumstances beyond the recipient's control.

This guidance applies in a like manner to costs of subrecipients. Thus, a grant or loan, for example, provided by a recipient using payments from the Fund must be used by the subrecipient only to purchase (or reimburse a purchase of) goods or services for which receipt both is needed within the covered period and occurs within the covered period. The direct recipient of payments from the Fund is ultimately responsible for compliance with this limitation on use of payments from the Fund.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.

- Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
- COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
- Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.

5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
   - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
   - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
   - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[3]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[4]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

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[3] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[4] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Change Order 4 is to Increase Contract ITB-051-0-2019/RS, West Wildwood Fire Station #33 by $7,863.00 for Odyssey Global to Provide Material, Equipment, and Labor to Install Access Controls to the Building (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: Odyssey Global

Effective Date: 12-10-2019 Termination Date: 11-24-2020

Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: $7,863.00

FUNDING SOURCE: **308 2018 Loan Construction Fund**

Type: Capital **EXPENDITURE ACCOUNT:** **308-182-522-6252**

HISTORY/FACTS/ISSUES:

The present contract amount is for $2,127,287.65. This change as an increase will be $7,863.00 for a new balance of $2,135,150.65. The increased amount includes material, equipment, and labor for Odyssey Global to install access controls for the fire station.

Prepared by: **Michael F. Jara** **Grammarly Check** ☒

1635 N Greenfield Rd, Suite 115
Mesa, AZ 85205

ODYSSEY GLOBAL
Odyssey International, Inc. dba Odyssey Global

http://odysseyglobal.com
info@odysseyglobal.com

OWNER CHANGE ORDER

PROJECT NAME:
West Wildwood Fire Station #33
7650 Spring Flow Ave
Wildwood, FL 34785

CHANGE ORDER NUMBER: 04

DATE OF CHANGE ORDER: 18 May 2020

PROJECT #: 9118076

OWNER:
Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, FL 34785

CONTRACT FOR: Construction Services

CONTRACT DATE: 10 December 2019

DESCRIPTION OF CHANGE (Attach additional pages if required)	ADD	DEDUCT
Access Controls for Fire Station #33	$7,863.00	

Original Contract Sum	**$2,425,000.00**	**CONTRACT TIME**	**DAYS**	**SUBSTANTIAL COMPLETION DATE**
Previously Approved Change Orders	**($297,712.35)**			
Present Contract Amount	**$2,127,287.65**	**Previous Contract Time**	**302**	**11/19/2020**
This Change Order Add (Deduct)	**$ 7,863.00**	**This Change Add (Deduct)**	**5**	
New Contract Sum	**$2,135,150.65**	**New Contract Time**	**307**	**11/24/2020**

This Change Order is an amendment to the Contract Agreement between the Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both Owner and the Contractor for this change. Inconsideration for the foregoing adjustments in contract time and contract sum, the Contractor hereby releases the Owner from all claims, demands or cause for action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Owner and Contractor with respect to the Change Order. No other agreements or modifications shall apply to this contract agreement unless expressly provided herein.

Odyssey International dba Odyssey Global Inc.
Contractor

720 Crown Point Cross Road
Winter Garden, Florida 34787
Address

Signature

L Blaine Hoopes, Regional Manager
Printed Name & Title

5/21/2020 Date

Sumter County Board of County Commissioners
Owner

7375 Powell Road
Wildwood, Florida 34785
Address

Signature

Steve Printz, Chairman
Printed Name & Title

Date

Odyssey International Inc. dba Odyssey Global
Contract Number 9118076
Change Proposal Summary - Attachment A
West Wildwood Fire Station #33 - Change Order #04

Description

Odyssey Global Mat'l/Equip/Labor

		Cost of Work	Markups	Total
Matl/Equip/Labor Self Performed Work Cost				
Material Total Direct Cost				
Equipment Total Direct Cost				
Labor Total Direct Cost				
Subtotal		**$ -**		

1st Tier Subcontractor		Cost of Work		Subtotal
A-Line Fire & Safety, Inc		$ 6,743		$ 6,743
				$ -
Subtotal		$ 6,743		$ 6,743
Subtotal of Above		$ 6,743		$ 6,743
Prime Contractor's Overhead/Profit/Commission				
Overhead	6.00%		$ 405	$ 7,148.05
Profit	10.00%		$ 715	$ 7,862.85
Total Prime Contractor Cost with OH, Profit				**$ 7,863**

Total Number of Requested Additional Days **5**

A-Line Fire & Safety, Inc

117 South 12th Street, Leesburg, Florida 34748
Phone # (352) 728-1448

DATE 5\18/2020

Project: West Wildwood Fire Station #33
Contract #:9118076

CO - #04

Subject: Access Control System Installation

Labor

	Total Hours	Cost per Hour	Labor Cost
Acess Control System Installation	40	$ 80.00	**$ 3,200.00**

Materials

	Quantity	Cost	Material Cost
Expansion Mode	1	$ 1,568.00	1568.00
IEI Prox Pads	2	$ 296.00	592.00
HES Rim Strike Lock	2	$ 556.22	1112.44
Power Supply	1	$ 171.00	171.00
Wire, Misc. Parts	1	$ 100.00	100.00
New SOW Subtotal (Cost)			**3543.44**

Total Cost **$ 6,743.44**

A-LINE Fire & Safety, INC.

117 South 12th Street Leesburg, Florida 34748 * 352-728-1448 * 407-740-0002 State License # EF20000557

PROPOSAL SUBMITTED TO:

Name: Sumter County BOCC	Date: May 13, 2020
Address: 319 E Anderson Ave.	Phone: 352-689-4400
Address:	Contact: Bruce Atkinson
City, St, Zip: Bushnell, Fl. 33513	Job Name: Fire Station 33

A-Line Fire and Safety Inc hereby submit specifications and estimates for: ACCESS CONTROL FOR FIRE STATION 33
This proposal includes: MATERIAL AND LABOR

1.	1 EXPANSION NODE	$1568.00
2.	2 IEI PROX PADS @$296.00 EACH	$592.00
3.	2 HES RIM STRIKE LOCKS @ $556.22 EACH	$1112.44
4.	1 POWER SUPPLY	$171.00
5.	WIRE, MISC. PARTS	$100.00
6.	LABOR 40 HOURS @ $80.00 PER HOUR	$3,200.00

PAYMENT TERMS

Fifty percent (50%) of the proposal price shall be due at the commencement of work on this project. An additional thirty (30%) is due prior to final inspection, and the remaining twenty percent (20%) shall be due upon completion of the project. Our terms of payment are net thirty (30) days, with no retainage. An interest charge of (1.5%) per month will be assessed to all unpaid balances in excess of thirty (30) days past due. These terms will be strictly adhered to.

TOTAL COST FOR THE ABOVE: $6,743.44 PLUS TAX AND PERMIT FEES IF APPLICABLE

NOTES:

1. ALL WORK TO BE DONE DURING NORMAL BUSINESS HOURS.
2. ALL 120VAC AND RACEWAY PROVIDED BY OTHER

We hereby propose to furnish labor and materials – complete in accordance with the above specifications, for the sum of: SIX THOUSAND SEVEN HUDRED FORTY THREE AND 44/100(Dollars) ($6,743.44) payment to be made as outlined above.
This proposal does not include 120V hookup or the necessary conduit to install the above devices.
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
We require one set of Specifications and Drawings.
All agreements are contingent upon strikes, accidents or delays beyond our control.
We will provide a one-year warranty covering materials and labor, excluding acts of nature, fire, theft, vandalism, or tampering by unauthorized personnel.
Any legal fees incurred due to non-payment of contract will be your responsibility.
If a job requires a bond, add 2% to contract price.
This proposal subject to acceptance within 30 days and is void thereafter at the option of the undersigned. FOB & 2% service charge

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

A-Line Fire and Safety Rep. James Malloy _____ Date_____

Authorized Signature_____ Date_____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Contract Amendment #2 Between the Florida Department of Corrections Work Squad #W1145 and the Sumter County Board of County Commissioners (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: Florida Department of Corrections (FDOC)

Effective Date: Termination Date: 12/27/2021

Managing Division / Dept: **Road & Bridge**

BUDGET IMPACT: $57,497.00

FUNDING SOURCE: **General Fund**

Type: Annual **EXPENDITURE ACCOUNT:** **001-340-541-3400**

HISTORY/FACTS/ISSUES:

The Florida Department of Corrections ("Department") and the Sumter County Board of County Commissioners ("Agency") have contracted for the use of inmate labor in work programs since the early nineties. The cost for the service of this squad is being held constant through this renewal.

Public Works recommends approval of the following:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its renewal option for the second year. Renewal of one (1) year remains in the Contract;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Revises Revised Addendum A, third line.
  - Original Contract Term: December 28, 2018, through December 27, 2019
  - Amendment #1: August 26, 2019, through December 27, 2020

In accordance with Section V., CONTRACT MODIFICATIONS, the following changes are hereby made:

- Contract Term
  - This Contract began on December 28, 2018, and shall end on December 27, 2021.
- 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 Contract, 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.
- Revised Addendum A, third line, is hereby revised to read:
  - Interagency Contract Number W1145, Amendment #2, effective December 28, 2020.

Prepared by: **Deborah L. Snyder** **Grammarly Check** ☒

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RON DESANTIS
Secretary
MARK S. INCH

501 South Calhoun Street, Tallahassee, FL 32399-2500 http://www.dc.state.fl.us

July 7, 2020

Michael Bryant, Assistant Public Works Director-Operations
Sumter County, Board of County Commissioners
319 E. Anderson Avenue, Suite 130
Bushnell, Florida 33513
Telephone: (352) 689-4400

RE: Work Squad Contract #W1145, AMD#2

Dear Mr. Bryant:

Attached for signature is original in PDF format of Work Squad Contract #W1145, AMD#2 between the Department of Corrections and your organization. This Contract Amendment will begin on December 28, 2020 or upon signature of both parties and will end on December 27, 2021.

To provide a seamless transition in contracting, **please print two (2) copies of the attached** original work squad contract amendment and have **the two (2) originals signed and returned to this office, via Express Mail, as soon as possible.** Once the Work Squad Contract has been executed by the Department, one (1) executed original of the Work Squad Contract will be returned to you by Express Mail.

The address to return the Contract via express mail is:

Florida Department of Corrections
Bureau of Procurement
Attention: Mrs. Cristy Martin
501 South Calhoun Street
Tallahassee, Florida 32399-2500

As a reminder, please be advised:

- to include the Work Squad Contract number (W1145) on all associated invoices and correspondence;
- that changes to the scope of services or changes in pricing cannot be made except through a formal Contract amendment, executed by both parties, and issued by this office;
- that services may not be provided after the expiration date unless the Work Squad Contract has been renewed or extended through a formal renewal/extension, executed by both parties and issued by this office; and
- invoices may be submitted after the expiration date for services properly provided up to and including the expiration date of the Work Squad Contract.

If there are any questions, please call me at (850) 717-3661.

Sincerely,

Mrs. Cristy Martin
Mrs. Cristy Martin
Purchasing Analyst
Bureau of Procurement

Revised Addendum A

Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners

Interagency Contract Number W1145, Amendment #2 effective December 28, 2020

*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

			Per Officer Annual Cost		Total Annual Cost
Officers Salary	# Officers Multiplier	1	$ 54,194.00	**	$ 54,194.00
Salary Incentive Payment			$ 1,128.00		$ 1,128.00
Repair and Maintenance			$ 121.00		$ 121.00
State Personnel Assessment			$ 354.00		$ 354.00
Training/Criminal Justice Standards			$ 200.00		$ 200.00
Uniform Purchase			$ 400.00		$ 400.00
Uniform Maintenance			$ 350.00		$ 350.00
Training/Criminal Justice Standards *			$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			$ 58,972.00		$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
** Annual cost does not include overtime pay.

IA. **The Overtime Hourly Rate of Compensation for this Contract is $31.85, if applicable.** (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

..

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

	Number Squads	Total Annual Cost
Costs include but may not be limited to the following: Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.	1	$ 750.00
TOTAL - To Be Billed By Contract To Agency		$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: **YES** ☐ **NO** ☐
ENCLOSED TRAILER REQUIRED: **YES** ☐ **NO** ☐

Revised Addendum A
Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners
Interagency Contract Number W1145, Amendment #2 effective December 28, 2020

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM	$4969.00			$ -			
Vehicle Mounted Radio	MACOM	$5400.00	X	1				X
TOTAL Operating Capital To Be Advanced By Agency								

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:	Total Cost
1. Operating Capital - from Section IV.	$0.00
2. Grand Total - To Be Advanced By Agency At Contract Signing:	$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:	Total Cost
1. Correctional Officer Salaries and Position-Related Expenses - from Section I.	$56,747.00
2. Other Related Expenses and Security Supplies - from Section II.	$750.00
3. Grand Total - To Be Billed To Agency By Contract:	$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT: $57,497.00
(Total of Sections V. and VI.)

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Revised Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Sumter County, Board of County Commissioners
Interagency Contract Number W1145, Amendment #2 effective December 28, 2020

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of $750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.

CONTRACT BETWEEN

THE FLORIDA DEPARTMENT OF CORRECTIONS

AND

SUMTER COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and the Sumter County, Board of County Commissioners ("Agency"), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term. The Department is exercising its renewal option for the second year. A renewal of one (1) year remains in the Contract;
- Adds Section VII., L., Cooperation with the Florida Senate and the Florida House of Representatives; and
- Revises Revised Addendum A, third line.

Original Contract Term:	December 28, 2018 through December 27, 2019
Amendment #1:	August 26, 2019 through December 27, 2020

In accordance with Section **V.**, **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

   I. A. Contract Term

   This Contract began on December 28, 2018 and shall end on December 27, 2021.

2. Section VII., L., Cooperation with the Florida Senate and Florida House of Representatives, is hereby added:

   VII. 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 Contract, 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.

3. Revised Addendum A, third line, is hereby revised to read:

   Interagency Contract Number W1145, Amendment #2 effective December 28, 2020.

Except as expressly modified by this Amendment Contract all other terms and conditions of the original

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: SUMTER COUNTY, BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: 59-0974636

FLORIDA DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: Kasey A. Bickley

TITLE: Chief, Bureau of Procurement

DATE: _____

Approved as to form and legality, subject to execution.

SIGNED BY: _____

NAME: Dorothy Burnsed

TITLE: Deputy General Counsel

DATE: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **COVID-19 Public Assistance Agreement – State of Florida Division of Emergency Management and Sumter County Board of Commissioners (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: State of Florida - Division of Emergency Management

Effective Date: 7/14/2020 Termination Date: End of Obligation Period

Managing Division / Dept: **Office of Management & Budget**

BUDGET IMPACT:

FUNDING SOURCE: **Federal Public Assistance Program**

Type: N/A **EXPENDITURE ACCOUNT:** **Various Expenditure Accounts**

HISTORY/FACTS/ISSUES:

On March 13, 2020, President Donald J. Trump declared an emergency under Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act in response to Coronavirus Disease 2019 (COVID-19). The declaration authorized assistance to all U.S. states, territories, tribes, and the District of Columbia. Specifically, the Stafford Act emergency declaration authorized one form of Federal Emergency Management Agency (FEMA) assistance: Public Assistance emergency protective measures (as authorized under Stafford Act Section 502). Subsequently, the President approved a major disaster declaration request under the Stafford Act for Florida on March 25, 2020. Under this declaration, FEMA may reimburse Sumter County for costs incurred while performing emergency protective measures.

The State of Florida Division of Emergency Management is the recipient of the award and serves as the pass-through entity to the County, the recipient of a sub-award for reimbursement of costs related to COVID-19 protective measures.

FEMA Clarifies Federal Cost Share for Public Assistance Program. FEMA Fact Sheet "Coordinating Public Assistance and Other Sources of Federal Funding" provides clear guidance on how FEMA will treat the multiple sources of funding as they relate to the public assistance program and its cost-share requirements.

To respond to the COVID-19 pandemic, Congress authorized over $3 trillion to multiple federal agencies to assist state, local, tribal, and territorial governments in addressing the effects of the public health emergency pandemic. The extensive COVID-19 authority of other federal agencies, in some cases, overlaps with FEMA authority.

Generally, funding from other federal agencies cannot be used to meet the FEMA public assistance non-federal cost-share requirement. For COVID-19, however, there are two exceptions:

• Department of Treasury's Coronavirus Aid, Relief, and Economic Security (CARES) Act Relief Fund
• Department of Housing and Urban Development's Community Disaster Block Grant (CDBG-CV)

While cost-share requirements vary from agency-to-agency and program-to-program, many programs funded by the CARES Act and the other supplemental appropriations do not require a non-federal share.

Prepared by:	**David Casto**	**Grammarly Check**	☒

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Per 2 CFR § 200.331, the Recovery Bureau Compliance Unit is required to monitor Subrecipients of Public Assistance funds using a risk-based approach to ensure Subrecipients comply with all financial, administrative and programmatic requirements. To determine the necessary type and level of Subrecipient monitoring, the Compliance Unit must first conduct a Risk Assessment.

Please fill out the enclosed questionnaire to assist the Compliance Unit in understanding Subrecipient's prior experience and current grants management structure. This questionnaire must be completed prior to execution of the Subgrant Agreement.

Instructions:
Select the most accurate answer for each question and provide additional information in the comment sections, if necessary. Return the completed Risk Assessment Questionnaire with the Subgrant Agreement package.

For questions regarding the Subrecipient Monitoring Program or assistance completing the questionnaire, please contact the Compliance Unit via email at *fdem-pa-compliance@em.myflorida.com.*

RECOVERY BUREAU
RISK ASSESSMENT QUESTIONNAIRE

Declaration Number: DR-4486

Subrecipient Name (Entity): Sumter County Board of County Commissioners

Fiscal Year End Date: September 30, 2020

Risk Assessment Completed by: David Casto Date: July 9, 2020

1. Has this entity ever been suspended or debarred?
   - ☑ A. No, this entity has not been suspended or debarred within the last 10 years.
   - ☐ B. Yes, this entity has been suspended or debarred in the last 4-10 years.
   - ☐ C. Yes, this entity is currently or has been suspended or debarred within the last 3 years.

Comments:

2. Has this entity been ever been awarded Federal funding?
   - ☑ A. Yes, the entity has been awarded Federal funding for at least 5 out of the last 10 years.
   - ☐ B. Yes, the entity has been awarded Federal funding for 2-4 out of the last 10 years.
   - ☐ C. No, the entity does not have any experience with a Federal Grants program or has only been awarded Federal funding for 1 year or less out of the last 10 years.

Comments:

EMPG, Transit Grants, FHWA, Public Assistance

3. Has this entity been awarded Public Assistance funding within the last 10 years?
   - ☑ A. Yes, this entity has been awarded Public Assistance funding for 2 or more events.
   - ☐ B. Yes, this entity has been awarded Public Assistance funding for 1 event.
   - ☐ C. No, this entity has not been awarded Public Assistance funding.

Comments:

DR-4337 (Hurricane Irma); DR- 4283 (Hurricane Matthew); DR-4280 (Hurricane Hermine)

4. Does this entity have experience with projects in the Public Assistance Program within the last 10 years?(choose all that apply)

- [x] A. Yes, obligated large projects.
- [x] B. Yes, obligated small projects.
- [ ] C. No.

Comments:

DR-4337 (Hurricane Irma)

5. Was a Federal Single Audit required and performed for this entity's most recent fiscal year?

- [x] A. Yes.
- [ ] B. No, but this entity has been audited by an independent auditor yearly for the last 3 years.
- [ ] C. No, this entity has not been audited yearly for the last 3 years.

Comments:

6. Has there been turnover within the last year of key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer)?

- [ ] A. No.
- [ ] B. Yes, there has been turnover in one (1) Key Personnel position.
- [x] C. Yes, there has been turnover in more than one (1) Key Personnel position.

Comments:

7. Do key personnel responsible for Grants Management (e.g. Chief Executive Officer, Accounting Director, Grant Manager and Personnel Officer) have experience with Federal Grants Programs?

- ☑ A. Yes, all key personnel have at least one(1) year of experience with Federal Grants Programs.
- ☐ B. One (1) key personnel does not have at least 1 year of experience with Federal Grants Programs.
- ☐ C. Two (2) or more key personnel do not have at least 1 year of experience with Federal Grants Programs.

Comments:

_____

_____

8. Is this entity's accounting system automated (e.g. QuickBooks, Sage) AND can track the revenues and expenditures of program funds separately for each project?

- ☑ A. Yes.
- ☐ B. No. The entity's accounting system is manual, but can track the revenues and expenditures of program funds separately for each project.
- ☐ C. No, the entity's accounting system is unable to track the revenues and expenditures of program funds separately for each project.

Comments:

_____

_____

9. Written Policies and Procedures

This entity has written policies and/or procedures addressing (choose all that apply):

- ☑ Accounting
- ☑ Conflict of Interest
- ☑ Internal Controls
- ☑ Procurement
- ☑ Timekeeping and Payroll
- ☑ Ethics
- ☑ Inventory, Property, and
- ☑ Equipment Records Retention

Comments:

_____

_____

10. Anticipated Project Amounts by Category of Work: (if known)

Category A: $_____

Category B: $_____

Category C: $_____

Category D: $_____

Category E: $_____

Category F: $_____

Category G: $_____

Category Z: $_____

For FDEM Use Only

FDEM Comments:

_____

_____

_____

_____

_____

Risk Assessment Reviewed by: _____ Date: July 9, 2020

Preliminary Result: 15

Risk Rating:

Agreement Number: Z2025

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 agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Sumter County
Sub-Recipient's unique entity identifier:	069673853
Federal Award Date:	March 13, 2020
Subaward Period of Performance Start and End Date (Cat A-B):	01/20/2020 – Attachment B
Subaward Period of Performance Start and End Date (Cat C-G):	01/20/2020 – Attachment B
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to eligible Sub-recipient as determined by FEMA
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

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

Sumter County (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 Sub-Recipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. 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;

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and

E. 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

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.” For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health, and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist.

a. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19. These noncompetitive contracts must comply with Federal guidance addressing exigency and emergency procurement.

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 <u>all</u> applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement ("Program Statutes and Regulations"). 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) <u>CONTACT</u>

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:

Kim Schoffel
Title Program Supervisor
Bureau of Recovery
Florida Division of Emergency Management
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: (850) 815-4448
Email: Kim.Schoffel@em.myflorida.com

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

Bradley Arnold, County Administrator
7375 Powell Rd
Wildwood, FL 34785
Telephone: 352-689-4400
Email: Bradley.Arnold@sumtercountyfl.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement ("Designation of Authority") may authorize addition or removal of agency users.

(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, 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 Attachment A to this Agreement ("Budget and Scope of Work").

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon closeout of the Sub-Recipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe 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 specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Sub-recipient for DR-4486.

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. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon

a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and the Federal Awarding Agency, as specified in Attachment A of this Agreement ("Budget and Scope of Work"), which also outlines the maximum reimbursement amount for each deliverable.

f. 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)." The Sub-Recipient must complete Attachment "D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement ("Budget and Scope of Work"), 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.

i. 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."

j. 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 authorized by the Federal Awarding Agency, and 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 in affect at the time of the disaster event. 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.

k. 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 (at the time of the execution of this agreement: $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.

l. 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.

m. 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 or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

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 <u>five</u> (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 five (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 (five) 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 personal 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 Attachments A and B to this Agreement (“Budget and Scope of Work” and “Program Statutes and Regulations” respectively), 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, 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 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 any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient and, as applicable, 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.

	Reporting Time Period	Subgrantee Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

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 closeout 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 Attachment A to this Agreement ("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 as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient 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 ("Budget and Scope of Work") 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 reviews, 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 an 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) <u>LIABILITY</u>

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. 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) <u>DEFAULT</u>

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 as 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 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) <u>REMEDIES</u>

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing 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) days 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”). For this event, FEMA recognizes that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe.” The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for 1) Emergency protective measures under FEMA's Public Assistance Program and 2) Use of FEMA non-disaster grant funds by non-state recipients and sub-recipients to respond to or address COVID-19.

b. If the Sub-Recipient contracts with any contractor or vendor for performance of

any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient shall monitor and document, in the Attachment J of this Agreement ("Quarterly Report"), the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Sub-Recipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes.

e. The Sub-Recipient may request guidance concerning procurement activity from the Division, but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made 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 unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted along with this agreement at the time of execution by completing Attachment H of this Agreement ("Justification of Advance Payment"). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. 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.

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.

(20) EXPEDITED PROJECTS

The Division and the Federal Awarding Agency have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from COVID-19. This program provides funding for 50% of the eligible scope of work for project versions of selected Expedited Category B projects. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include Category B: Emergency Protective Measures projects in this expedited program. The work claimed must have been performed during the Public Health Emergency.

FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for included projects, during the periods of performance. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPAO will then notify FEMA . Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by the Federal Awarding Agency or any other source, upon a determination by the Recipient or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the

applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

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

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the 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 the 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 receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

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

ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the 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 to the assigned grant manager) the completed Attachment C of this Agreement ("Certification Regarding Debarment") for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or 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 unless otherwise governed by program specific waiver.

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. This provision is only applicable to subrecipients receiving a state cost share.

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) <u>LOBBYING PROHIBITION</u>

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," in accordance with its instructions.

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

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) <u>COPYRIGHT, PATENT AND TRADEMARK</u>

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) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(27) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement ("Statement of Assurances").

(28) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate

benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(29) <u>ATTACHMENTS</u>

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 Project List
iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
iv. Attachment C – Certification Regarding Debarment
v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification for Advance Payment

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

SUB-RECIPIENT: Sumter County

By: _____

Name: Steve Printz

Title: Chairman

Date: July 14, 2020

FEID# 59-6000865

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

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

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

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

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- 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
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

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 Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated at the time of execution are:

DR-4486			Sub-Recipient: Sumter County								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		DR-4486 Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and reasonableness of associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for emergency protective measures, debris removal, repair or replacement of Disaster damaged facilities, as approved by FEMA.

When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). A Sub-Recipient may receive more than one PW and each will contain a separate Project. Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 5/21/2020 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables

Reimbursement requests will be submitted separately for each Large Project. Reimbursement for Large Project costs shall be based on the percentage of completion of the individual Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project, and shall be clearly identified by the Project Number as generated by FEMA. Requests which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 95% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. 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 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following:

the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

- B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Five percent (5%) of the total eligible amount (including Federal, State and Local shares) for each payment request will be retained until the final Request for Reimbursement (or backup for advance expenditure) has been verified as acceptable by the Division's Grant Manager, which must include dated certification that the Project is 100% complete. Further, all required documentation must be available in FDEM Grants Management System prior to release of the retained amount, to include permits, policies & procedures, procurement and insurance documents. At such time all required activities and documentation requirements have been verified as performed and met, the Sub-Recipient may request the total retained amount.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in FDEM Grants Management System within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into FDEM Grants Management System, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:
For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount.

2 CFR 200.338 and section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks. The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division.

If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance.

Failure to submit quarterly reports timely – Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are

being achieved. Paragraph (12) of the subgrant agreement requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin. All work must be performed and completed in accordance with the Scope of Work. The report will also provide a detailed breakdown that supports the expenditure of funds under this Agreement, as well as any other information requested by the Division. These 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. In the event that a Sub-Recipient fails to timely submit this report, the Division will enforce the following:

- Withhold 0.1 percent of the entire eligible amount obligated every day the report is late OR
- Withhold $500.00, whichever is less.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) 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.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature

_____
Sub-Recipient's Name

_____
Name and Title

_____
DEM Contract Number

7375 Powell Rd
Street Address

_____

Wildwood, FL 34785
City, State, Zip

July 14, 2020
Date

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)		**Box 2: Primary Agent** (Full Access)	
Agent's Name	Steve Printz	Agent's Name	Bradley Arnold
Signature		Signature	
Organization / Official Position	Sumter BOCC/Chairman	Organization / Official Position	Sumter BOCC/County Administrator
Mailing Address	7375 Powell Rd.	Mailing Address	7375 Powell Rd
City, State, Zip	Wildwood, FL 34785	City, State, Zip	Wildwood, FL 34785
Daytime Telephone	352-689-4400	Daytime Telephone	352-689-4400
E-mail Address	Bradley.Arnold@sumtercountyfl.gov	E-mail Address	Bradley.Arnold@sumtercountyfl.gov

Box 3: Alternate Agent (Full Access)		**Box 4: Other-Finance/Point of Contact** (Full Access)	
Agent's Name		Official's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	

Box 5: Other-Risk Mgmt-Insurance (Full Access)		**Box 6: Other-Environmental-Historic** (Full Access)	
Agent's Name		Agent's Name	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

_____

Sub-Grantee Authorized Agent Signature

July 14, 2020

_____

Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** October **Day:** 01

Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000865

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) 12 - 01 - 119

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications, and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their 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.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

   ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. 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;

   ii. Return the property to its natural state as though no improvements had been contained thereon;

   iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in 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 appropriate County Health Department;

   iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. Leave the demolished site clean, level, and free of debris;

   vii. Notify the Grantee/Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. Obtain all required permits;

   ix. 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, and provide documentation of such closures;

   x. 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;

   xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

   xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000^{00} or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, 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.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the 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 workweek.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, 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 that has been identified by the Secretary of the Department of Housing and Urban Development as an 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.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground 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 receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure 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.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

   i. The Clean Air Act of 1955, as amended;

   ii. The Clean Water Act of 1977, as amended;

   iii. The Endangered Species Act of 1973;

   iv. The Intergovernmental Personnel Act of 1970;

   v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

   vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

   vii. The Fish and Wildlife Coordination Act of 1958;

   viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

   ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

   i. 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.

   ii. EO 11514 (NEPA).

   iii. EO 11738 (violating facilities).

   iv. EO 11988 (Floodplain Management).

   v. EO 11990 (Wetlands).

   vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

_____

Signature

Steve Printz, Chairman

_____

Printed Name and Title Date

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated withPA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for allPermanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

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[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.
[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
   a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
   b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
   a. Not be required to rebuild the facilities back to what existed prior to the disaster.
   b. Be allowed to share funds across all of its Pilot Projects.
   c. Not be required to track costs to specific work items.
   d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
   e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
   f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
   a. Determine the actual SOW and hazard mitigation measures to be implemented; and
   b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based onthe actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, theApplicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting anywork that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are requiredto execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.,* as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. GRANTEE'S/RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Grantee's/Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient. The Sub-Recipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000$^{\underline{00}}$ or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Sub-Grantee/Sub-Recipient, in FDEM Grants Management System, on both small and large projects, to:

1) New Time Extension;
    a) Requests for Time Extensions within the Grantee/Sub-Recipient's authority
    b) Requests for Time Extensions not within the Grantee/Sub-Recipient's authority
2) New Project Amendment;
    a) Requests for Alternate Projects; and/or
    b) Requests for Improved Projects; and/or
    c) Requests for Mitigation Opportunities; and/or
    d) Requests for Revised Scope of Work; and/or
    e) Significant Cost Variance (>20%); and/or
    f) Use of Eligible Excess Funds
3) New Project Appeal

a) Applicant Appeal
   i) Request First Appeal; and/or
   ii) Request Second Appeal; and/or
   iii) Request Appeal via Arbitration
b) Project Appeal
   i) Large Project Appeal
      (1) Request First Appeal; and/or
      (2) Request Second Appeal; and/or
      (3) Request Appeal via Arbitration
   ii) Small Project Appeal
      (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for

completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.
To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For COVID-19 DR-4486, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division will grant a time extension for all emergency work, or Category A (debris removal) and B (emergency protective measures) work, by three (3) months. This extends the period of performance for all applicants designated for Category A and B work.

This time extension does not apply to Permanent Work projects. For Permanent Work projects, the applicant will need to submit a time extension request via. the FDEM Grants Management System once the project is obligated by FEMA. If the Division grants the time extension request, the grant will be retroactive.

It may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances <u>within the control of the Applicant and not justifiable for a time extension</u>:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. <u>INSURANCE</u>

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by

insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000^{00}.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement (available in the FDEM Grants Management System);

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.

5. The Sub-Recipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

8. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?
Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9

For the purpose of this Agreement, a Sub-Recipient is also a Vendor.
The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting

are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) 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

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: 069673853

DUNS# +4: _____

*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: Sumter County Board of County Commissioners

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: 7375 Powell Rd

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY Wildwood STATE FL ZIP CODE+4** 34785

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.036 Public Assistance

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

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

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

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

EXECUTIVE COMPENSATION INFORMATION:

1. 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; AND, (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/execomp.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 (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

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

SIGNATURE: _____

NAME AND TITLE: Steve Printz, Chairman

DATE: July 14, 2020

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision
Required/Recommended Provision and Required Exact Language
Not Required for PA Awards (Grants)

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) 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.

(2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

The applicant 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.

The applicant 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.

The applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must 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").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. 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.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as 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.

c. 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of $27 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 (b)(1) of this section.

(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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts 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). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

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.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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.

Federal Water Pollution Control Act

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.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(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's 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).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). 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 (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 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.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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 who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor,_____, certifies or affirms the truthfulness and accuracyof each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. 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—
   1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(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.

(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.

(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.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2. CHANGES

a. Standard. 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.

b. Applicability. 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.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a 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.

c. Suggested Language.

"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."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the 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.

c. Suggested Language.

"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, orany other party pertaining to any matter resulting from thecontract."

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"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."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non-Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

Sumter BOCC

Sub-Recipient Agency

July 14, 2020

Date

Signature

Steve Printz, Chairman

Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
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 pending obligations for eligible work. 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.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

<u>LINE ITEM JUSTIFICATION</u> (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 must 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).

_____

_____

_____

_____

_____

_____

Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant will return the signed funding agreement via email to the assigned Grant Manager. The Applicant will also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Sub-grant Agreement
    a. Item (3) CONTACT – Section c.
        i. Fill out the point of contact for any necessary future discussions regarding the contract
        ii. Contact does not have to be the authorized signor

    b. Signature page
        i. Fill out the following information:
            1. By – Original Signature of the Authorized Agent
            2. Name and Title – Printed name and title of the Authorized Agent
            3. Date – Date of contract signage
        ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**

2. Attachment C: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
    a. Signed and dated by the Authorized Agent
    b. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.

3. Attachment D: Designation of Authority
    a. At least 2 contacts must be filled out completely
        i. The Authorized Agent (Box 1) must be the same as the person signing the agreement.
        ii. The other contact may be in any other box
        iii. Each contact listed must fill out the following:
            1. Agent's Name
            2. Signature
            3. Organization/Official Position
            4. Mailing Address
            5. City, State, Zip
            6. Daytime Telephone
            7. E-mail Address

    b. Signature for 'Sub-Grantee Authorized Agent Signature' (bottom of page) must be the person from Box 1 – the Authorized Agent

    c. Complete the following:
        i. Sub-Grantee's Fiscal Year (FY) Start:
        ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
        iii. Sub-Grantee's: FIPS Number (found on FLPA)

4. Attachment E: Statement of Assurances
    a. Signed and dated by the Authorized Agent

5. Attachment H: Federal Funding Accountability and Transparency Act (FFATA) Instructions and Worksheet

a. The following information must be provided if the sub-award obligated is $25,000 or more. **Applicant must fill out information listed below if they expect future obligated projects to total more than $25,000.** If the Applicant is obligated less than $25,000 and does not expect additional projects to be above that amount, proceed to the next attachment (Attachment J).

   i. Organization and Project Information:
      1. DUNS # - found on FloridaPA.org
         a. **If** Applicant does not have a DUNS# please see page 45 for additional information
      2. Business Name
      3. DBA Name (If Applicable)
      4. Principle place of Business Address

   ii. Principal Place of Project Performance:
         a. If work was conducted in a location other than the principle place of business, fill out the section titled, 'Principle Place of Project Performance'
         b. If this does not apply to Applicant, leave blank.

   iii. Executive Compensation Information:
      1. Select the appropriate boxes under "Executive Compensation Information"
         a. If the answer to Question #1 is "Yes," continue to Question 2.
         b. If the answer to Question 1 is "No", continue to the signature block on the page 49 to complete the certification and submittal process.
         c. If the answer to Question #2 is "Yes," continue to the signature block on page 49 to complete the certification and submittal process.
         d. If the answer to Question #2 is "No," fill out the Total Compensation Chart and continue to the signature block on page 49 to complete the certification and submittal process.

   iv. The Authorized Agent must sign and date this Attachment

6. Attachment J: DHS OIG Audit Issues and Acknowledgement
   a. Signed and dated by the Authorized Agent

Appendix 1

The Authorized Agents recognized by the Florida Department of Emergency Management are the following:

- State Agencies:
  - Secretary
  - Director of the Agency
- County:
  - Chairman of the Board of Commissioners
- City:
  - Mayor
- Indian Tribe:
  - Chief
  - President
- Police Department:
  - Chief of Police
- Sheriff's Office:
  - Sheriff
- School Board:
  - Superintendent
- Charter School:
  - Chair of the Board of Directors
- Institution of Higher Education:
  - President of the Institution
- Water Management District:
  - Chairman
- Fire District:
  - District Chief
- Special District:
  - Executive Director
- Non-Profit:
  - Chairman of the Board
- Corporation:
  - Chair of the Board of Directors
  - President

1. If the contract is not signed by the originally required agent listed above, then a letter designating authority to a different agent within the entity is permissible. The letter must have the following:
   a. A letterhead of the city, county, tribe, etc. giving authority
   b. Language indicating the delegation of authority to new employee from originally authorized agent.

The delegation letter must submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Data Universal Numbering System (DUNS)

Website: http://fedgov.dnb.com/webform/displayHomePage.do
Phone: 866-705-5711
Email: SAMHelp@dnb.com

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization. Call the number above between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call. The DUNS number will offer a way for the Federal government to better match information across all agencies. **You will need this number before a contract can be fully executed.**

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: https://vendor.myfloridamarketplace.com
Phone: 866-352-3776
Email: vendorhelp@myfloridamarketplace.com

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: https://flvendor.myfloridacfo.com
Phone: (850) 413-5519
Email: FLW9@myfloridacfo.com

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting

the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**

Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type "flvendor.myfloridacfo.com". DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm
Phone: (850) 413-5517
Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Execution of Agreement with Pictometry International Corp. for Property Pictometry in Sumter County (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: Pictometry International Corp.

Effective Date: 7/14/2020 Termination Date: 7/13/2026

Managing Division / Dept: **Administrative Services**

BUDGET IMPACT: $210,936 FY 20/21

FUNDING SOURCE: **General Fund**

Type: Annual **EXPENDITURE ACCOUNT:** **001-415-519-3100**

HISTORY/FACTS/ISSUES:

Sumter County is taking on this project in coordination with the Property Appraiser's Office that will have the most to gain from it. The service will provide ortho and oblique imagery at both the Neighborhood and Property levels, as well as the corresponding imagery project survey report. Therefore, it is recommended that the County enter into a multi-year agreement with Pictometry International Corp. to provide these services. Additional services provided under this agreement are post hurricane response imagery, previously captured imagery of Sumter County as well as imagery captures from surrounding counties. There are benefits for Public Works in its review of signage heights from the date of the imagery as well as road striping conditions less reflectivity.

By executed the agreement now, Sumter County gains access to the current imagery the company has for certain areas of Sumter County.

Attached is the agreement for the review and approval by the BOCC.

Prepared by: **Becky Segrest** **Grammarly Check** ☒

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND SUMTER COUNTY, FL ("CUSTOMER")

1. This order form ("Order Form"), in combination with the contract components listed below:

   Section A: Product Descriptions, Prices and Payment Terms
   Section B: License Terms:
   - Delivered Content Terms and Conditions of Use
   - Online Services General Terms and Conditions
   - Software License Agreement

   Section C: Non-Standard Terms and Conditions
   Appendix 1: Photogrammetric Product Specifications

   (all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Photogrammetric Product Specifications; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
7375 Powell Road	25 Methodist Hill Drive
Wildwood, Florida 37485	Rochester, NY 14623
	Attn: General Counsel
Phone: 352-689-4400 Fax: 352-689-4401	Phone: (585) 486-0093 Fax: (585) 486-0098

   Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.

5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.

7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Except with respect to Customer's payment obligations for services delivered, reports delivered or any ongoing subscription payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	**PICTOMETRY**
SUMTER COUNTY, FL	**PICTOMETRY INTERNATIONAL CORP.**
(entity type)	a Delaware corporation
SIGNATURE:	**SIGNATURE:**
NAME:	**NAME:**
TITLE:	**TITLE:**
DATE:	**EXECUTION DATE:**
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C13803657

BILL TO
Sumter County, FL
Sumter County Board of County Commissioners
7375 Powell Road Wildwood, Florida 34785
(352) 689-4400
Administrative.Services@sumtercountyfl.gov

SHIP TO
Sumter County, FL
Sumter County Board of County Commissioners
7375 Powell Road Wildwood, Florida 34785
(352) 689-4400
jennifer.kasper@sumtercountyfl.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A116566	CDeca	Triennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
622	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$160.00	$144.00 (10% – Long Term Incentive Discount)	$89,568.00
50	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$288.00 (28%)	$14,400.00
1	Survey Report - Imagery Project - Compiled To Accuracy Statement	Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement. Applicable Terms and Conditions: Order Form	$1,500.00		$1,500.00
1	State License Fee	State license fee. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00

3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$0.00 (100%)	$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
				SUBTOTAL – FIRST PROJECT	$105,468.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
622	Reveal Essentials+ Neighborhood	Provides ortho and oblique imagery at a Neighborhood level. Deliverables include measurable oblique and ortho imagery at a neighborhood resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$160.00	$144.00 (10% – Long Term Incentive Discount)	$89,568.00
50	Reveal Essentials+ Property	Provides high resolution ortho and oblique imagery at a Property level. Deliverables include measurable oblique and ortho imagery at a property resolutions. Color balanced orthomosaic imagery is generated by a fully automated photogrammetric process and delivered digitally in various formats with the associated metadata. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	$400.00	$288.00 (28%)	$14,400.00
1	Survey Report - Imagery Project - Compiled To Accuracy Statement	Available with corresponding imagery purchase. Product Includes: Report signed/sealed by appropriately credentialed personnel. Report details production statistics including GPS/INS post processing and includes an NSSDA compliant "Compiled To" accuracy statement. Applicable Terms and Conditions: Order Form	$1,500.00		$1,500.00
1	State License Fee	State license fee. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	$0.00		$0.00
1	Oblique Imagery Bundle w/Three (3)Yrs of EFS Maint & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	$0.00		$0.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions;Software License Agreement	$2,200.00	$0.00 (100%)	$0.00

1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	$10,000.00	$0.00 (100%)	$0.00
				SUBTOTAL – SECOND PROJECT	$105,468.00

Thank you for choosing Pictometry as your service provider.	**TOTAL**	$210,936.00

[1]Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

On or before 1 Nov 2020	$8,789.00
On shipment of Flight 1	$26,367.00
On Anniversary of Flight Delivery	$35,156.00
On Anniversary of Flight Delivery	$35,156.00
Total Payments	**$105,468.00**

SECOND PROJECT

On shipment of Flight 2	$35,156.00
On Anniversary of Flight Delivery	$35,156.00
On Anniversary of Flight Delivery	$35,156.00
Total Payments	**$105,468.00**

PRODUCT PARAMETERS

FIRST PROJECT

IMAGERY

Product: **Reveal Essentials+ Neighborhood**
Leaf: Leaf Off: Less than 30% leaf cover

Product: **Reveal Essentials+ Property**
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: **Pictometry Connect - CA - 50**
Admin User Name: Cindy Tharny
Admin User Email: cindy.tharney@sumtercountyfl.gov
Geofence: FL Citrus FL Hernando FL Lake FL Marion FL Sumter

SECOND PROJECT

IMAGERY

Product: **Reveal Essentials+ Neighborhood**

Leaf:	Leaf Off: Less than 30% leaf cover
Product:	**Reveal Essentials+ Property**
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product:	**Pictometry Connect - CA - 50**
Admin User Name:	Cindy Tharny
Admin User Email:	cindy.tharney@sumtercountyfl.gov
Geofence:	FL Citrus FL Hernando FL Lake FL Marion FL Sumter

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program ("DRP")

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. **Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

B. **Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.

C. **Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.

1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.

1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.

1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.

1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
(a) install the Delivered Content on Authorized Systems;
(b) permit access and use of the Delivered Content through Authorized Systems by:
(i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
(ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
(iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.

2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.

2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.

2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.

2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.

2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.

3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.

3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.

3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.

3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.

4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

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6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.

6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

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7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

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1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

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2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.

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5. LIMITATION OF LIABILITY

5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.

5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.

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5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.

5.5 Notwithstanding anything to the contrary in this Section 5:

(a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.

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(c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.

6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.

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6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.

6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.

6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.

6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.

6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

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   C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.

   D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.

   E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.

H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Florida in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.

3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;

b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and

c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

4. Firm shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

5. IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRMS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

6. The second sentence under Fees; Payment Terms shall be revised to: "To the extent any amounts properly invoiced pursuant to this Agreement are not paid within forty-five (45) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less)."

7. Customer may designate Jennifer Kasper (Jennifer.Kasper@sumtercountyfl.gov), or any other County Administrator appointed designee, as Connect Administrator during the term of Customer's active Connect Account.

[END OF NON-STANDARD TERMS AND CONDITIONS]

Product	Essentials+ Property
Ortho frame imagery	• Nominal 2in GSD ortho imagery, Imagery as good as 1.2in and no worse than 3in
Orthomosaic Specifications	• Orthomosaic Resolution 2in or 3in GSD (Best Available provided) • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 2.6in GSD oblique imagery ranging from 1.7in to 3.5in GSD: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • 2in or 3in GSD (Best Available Provided) Access Methods: • Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately

Orthomosaic Deliverable Format (Physical)	Resolution:
	• 2in or 3in GSD (Best Available Provided)
	Projection/Coordinate System:
	• Customer Selectable
	Datum:
	• Customer Selectable
	File Format:
	• Mosaic Tiles
	  o Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file
	  o Includes separate Pictometry Map Image (PMI) trailer file
	• Project-Wide Mosaic
	  o Available in ECW, MrSID (All versions) format

Oblique Imagery & Frame Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make frame imagery available online within 20 days of capture complete • Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

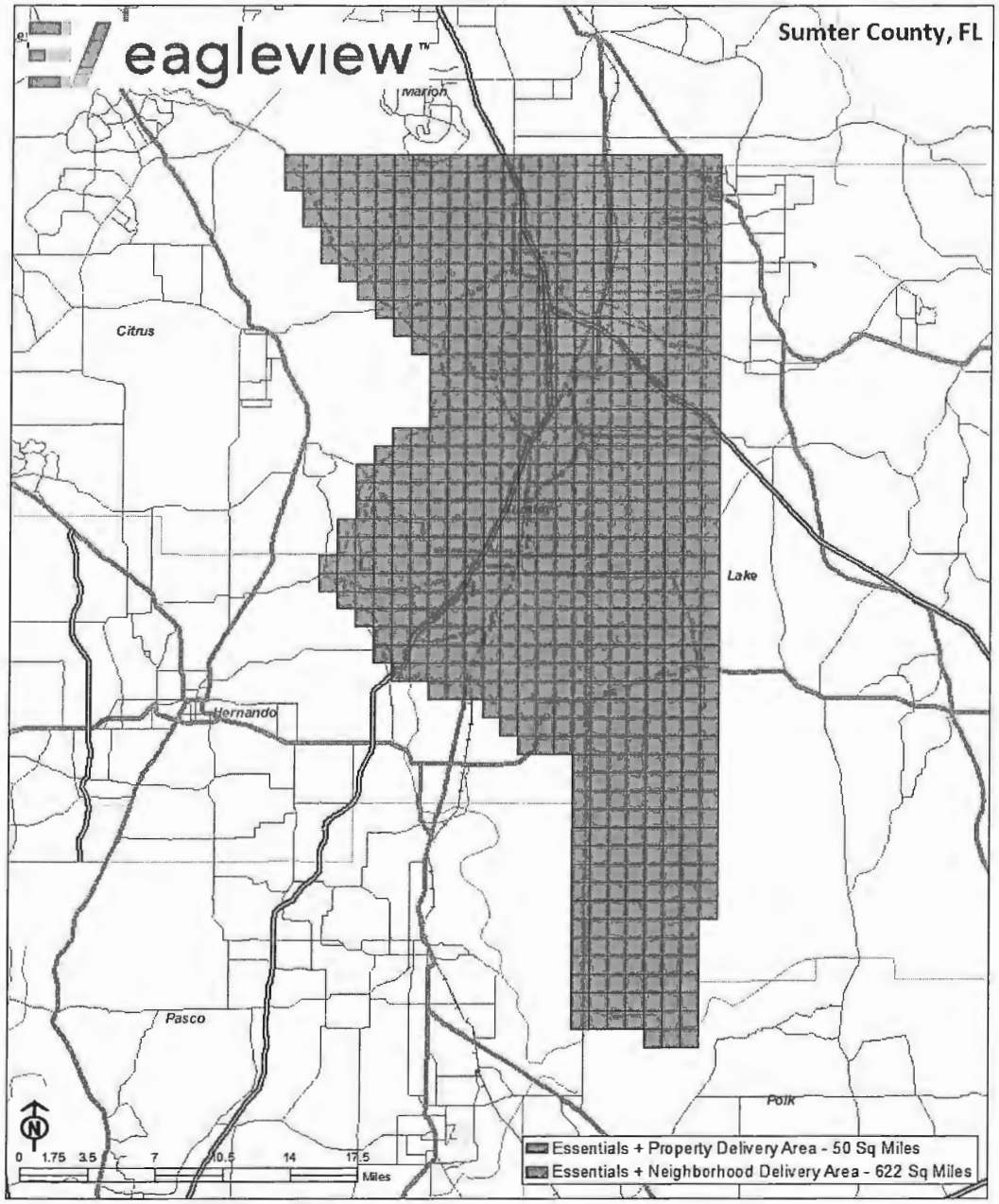
Product	Essentials+ Neighborhood
Orthomosaic Specifications	• Resolution at 6in GSD • Typical Positional Horizontal Accuracy: 1m at a 95% confidence level • Fully automated photogrammetric orthomosaic. Imagery may contain seamlines • Project-wide color and contrast balancing
Oblique Imagery	Nominal 6in GSD oblique imagery or better: • Where available fully automated photogrammetric mosaiced imagery. Imagery may contain seamlines
Metadata and Reporting	Metadata: • Metadata generated that meets FGDC Standards upon request • Shapefile(s) with discrete deliverable boundaries and directional metadata
Orthomosaic Deliverable Format (Online)	Resolution: • Resolution at 6in GSD Access Methods:

	• Available via web-based viewer (Connect) - Contracted separately • Also available via WMS/WMTS (Image Service) - Contracted separately

Orthomosaic Deliverable Format (Physical)	Resolution:
	• Resolution at 6in GSD
	Projection/Coordinate System:
	• Customer Selectable
	Datum:
	• Customer Selectable
	File Format:
	• Mosaic Tiles
	  o Available as JPEG, GeoTIFF, JPEG2000, PNG, ECW, MrSID (All versions) with world file
	  o Includes separate Pictometry Map Image (PMI) trailer file
	• Project-Wide Mosaic
	  o Available in ECW, MrSID (All versions) format

Oblique Imagery Deliverable Format	Access methods: • Available via web-based viewer (Connect) - Contracted separately
Delivery Timeline	• Best efforts to make ortho and oblique imagery available online and/or ready for physical delivery within 30 days of capture completion

MAP(S)


eagleview
Sumter County, FL
Marion
Citrus
Lake
Hernando
Pasco
Polk
0 1.75 3.5 7 10.5 14 17.5
Miles
Essentials + Property Delivery Area - 50 Sq Miles
Essentials + Neighborhood Delivery Area - 622 Sq Miles

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Execution of the Preliminary Engineering Agreement for the Installation of a Concrete Crossing Surface at CR 472 Between CSX Transportation, Inc. and Sumter County (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: CSX Transportation, Inc.
Effective Date: 07/14/2020 Termination Date: 06/30/2021
Managing Division / Dept: **Operations**

BUDGET IMPACT: $15,000.00 Preliminary Engineering Services plus an estimated construction cost in the amount of $384,087.00 for a total project cost of $399,087.00.

FUNDING SOURCE: **County Transportation Trust Fund**
Type: Capital **EXPENDITURE ACCOUNT:** **001-340-541-6300**

HISTORY/FACTS/ISSUES:

The need for the installation of a new concrete railroad crossing surface at CR 472 in Oxford, Sumter County, Florida, has been identified and agreed upon by Sumter County and CSX Transportation, Inc. Attached for BOCC review and approval is the Preliminary Engineering (PE) Agreement for CSX to provide the PE for this installation. The initial cost for the PE portion of this project was $15,000.00 paid in advance to CSX. The estimated remaining construction cost is $384,087.00.

The staff recommends approval.

Attachments:
Preliminary Engineering Agreement
Project Quote
CSXT Schedule PA
CSX Transportation-New Project Initiation Form

Prepared by: **Michael Bryant** **Grammarly Check** ☒

CSXT Schedule PA

(Advance Payment – Construction Agreement)

PAYMENT SUBMISSION FORM

PROJECT INFORMATION

CSX OP No.: **FL2620**

Description: **Oxford, Sumter County, FL; Concrete Panel Crossing Surface Upgrade at CR-472; 624113J; Florida Zone, Wildwood Subdivision; S 758.08**

****

Payment is hereby provided in accordance with the terms of Section 6 Payment for Protective Services, of the Agreement dated _____, between Agency and CSXT.

****

A copy of this Payment Submission Form shall accompany all payments delivered by Agency to CSXT which shall be forwarded to the following address:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

****

(All information below to be completed by Agency providing Payment)

Payment Date	Payment Amount	Check No.
_____	_____	_____

****

Date: _____

By: _____

Please send copy of check to:
CSX Transportation
Scott Willis
Project Manager II– Public Projects
500 Water Street J-301
Jacksonville, FL 32202

Name: _____

Title: _____

Phone: _____

Email: _____

CSX TRANSPORTATION – NEW PROJECT INITIATION FORM

Please provide the following information so that CSXT is able to accurately and appropriately process the project setup and billing.

Is this project associated with Federal funds?	NO
Is this project associated with State funds?	NO
Please describe the funding source for this project (i.e. INFRA, Section 130, State, County, Private, etc.).	Sumter County
Project Requirements:	☐ Buy America ☐ Additional procurement restrictions (Please describe below) ☐ State Suspended and Debarred (Note - All federally funded projects are already monitored against the federal sus/deb listings) ☐ Davis-Bacon (Please only check this box if this is a construction project that may be performed by an outside party) ☐ CSX is subject to a state single audit as a recipient or subrecipient of funds (The only states that should apply here are FL or NC. FL must provide completed form DFS-A2-NS.)
Only complete this section if this project is associated with Federal and/or State funds.	☐ Other If you selected Other, please describe below.

Project Sponsor Bill To Information

Agency - Sponsor:	Michael Bryant, Assistant Public Works Director-Operations
Billing Address:	319 E. Anderson Ave., Bushnell, FL 33513
Contact Name:	Michael Bryant, Assistant Public Works Director-Operations
Phone:	352-689-4400
E-mail:	michael.bryant@sumtercountyfl.gov
Project Location:	CR 472 625113J Wildwood Subdivision
Project Description:	Installation of Concrete Crossing Surface at CR 472
Sponsor Project Ref. Number (If applicable)	

Signature of Applicant*

Please sign, and e-mail this form to the authorized CSX representative.

Name and Title of Applicant	Deborah Snyder, Public Works Director		
Signature of Applicant	Deborah L Snyder Digitally signed by Deborah L Snyder Date: 2020.01.15 16:02:44 -05'00'	Date:	1/15/2020

*By signing this form you are authorizing CSXT to incur costs and bill against this project. Should the project be canceled, CSXT will bill the Project Sponsor for the incurred costs. In the event the Project Sponsor is unresponsive for 90 days or more, the project will be closed; and the Project Sponsor will be final billed for all project costs incurred.

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, June 22, 2020 9:28 AM
To: Bryant, Michael
Cc: Willis, Scott; Olsen, Eva (External); Shaw, Jeffrey; Price, Steven; Pearson, Natalie; Snyder, Jill
Subject: REVISED Construction Agreement {FL2620; Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08}
Attachments: FL2620 Construction Agreement EJO 20200619.pdf; CSXT Schedule PA Form_FL2620.pdf

Mr. Bryant,

Please disregard previous submittal of the Construction Agreement and reference the attached revision. **The County will need to provide additional funding of $384,087** to cover crossing surface upgrades at CR-472. Please be advised, this amount covers two (2) tracks; Originally, there was only one (1) mainline when the PE Agreement was first executed. This amount also includes asphalt, MOT, and police protection services.

If you have any questions, please contact me at your earliest convenience to discuss.

Thanks,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
~~**P** 904-396-5727 / *Direct:* 904-491-2917~~ | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

---

From: Snyder, Jill <JSnyder@benesch.com>
Sent: Friday, June 19, 2020 4:35 PM
To: Showman, Clayton <CShowman@benesch.com>; Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: Construction Agreement (FL2620; Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)
Importance: High

Good evening Mr. Bryant,

On behalf of CSX, please see the attached Construction Agreement and New Project Funding Form for review and partial execution.

Note the following:

- Print two (2) single-sided copies of the attached Construction Agreement for your execution.
- Please do not date the Agreement since this will be done at CSX during full execution of Agreement.
- Please review the New Project Initiation/Funding Form and advise if any updates to this form are needed.
- Mail both executed originals and a copy of the check and Payment Submission Form (Schedule PA) to:

Scott Willis

CSX Transportation
Project Manager II – Public Projects
500 Water Street J-301
Jacksonville, FL 32202

- Payment shall be sent to the P.O. Box address shown on the Payment Submission Form (please include this form with payment).

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

- The remaining project balance to be returned upon completion and close out of project.

Please contact me at your earliest convenience if you have any questions or comments.

Thank you,

Jill Snyder | **Project Assistant I** | Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904.497.4476 | **E** jsnyder@benesch.com | **W** www.benesch.com

---

From: Showman, Clayton <CShowman@benesch.com>
Sent: Friday, June 19, 2020 8:55 AM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>; Snyder, Jill <JSnyder@benesch.com>
Subject: Re: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

Agreement has been approved by CSXT and is coming your way this morning.

Thanks,
Clayton Showman

Get Outlook for Android

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Friday, June 19, 2020 6:50:25 AM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Good morning Mr. Showman, do you have a status on the agreement for the C 472 crossing. I have a budget meeting today and was hoping to have that for the meeting.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov [sumtercountyfl.gov]

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, June 15, 2020 11:17 AM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

The estimate and the Construction Agreement have been drafted and are under review prior to submission. I should have the Agreement ready by the end of the week.

Thanks,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

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From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Monday, June 15, 2020 11:04 AM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Good afternoon Mr. Showman, do you have an update on the C 472 crossing?

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov [sumtercountyfl.gov]

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, April 27, 2020 1:15 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

Per our conversation, the following will be considered and estimated for the new crossing at CR-472:

- 7-day crossing closure
- Paving limits will extended out to the existing asphalt joint (roughly 12 ft from centerline of nearest rail) on both roadway approaches to achieve a smooth crossing
- Thermo pavement markings

Thank you,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Tuesday, April 21, 2020 3:16 PM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Thank you

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Tuesday, April 21, 2020 3:15 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: MOT/Police Protection/Asphalt Services (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Acknowledged. I will have to request bids from rail vendors to get quotes for MOT, Police Protection, and Asphalt work. CSX has stated police protection will need to be site during crossing surface construction. The request will be issued out today and will be due in two weeks. Let me know if you have any questions. Thanks.

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

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From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Tuesday, April 21, 2020 7:41 AM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: MOT Response (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Showman, with that type of closure I will have to ask for you to include everything in your scope then. The county doesn't have this type of materials, the contractors take care of it when it is needed.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, April 20, 2020 5:20 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: MOT Response (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

Since police protection will not be present during surface construction, non-movable jersey barriers/walls will need to be placed to completely close-off the crossing from the traveling public before commencing work. Please advise the County's concurrence, since this language will need to be placed in the Construction Agreement.

Thanks,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

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From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Monday, April 20, 2020 4:46 PM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill

<JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: RE: Estimate (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Showman, attached is the detour that we have used in the past and we used type III barricades at the tracks to close the road and type I at the detour route for local traffic only.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, April 20, 2020 4:05 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Pearson, Natalie <Natalie_Pearson@csx.com>
Subject: Estimate (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

We can include asphalt in the estimate. It would only cover a few feet approaching each set of tracks and in between the tracks to accommodate the concrete panels.

Do you have an MOT plan available? And, do you know what type of barriers will be placed during crossing closure?

Thanks,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

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From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Wednesday, April 15, 2020 3:20 PM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Can the asphalt be included in the estimate? The county can help with the MOT, we have the message boards and barricades, police protection should not be needed or we have never used them when we closed the crossing in the past.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Wednesday, April 15, 2020 3:16 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

The site survey has been completed and will be drafting the Construction Agreement along with the estimate.

Will the County be handling the asphalt (for the approaches), MOT, and police protection during construction?

Thanks,

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

---

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Wednesday, April 15, 2020 1:23 PM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Good afternoon Mr. Showman, would you happen to have any update for the C 472 crossing? We are in our budget cycle and I wondering where we were at on this project. Thanks for all of your help getting this project going.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Tuesday, March 10, 2020 2:13 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

CSX has not received an PO yet. Can you send an electronic copy?

Clayton Showman | Project Specialist - Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Wednesday, March 4, 2020 3:25 PM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Sorry for the delay Mr. Showman, can you tell me if you have received payment yet? The invoice was sent in the week we spoke and should have made it to you.

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov

From: Showman, Clayton <CShowman@benesch.com>
Sent: Monday, February 24, 2020 1:09 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: Project Update (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Mr. Bryant,

Please provide an update regarding the PO for the subject project.

Thanks,

Clayton Showman | Railroad Division

Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com

From: Olsen, Eva (External) <Eva_Olsen@CSX.com>
Sent: Thursday, January 23, 2020 1:06 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>; Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: Agreement (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Good afternoon Mr. Bryant,

I apologize for the delay. Requested invoice is attached.

Thanks so much,

Have a safe day

Eva Olsen
Engineering Assistant - Public Projects
500 Water Street - J301
Jacksonville, FL 32202
Email: Eva_Olsen@csx.com
Office: (904) 359-3226
Fax: (904) 366-4042

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Friday, January 17, 2020 1:36 PM
To: 'Showman, Clayton' <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey (External) <jshaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: RE: Agreement (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Good afternoon Mr. Showman, I have a PO for the $15,000. Can I get you to send me an invoice so I can get that over?

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov [sumtercountyfl.gov]

From: Showman, Clayton <CShowman@benesch.com>
Sent: Wednesday, January 15, 2020 2:22 PM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>;

Price, Steven <SPrice@benesch.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: Agreement (Oxford, Sumter County, FL; PE for Concrete Crossing Surface at CR-472; 625113J; Florida Zn; Wildwood Sub; S 758.08)

Michael,

Per discussion with CSX, we can proceed preparing a project with the executed PE Agreement dated April 25, 2018. However, payment of $15,000 will need to be submitted and processed before beginning PE work. Please provide a status of payment, when available.

Also, please fill out and return the attached New Project Funding Form.

Let me know if you have any questions.

Thanks,

Clayton Showman | Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com [secure-web.cisco.com]

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Friday, January 10, 2020 10:22 AM
To: Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: RE: C 472 RR Crossing; 625113J; Oxford, Sumter County, FL

Thank you for the information and the help.

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov [sumtercountyfl.gov]

From: Showman, Clayton <CShowman@benesch.com>
Sent: Friday, January 10, 2020 10:22 AM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>; Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: RE: C 472 RR Crossing; 625113J; Oxford, Sumter County, FL

Mr. Bryant,

Per our discussion, please provide a copy of the existing un-executed agreement for reference on to the location of the crossing. Once we receive this information, we will proceed drafting the PE Agreement and estimate.

Thank you,

Clayton Showman | Railroad Division
Alfred Benesch & Company | 225 Water Street, Suite 1510, Jacksonville, FL 32202
P 904-396-5727 / *Direct:* 904-491-2917 | **C** 904-451-5344 | **E** cshowman@benesch.com | **W** www.benesch.com [secure-web.cisco.com]

From: Olsen, Eva (External) <Eva_Olsen@CSX.com>
Sent: Friday, January 10, 2020 8:27 AM
To: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>; Showman, Clayton <CShowman@benesch.com>
Cc: Willis, Scott <Scott_Willis@csx.com>; Snyder, Jill <JSnyder@benesch.com>; Shaw, Jeffrey <JShaw@benesch.com>; Price, Steven <SPrice@benesch.com>
Subject: RE: C 472 RR Crossing

Good morning Mr. Bryant,

You have reached the right department and we will be happy to assist in this process. We are assigning one of our GEC's (copied) to handle this on our behalf. Your main contact will be Mr. Clayton Showman. Mr. Showman will be in touch with you shortly to explain the process and get this started. If you need anything additional, you can reach me at the number below.

BENESCH,
This is your official project assignment. Please reach out to Mr. Bryant as soon as possible.

Thanks,

Have a safe day

Eva Olsen
Engineering Assistant - Public Projects
500 Water Street - J301
Jacksonville, FL 32202
Email: Eva_Olsen@csx.com
Office: (904) 359-3226
Fax: (904) 366-4042

From: Bryant, Michael <Michael.Bryant@sumtercountyfl.gov>
Sent: Thursday, January 9, 2020 5:00 PM
To: Willis, Scott <Scott_Willis@csx.com>
Cc: Olsen, Eva (External) <Eva_Olsen@CSX.com>
Subject: C 472 RR Crossing

Good afternoon Mr. Willis, I am trying to find out who to contact on getting the crossing on C 472 in Wildwood, FL upgraded to concrete. Sumter County has put it in the budget now for a few years and due to staff changes it has never been completed. Can you help me out with this request?

Thanks,

Michael Bryant
Assistant Director – Operations
Public Works
Board of Sumter County Commissioners
Tel: 352-689-4400
Fax: 352-689-4401
www.sumtercountyfl.gov [sumtercountyfl.gov]
[sumtercountyfl.gov]
[apwa.net]

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CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of _____, 2020, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and SUMTER COUNTY PUBLIC WORKS, a body corporate and political subdivision of the State of Florida ("**Agency**").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, new concrete panel crossing surface, with removal of the existing rubber and asphalt surface, at CR-472, Oxford, Sumter County, Florida; Department of Transportation Crossing Number 625113J; Florida Zone; Wildwood Subdivision; Railroad Milepost Number S 758.08 (the "**Project**").

2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

   1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and

approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **one year from date of this Agreement**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs

Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

4.3.3 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms

and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.

8.3 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans, consisting of roadway pavement up to the outer ends of the railroad cross ties, sidewalks, guardrails, and curbs, in good and safe condition to CSXT's satisfaction. In the event Agency fails to do so after reasonable notice from CSXT (unless an emergency condition exists or is imminent in the opinion of CSXT that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense.

10.2 By CSXT. CSXT shall maintain and repair the crossing surface between the ends of its cross ties and its signal facilities at the crossing, at Agency's sole cost and expense.

10.3 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior written approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. CSXT may undertake alterations of its property, track or facilities and shall be reimbursed by Agency for the expenses incurred by CSXT with respect to the removal and restoration of the crossing in connections with such alteration.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the County.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's

Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Project Management – Public Projects
If to Agency:	Sumter County Public Works 319 East Anderson Avenue Bushnell, Florida 33513 Attention: Assistant Public Works Director - Operations

17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in **Sumter County**, Florida.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

SUMTER COUNTY PUBLIC WORKS

By:_____

Name:_____

Title:_____

CSX TRANSPORTATION, INC.

By:_____
J. Tod Echler
Assistant Vice President - Engineering

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Not perform any of the Project work.
2. Review and approve detour route(s) for Maintenance of Traffic.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Construction and installation of concrete panel crossing surface.
3. Saw cut of the roadway and removal of the existing surface.
4. Asphalt paving to the existing asphalt joint - roughly twelve (12) feet from centerline of nearest rail, on both sides of the crossing, for the crossing approach. Paving includes in-between the rails.
5. Thermal pavement striping.
6. Removal and disposal of waste materials; clean up of the work site.
7. Maintenance of Traffic, including drafting of Maintenance of Traffic plan.
8. Police protection on both sides of crossing.
9. Changes in communication and signal lines.
10. Flagging services and other protective services and devices as may be necessary.
11. Construction engineering and inspection to protect the interests of CSXT.
12. All work to be in accordance with FDOT Index 830-T01.

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been drafted by CSXT:

SHEET	DESCRIPTION	PREPARER	DATE
N/A	Proposed Crossing Surface Layout	Alfred Benesch & Co.	5/11/20

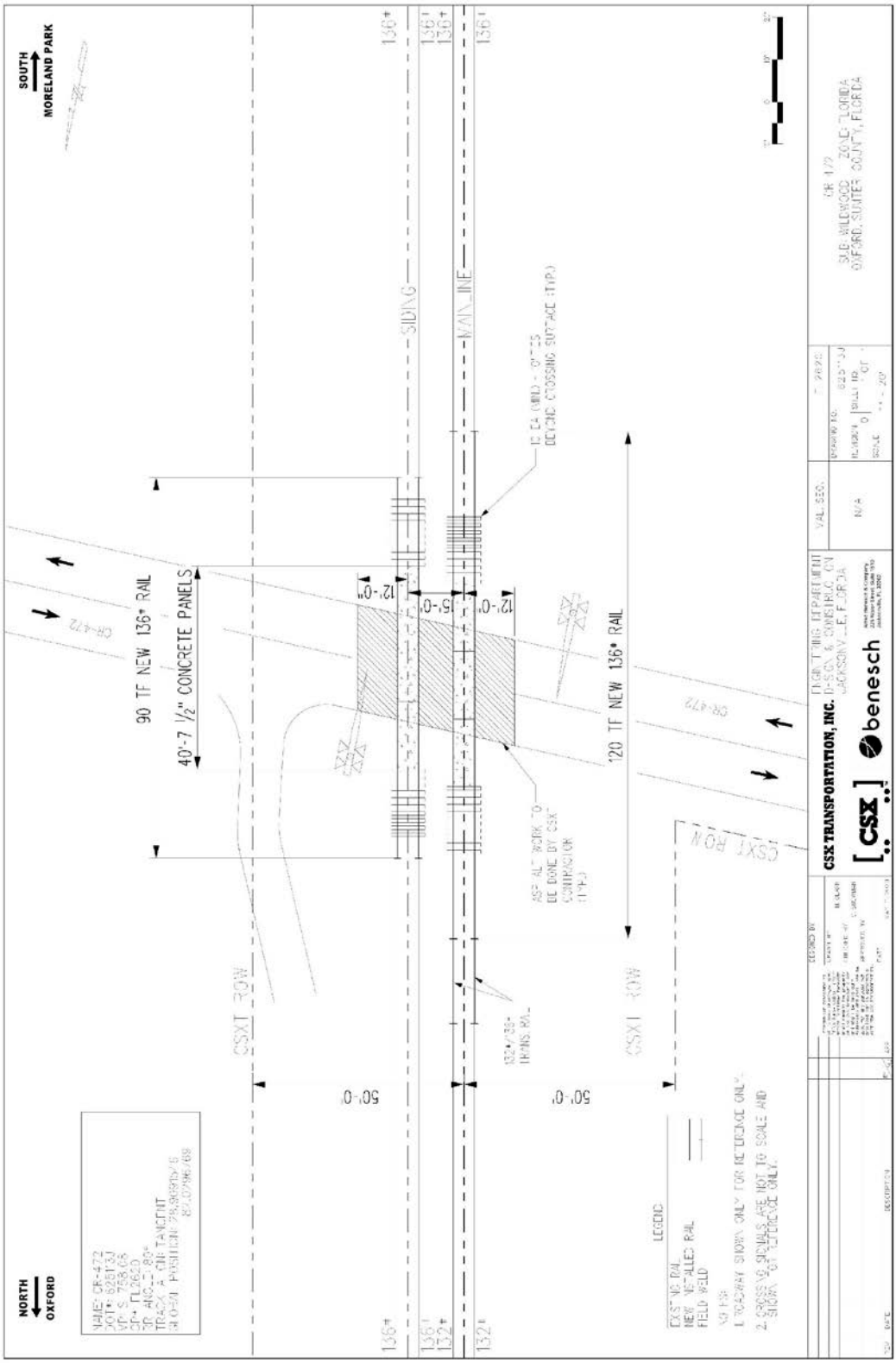
SOUTH
MORELAND PARK
NORTH
OXFORD
90 TF NEW 136# RAIL
40'-7 1/2" CONCRETE PANELS
12'-0"
5'-0"
12'-0"
120 TF NEW 136# RAIL
SIDING
MAIN LINE
CSXT ROW
CSXT ROW
CSXT ROW
50'-0"
50'-0"
136#
136#
132#
CR-472
CR-472
LEGEND
CSX TRANSPORTATION, INC.
benesch

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of _____, as amended from time to time.

"Agency" shall mean the **Sumter County Public Works**.

"Agency Representative" shall mean the authorized representative of **Sumter County Public Works.**

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the

CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such

materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

    a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

    b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

    c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

    d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting

without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT

may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - FL2620 **Form Revision** 10/07/19

ESTIMATE SUBJECT TO REVISION AFTER: **6/16/2021** **DOT NO.:** 625113J
CITY: Oxford **COUNTY:** Sumter **STATE:** FL
DESCRIPTION: CR-472 - Upgrade existing rubber and asphalt crossing surface with concrete panels. Includes asphalt, MOT, and Police Protection Services. Also includes Preliminary Engineering, Construction Engineering & Inspection, and Flagging Services.
ZONE: Florida **SUB-DIV:** Wildwood **MILE POST:** S 758.08
AGENCY PROJECT NUMBER: Sumter County

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	15,000
	Subtotal					**$**	**15,000**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services					$	14,060
	Subtotal					**$**	**14,060**
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)					$	-
50	Labor (Foreman/Inspector)		5	Days @	$ 504.00	$	2,520
70	Additive					$	-
50	Additive	149.50% (Engineering Department)				$	3,767
230	Expenses	(Engineering Department)	5	Days @	$ 75.00	$	375
230	Expenses					$	-
	Subtotal					**$**	**6,662**
	SIGNAL & COMMUNICATIONS WORK:					**$**	**5,000**
	TRACK WORK:					**$**	**323,448**
	PROJECT SUBTOTAL:					**$**	**364,170**
900	**CONTINGENCIES:**	10.00% **Doesn't include PE Costs*				$	34,917
	PROJECT TOTAL:	**********				$	399,087
	CURRENT AUTHORIZED BUDGET:	**********				$	15,000
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**384,087**
	DIVISION OF COST:						
	Agency	100.00%				$	384,087
	Railroad	0.00%				$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: Benesch - CDS **Approved by:** *KSW* **CSXT Public Project Group**
DATE: 06/16/20 **REVISED:** **DATE:** 06/17/20

EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and Agency must appear on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description.

e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i) Broad Form Nuclear Exclusion - IL 00 21
(ii) 30-day Advance Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:
2.

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20___, between **Sumter County Public Works** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____
Name: _____
Title: _____
Date: _____

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SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Increase Contract ITB 007-0-2020/RS Sumter County Animal Services Construction Project Change Order #1 by $36,501.00 for Pave Rite to Install a New Waterline and Fire Hydrant (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: Daly and Zilch (Florida), Inc.

Effective Date: 02/25/2020 Termination Date: 09/07/2020

Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: $36,501.00

FUNDING SOURCE: **305 Capital Outlay Reserve Fund**

Type: Capital **EXPENDITURE ACCOUNT:** **305-100-562-6272**

HISTORY/FACTS/ISSUES:

The present contract amount is for $347,725.00. This change as an increase will be $36,501.00 for a new balance of $384,226.00. Change order #1 is an increased amount that includes labor, material, and equipment for the installation of the waterline and fire hydrant. The waterline and fire hydrant was a requirement from the Fire Inspector.

Prepared by: **Michael F. Jara** **Grammarly Check** ☒

Daly & Zilch (Florida), Inc.
STATE CERTIFIED
GENERAL CONTRACTOR
STATE CERTIFIED MINORITY BUSINESS
Lic. #CG-C059597
305 S. Salisbury Ter. • Suite A • Lecanto, FL 34461 • Office: (352) 341-4860 • Fax: 1-888-873-4861
Mobile–Linda: (352) 302-3626 • Mobile–Bud: (352) 302-7869 • www.daly-zilch.com

CITRUS COUNTY CHRONICLE'S BEST OF THE BEST READERS CHOICE AWARDS CHRONICLE www.chronicleonline.com WINNER 2009

To: The Lunz Group
Attn: J. Michael Murphy
110 South Kentucky Ave
Lakeland, Florida 33801

Change Order Proposal #1

Date: 07-01-2020

Project: Sumter County Animal Euthanasia Building
Addition of 12" main, run 8" water main and cap, install fire hydrant off of water line per Utility Plan draft 05-28-2020

The Contract is changed as follows:

The original Contract Sum was		$ 347,725.00
Net change by previously authorized Change Orders		$ -0-.00
The Contract Sum prior to this Change Order was		$ 347,725.00
The Contract Sum will be **(increased)** (decreased) (unchanged) by this Change Order in the amount of		$ 36,501.00
*Pave Rite Proposal	$31,740.00	
*Contractor Fee 15%	$ 4,761.00	
TOTAL	$36,501.00	
The new Contract Sum including this Change Order will be		$ 384,226.00

Daly & Zilch (FL), Inc.
Contractor

P.O. Box 937, Lecanto, FL 34460
Address

By:_____

Date: _____

_____
Owner

_____
Address

By:_____

Date:_____

Not valid until signed by the Owner and Contractor

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Postpone the Award and Contract with Traffic Control Devices, Inc. for ITB 022-0-2020/RS Sumter County Advanced Traffic Management System (ATMS) (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: Traffic Control Devices, Inc.

Effective Date: Termination Date:

Managing Division / Dept: **Engineering**

BUDGET IMPACT:

FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

ITB 022-0-2020/RS Sumter County Advanced Traffic Management System (ATMS) was broadcasted on 5/15/2020. Bids were due on 6/15/2020 at 2:00 p.m. and opened at 2:05 p.m. in the Training Room located at 319 E. Anderson Avenue, Bushnell, FL 33513.

Four (4) bids were received. However, staff is recommending to postpone the award of this project until easement documents are received from The Villages District Government. The anticipated BOCC award date will be moved to 7/28/20.

Prepared by:	**Becky Segrest**	**Grammarly Check**	☒

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Proposal for Ballistic Hardening of the Security Vestibule at the Sumter County Judicial Building (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: The Lunz Group
Effective Date: 07/14/2020 Termination Date: 1/14/2022
Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: $38,400.00
FUNDING SOURCE: **Court Improvement Fund**
Type: Capital **EXPENDITURE ACCOUNT:** **127-103-712-6300**

HISTORY/FACTS/ISSUES:

Sumter County contracted with the architectural firm The Lunz Group for on-call architectural services.

The Lunz Group submitted a proposal to provide design, construction documents and permitting and construction administration for Ballistic Hardening of the Security Vestibule at the Judicial Building as follows:

Task 1: Construction Documents	$28,600.00
Task 2: Permitting and Construction Administration	$8,800.00
Reimbursable Allowance	$1,000.00
Total:	$38,400.00

Staff recommends approval for Proposal for Ballistic Hardening of the Security Vestibule at the Sumter County Judicial Building.

Attached is the proposal.

Prepared by: **Bruce Atkinson** **Grammarly Check** ☒

THE LUNZ GROUP
Architecture | Interior Design

June 29, 2020

Mr. Bruce Atkinson
Facilities and Parks & Recreation Manager
Board of Sumter County Commissioners
7375 Powell Road
Wildwood, Florida 34785

Re: Proposal for Ballistic Hardening of the Security Vestibule at the Judicial Building – Bushnell
TLG Project #: 1902.08

Dear Bruce,

We are pleased to provide Sumter County with a proposal for construction documents and construction administration services for the above project.

Task 1: Construction Documents

- Produce drawings/specifications to include:
  - Demolition
  - Proposed construction
  - HVAC modifications as required
  - Electrical modifications as required

Task 2: Permitting and Construction Administration

- Submit building permit set
- Provide responses to all building department comments
- Respond to General Contractor's questions and review submittals
- Architect and/or Engineer shall make site visits during construction and for punch list.

Reimbursables

Reimbursable expenses include expenses incurred by The Lunz Group and consultants directly related to the project. This may include mileage, fees for permitting, printing, delivery and other similar project-related expenditures.

Our fee is as follows:

Task 1: Construction Documents	$ 28,600.00
Task 2: Permitting and Construction Administration	$ 8,800.00
Reimbursable Allowance	$ 1,000.00
Total	**$ 38,400.00**

Reimbursables will be billed according to the Base Contract.

HEADQUARTERS
58 Lake Morton Dr.
Lakeland, FL
33801-5344

PHONE
863.682.1882

FAX
863.687.6346

WEBSITE
www.lunz.com

LIC: AAC001580

CONDITIONS OF THE AGREEMENT
The Architect shall submit monthly invoices to the Client for compensation of the work completed at the time of invoicing. Payment shall be due within 30 days of receipt of each invoice. In the event that full payment on any invoice exceeds 60 days, all work on the project shall cease until all outstanding invoices are paid in full. The Client agrees to pay or reimburse the Architect for all reasonable attorneys and legal fees required to collect compensation for services rendered in accordance with this contract agreement.

The Client may terminate this Agreement without cause upon giving the Architect seven (7) days written notice. In the event of termination, the Architect shall be paid for all work in progress, to be based upon the work completed up to and including the date of termination.

The Architect shall provide work of a professional caliber; however, the Architect cannot, and does not, guarantee the action of the reviewing agencies and governmental officials to provide government approvals.

STANDARD OF CARE AND ALLOCATION OF RISK
The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. While the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design Professional negligently omitted which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of "(i)" just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is $10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

Pursuant to Florida Statutes Section §558.0035 (2013), an individual employee or agent of The Lunz Group may not be held individually liable for negligence.

We appreciate the opportunity to provide these services for you and look forward to your response. Please contact me If you have any questions.

Submitted by:	Approved by:
Signature	Signature
J. Michael Murphey, AIA, NCARB Printed Name	Printed Name
Principal Title	Title
June 29, 2020 Date	Date

CC: Eden Konishi, Brittany Currier, The Lunz Group

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Reduce contract RFQ 017-0-2018/RS, Sumter County Jail Expansion Design-Build Services, ($1,157,445.48) for owner provided purchase orders associated with the owner direct purchase program (ODP)**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity: AJAX Building Corporation

Effective Date: 08-14-2018 Termination Date: 01-08-2021

Managing Division / Dept: **Facilities & Parks**

BUDGET IMPACT: **($1,157,445.48)**

FUNDING SOURCE: **308 2018 Loan Construction Fund**

Type: Capital **EXPENDITURE ACCOUNT:** **308-100-523-6239**

HISTORY/FACTS/ISSUES:

Present contract amount is $16,414,896.30 change as a deduction will be ($1,157,445.48) for a new balance of 15,257,450.82. The deductive amount includes the actual amount of the owner issued purchase orders. The current estimated tax savings are approximately $285,428.43

Prepared by: **Michael F. Jara** **Grammarly Check** ☒

AJAX BUILDING CORPORATION
109 COMMERCE BOULEVARD
OLDSMAR, FLORIDA 34677
FL License #CG C042112

OWNER CHANGE ORDER

PROJECT NAME:
Sumter County Jail Expansion
Bushnell, Florida

OWNER:
Sumter County Board of County Commissioners
7375 Powell Road
Wildwood, Florida 34785

CHANGE ORDER NUMBER: Seven (7) (for Construction)

DATE OF CHANGE ORDER: March 30, 2020

DESIGN-BUILDERS JOB #: 201828

CONTRACT FOR: Construction Services

CONTRACT DATE: November 26, 2019

DESCRIPTION OF CHANGE *(Attach additional pages if required)*	**ADD**	**DEDUCT**
Reduce the Contract for Owner provided Purchase Orders associated with the Owner Direct Purchase Program (DPO) requested as of 03/30/2020 and not included in previous Contract Change Orders. Deductive amount of ($1,157,445.48) includes the actual amount of Owner issued Purchase Orders. This amount is approximate and will be reconciled by additive or deductive change order as each purchase order is fulfilled. See Attachment A dated 03/30/2020 for further clarification.		($ 1,157,445.48)

		CONTRACT TIME	DAYS	SUBSTANTIAL COMPLETION DATE
Original Contract Sum	$ 19,988,758.00			
Previously Approved Change Orders	($ 3,573,861.70)			
Present Contract Amount	$ 16,414,896.30	Original Contract Time	450	02/11/2021
This Change Order Add (Deduct)	($ 1,157,445.48)	This Change Add (Deduct)	0	0
New Contract Sum	$ 15,257,450.82	New Contract Time	450	02/11/2021

This Change Order is an amendment to the Contract Agreement between the Design-Builder and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Design-Builder for this change. Inconsideration of the foregoing adjustments in contract time and contract sum, the Design-Builder hereby releases the Owner from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between the Owner and Design-Builder with respect to this Change Order. No other agreements or modifications shall apply to this contract agreement unless expressly provided herein.

AJAX BUILDING CORPORATION
DESIGN-BUILDER

109 Commerce Boulevard
Oldsmar, Florida 34677
ADDRESS

SIGNATURE

Derek Gamble, VP of Operations
PRINTED NAME & TITLE

3/31/2020
DATE

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
OWNER

7375 Powell Road, Suite 200
Wildwood, Florida 34785
ADDRESS

SIGNATURE

Steve Printz, Chairman
PRINTED NAME & TITLE

DATE

ATTACHMENT 'A' to Change Order 7
Dated 03/30/2020
Sumter County Jail Expansion, Sumter County, Florida

This Change Order is a reduction in the construction contract value for the Owner Direct Purchase Program (ODP or DPO). See the attached Change Order Request 07 dated 03/30/2020 and the associated DPO log dated 03/30/2020 for tracking.

- Total DPO PO's issued as of 03/24/2020 BOCC Board Meeting: $ 3,573,861.70
- Anticipated Tax Savings: $ 285,428.43
- Total Invoices submitted to be paid to date: $ 1,388,192.90
- Balance remaining on DPO PO's to date: $ 3,343,114.28

This change order includes all anticipated costs for the initial Direct Purchase Order requisitions submitted as of 03/30/2020 and all anticipated tax savings.

Should any balance exist on a Purchase Order after all purchases have been made and paid for, the remaining balance shall be returned to the Construction Manager, including the applicable sales tax for distribution to the applicable subcontractor(s).

The Construction Manager shall submit a detailed ODP / Sales Tax savings account summary monthly to Sumter County Board of County Commissioners.

CONTRACT SUMMARY TRACKING

Pre- construction Services (Not included in the Construction Contract referenced herein)		
Base Preconstruction	1,706,923.00	
Subtotal Preconstruction		$ 1,706,923.00
Construction (as referenced herein)		
GMP 01 Detention Cells	5,919,784.00	
Less Preconstruction Included in GMP 01 Estimates	(1,706,923.00)	
GMP 02 Final	14,068,974.00	
CO 02 DPO	(2,434,855.90)	
CO 03 DPO	(277,802.05)	
CO 04 DPO	(630,863.00)	
CO 05 DPO	(182,396.75)	
CO 06 DPO	(47,944.00)	
CO 07 DPO	(1,157,445.48)	
Subtotal Construction through this CO		$ 13,550,527.82
Total Current Overall Contract Cost		$ 15,257,450.82

DIRECT PURCHASE ORDER LOG

201828 - Sumter County Jail Expansion

0.00

Last Updated: 3/31/2020

LINKED DATA TO INDIVIDUAL TABS. DO NOT TYPE VALUES IN!

BASED ON 6% + 1% LDT

Quote Rc'vd From Sub	DATE SUBMTTED TO SC	PO RC'VD FROM SC	AJAX ATN#	FILE CODE	AJAX COST CODE	SUBCONTRACTOR	SUPPLIER	ITEMS	Sumter PO #	ORIGINAL Sumter PO AMOUNT	PO's ISSUED TO DATE	SHIPPING AMOUNT (INC IN PO)	DIRECT PURCHASE TO DATE	ORIGINALLY ANTICIPATED TAX SAVINGS	CURRENT ANTICIPATED TAX SAVINGS	TAX SAVINGS TO DATE	AMOUNT REMAINING	ORIGINAL SUB CO AMOUNT
6/5/19	6/5/19	6/28/19	001	BP11.1G		Cornerstone Detention	MSSI	Mod. Cells	9117805	1,850,000.00	1,850,000.00	0.00	1,035,185.00	111,050.00	111,050.00	62,136.10	814,815.00	1,961,050.00
6/5/19	6/5/19	6/28/19	002	BP11.1H		Cornerstone Detention	Claborn Manufacturing	Doors, Frames for Mod. Cells	9117799	150,000.00	150,000.00	0.00	37,500.00	9,050.00	9,050.00	2,275.00	112,500.00	159,050.00
6/5/19	6/5/19	6/18/19	003	BP11.1I		Cornerstone Detention	Global Security Glazing	Glass & Glazing	9117740	12,500.00	12,500.00	0.00	0.00	800.00	800.00		12,500.00	13,300.00
3/25/20			006	BP07.03		Big D Roofing	SPEC	Roofing	In Process	138,317.20	138,317.20	0.00	0.00	8,349.03	8,349.03		138,317.20	146,666.23
3/18/20			007	BP23.01		CCS Mechanical	Trane	HVAC System	In Process	256,815.00	256,815.00	0.00	0.00	15,458.90	15,458.90		256,815.00	272,273.90
3/18/20			008	BP23.01		CCS Mechanical	Tom Barrow	Mechanical Equipment	In Process	144,000.00	144,000.00	0.00	0.00	8,690.00	8,690.00		144,000.00	152,690.00
1/13/20	1/14/20	2/17/20	009	BP03.01		BNG Construction	Argos Ready Mix	Concrete	9118304	265,518.00	265,518.00	0.00	160,624.00	15,981.08	15,981.08	9,662.44	104,894.00	281,499.08
1/20/20	1/20/20	2/17/20	010	BP03.01		BNG Construction	R & R Rebar	Rebar	9118307	32,060.00	32,060.00	0.00	32,060.00	1,973.60	1,973.60	1,948.60	0.00	34,033.60
1/23/20	2/11/20		011	BP11.11		C.A. Owens	Stanley Security	Security Equipment	9118360	510,415.00	510,415.00	0.00	0.00	30,674.90	30,674.90		510,415.00	541,089.90
3/23/20			012	BP11.11		C.A. Owens	Habersham Metal	Detention Equipment	In Process	12,990.00	12,990.00	0.00	0.00	829.40	829.40		12,990.00	13,819.40
3/20/20			013	BP09.01		A&W	Rosen Materials	Framing and Drywall	In Process	50,823.43	50,823.43	0.00	0.00	3,099.41	3,099.41		50,823.43	53,922.84
VOID	VOID	VOID	014	BP09.01		A&W - VOID	VOID	Insulation	N/A	0.00	0.00	0.00	0.00					
1/23/20	1/24/20		015	BP04.01		Wavecrest Masonry	Cemex	Masonry	9118356	81,902.80	81,902.80	0.00	0.00	4,964.17	4,964.17		81,902.80	86,866.97
2/13/20	2/11/20		017	BP10.08		Perfection	Perfection Arch.	Walkway Covers	9118369	23,000.00	23,000.00	0.00	0.00	1,430.00	1,430.00		23,000.00	24,430.00
3/17/20	3/17/20		018	BP21.01		Convergint	Convergint	Pipe Fittings Fire Sprinkler	In Process	26,000.00	26,000.00	0.00	0.00	1,610.00	1,610.00		26,000.00	27,610.00
2/26/20	3/2/20		019	BP22.01		Ackerman	I-Con	Water Management System	9118471	121,661.67	121,661.67	0.00	0.00	7,349.70	7,349.70		121,661.67	129,011.37
2/11/20	2/11/20		020	BP26.01		ESI	Cummins	Generator	9118359	97,448.00	97,448.00	0.00	0.00	5,896.88	5,896.88		97,448.00	103,344.88
1/13/20	1/14/20	2/17/20	021	BP31.01		Wayne	Consolidated Pipe	Piping	9118303	28,777.90	28,777.90	0.00	26,823.90	1,776.67	1,776.67	1,634.43	1,954.00	30,554.57
1/17/20	1/17/20	2/17/20	028	BP05.01		Fabco Metal	Nucor	Structural & Misc. Steel	9118306	96,000.00	96,000.00	0.00	96,000.00	5,810.00	5,810.00	5,785.00	0.00	101,810.00
1/23/20	1/24/20	2/24/20	030	BP04.01		WaveCrest	White Cap	Masonry Accessories	9118334	13,800.00	13,800.00	0.00	0.00	878.00	878.00		13,800.00	14,678.00
1/23/20	1/24/20	2/24/20	032	BP04.01		WaveCrest	Trinity	Reinforcing Steel	9118335	21,541.25	21,541.25	0.00	0.00	1,342.48	1,342.48		21,541.25	22,883.73
1/28/20	1/30/20		033	BP26.01		Electric Services	Graybar	Lot Gear	9118362	81,946.00	81,946.00	0.00	0.00	4,966.76	4,966.76		81,946.00	86,912.76
1/28/20	1/30/20		034	BP26.01		Electric Services	Graybar	Lighting	9118364	78,612.00	78,612.00	0.00	0.00	4,766.72	4,766.72		78,612.00	83,378.72
2/25/20	3/2/20		020	BP11.01		Cornerstone	Global	Security Glass	9118441	60,735.08	60,735.08	0.00	0.00	3,694.10	3,694.10		60,735.08	64,429.18
3/16/20	3/16/20		070	BP31.01		Wayne Fire & Sprinkler	Xylem Water	Pumps	9118455	21,944.00	21,944.00			1,366.64	1,366.64		21,944.00	23,310.64
3/23/20			071	BP11.11		C. A. Owens	Trussbilt	Metal Doors & Windows	In Process	109,580.00	109,580.00	0.00	0.00	6,624.80	6,624.80		109,580.00	116,204.80
3/23/20			072	BP11.11		C.A. Owens	Fabcor	Security Furshings	In Process	67,300.00	67,300.00	0.00	0.00	4,088.00	4,088.00		67,300.00	71,388.00
3/23/20			073	BP11.11		C.A. Owens	Global Security	Mirror pane Security Glazing	In Process	96,308.04	96,308.04	0.00	0.00	5,828.48	5,828.48		96,308.04	102,136.52
3/23/20			074	BP11.11		C. A. Owens	R.R. Brink Locking	Secure Locking Materials	In Process	163,223.00	163,223.00	0.00	0.00	9,843.38	9,843.38		163,223.00	173,066.38
3/27/20			082	BP22.01		Ackerman Plumbing	Winsupply	Fixtures & Equipment	In Process	58,193.28	58,193.28	0.00	0.00	3,541.60	3,541.60		58,193.28	61,734.88
						TOTALS				4,731,307.18	4,731,307.18		1,388,192.90	285,428.43	285,428.43	83,441.57	3,343,114.28	5,016,735.61

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Resolution to Amend Resolution 2018-43 and Second Amendment to the Regionally Significant Road Construction Agreement Between Sumter County, Florida and The Villages Companies (Staff Recommends Approval)**

REQUESTED ACTION: **Approve the Second Amendment to Agreement**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: The Villages Companies
Effective Date: Termination Date: 2048
Managing Division / Dept: **Economic Development**

BUDGET IMPACT: See Attachments

Type: N/A

FUNDING SOURCE: **Varies**

EXPENDITURE ACCOUNT: **Per two Projects in Fund 310**
153-344-541-6350 in Fund 153 (Starting FY 22/23)
106-340-541-6356 in Fund 106 (Starting FY 25/26)

HISTORY/FACTS/ISSUES:

The resolution to amend resolution 2018-43 de-obligates the road impact fees as a dedicated source but continues to have the gas taxes as an obligation. Road impact fees, as noted in Fund 153, will still be the first funding source used to repay the 0% 5-year term financing.

The second amendment to Agreement recognizes the Florida Department of Transportation (FDOT)'s elimination of design funding for the widening of US 301 from SR 44 to C-470 as well as the design funding for the widening of C-470 from I-75 to the Lake County line. The 2018 Agreement relied on this commitment; therefore, Sumter County has exposed liability for the widening of these segments of a state road (US 301) and the county road (C-470). This second amendment relieves Sumter County of the full obligation; however, that section of C-470 from Parcel K17-001 to the Lake County line is formally included for widening and realignment but at 0% 15-year term financing.

The second amendment provides for the elimination of Corbin Trail Phase 1 (West of Marsh Bend Trail) and the Fenney Way Phases (between Corbin Trail Phase 1 and Marsh Bend Trail). It also eliminates the future four-lane section of CR 525E from CR 514 to a future interchange at I-75 as FDOT withdrew the funding for the balance of the work for this interchange. This second amendment also provides a potential reduction in costs as some preliminary modeling shows Marsh Bend Trail from Corbin Trail to C-470 could have all or a section of it remain a two-lane facility versus the planned four-lane facility. In exchange for these reductions and a potential reduction, the addition of the four-lane road and bridge over Florida's Turnpike to connect Meggison Road with Corbin Trail. This addition is also provided at 0% 15-year financing.

The current interconnecting spreadsheets (as of June 30, 2020) show the relationship of Funds to meet the cash flow timing for repayment for the projects. It is important to note that as the projects move

forward, the conservative estimates made are trending down as each approved project phase budget is lower than the estimates as well as the actual work is below the approved budgets.

Prepared by:	**Bradley Arnold**	**Grammarly Check**	☒

SUMTER COUNTY RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, TO AMEND RESOLUTION 2018-43 AUTHORIZING A REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BY AND BETWEEN THE COUNTY AND THE VILLAGES COMPANIES FOR THE PURPOSE OF CONSTRUCTION OF REGIONALLY SIGNIFICANT ROADS; PROVIDING FOR PAYMENT AND REIMBURSEMENT OF CONSTRUCTION COSTS WITH NON-AD VALOREM REVENUES OR ADDITIONAL AVAILABLE REVENUES AS BUDGETED AND APPROPRIATED; AUTHORIZING THE PROPER OFFICERS OF THE COUNTY TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE AGREEMENT; PROVIDING ASSURANCES, PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Sumter County is a political subdivision of the State of Florida and is authorized to construct and maintain roads and highways; and

WHEREAS, Sumter County's constitutional home rule powers, the Florida Transportation Code (Chapters 334-339 and other provisions of the Florida Statutes as established in Section 334.01) and other applicable law including, but not necessarily limited to Chapter 125, Florida Statutes, invest authority over the county road system to Sumter County; and

WHEREAS, the Board of County Commissioners of Sumter County desires to accomplish and implement sound transportation planning and provide a sound transportation system for the benefit of its citizens, and

WHEREAS, the safe, efficient and uninterrupted transportation of people and property from place to place in Sumter County is a matter of great concern to the people of Sumter County and is necessary to ensure the smooth operation of commerce and other activities within Sumter County; and

WHEREAS, Sumter County entered into that certain Regionally Significant Road Construction Agreement with The Villages Companies (the Agreement) for the design, permitting and construction of Future New Regional Roadway Segments, as that term is defined in the Agreement, and the Agreement is attached hereto as Exhibit A;

WHEREAS, The Villages Companies will front the costs for construction of the Future New Regional Roadway Segments provided that it is reimbursed by Sumter County for certain eligible construction costs; and

WHEREAS, the Board of County Commissioners of Sumter County has determined that the actions taken herein are consistent with the goals, policies and objectives of Sumter County, Florida.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to its authority under Article VIII of the Constitution of the State of Florida; and Chapter 125, Florida Statutes.

SECTION 2. DEFINITIONS. All terms used in this Resolution in capitalized form and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement unless the context clearly indicates otherwise. All terms used herein in capitalized form and defined in the preamble hereto shall have the meanings ascribed thereto in said preamble.

"Non-Ad Valorem Revenues" shall mean all revenues of the County not derived from ad valorem taxation.

"Available Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues other than (A) any revenues which are restricted by a contract in existence on the date hereof, and (B) any revenues which are prohibited by law from being used to pay the Reimbursement Invoices, and (C) any revenues which are not otherwise legally available to pay the payments required herein.

"Essential Government Services" means public safety and general governmental services provided by Sumter County, the expenditure for which are currently set forth as the line items entitled "General Government" and "Public Safety" in Sumter County's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2016, and any equivalent line items in any future financial statements of the County.

SECTION 3. INCORPORATION OF RECITALS; FINDINGS. That each of the above **WHEREAS** clauses are adopted as the findings of the Sumter County Board of County Commissioners, and are hereby incorporated into this Resolution, *in haec verba*. It is also hereby found and determined that the terms of the Agreement in the form presented and incorporated in this Resolution are in the best interest of Sumter County for the construction of the regionally significant roadway segments contemplated by the Agreement.

SECTION 4. APPROVAL AND AUTHORIZATION. The terms and conditions for the construction of the regionally significant roadway segments as described in the Agreement are hereby approved. The Board Chair of the County shall have power to execute the Agreement, or any approved amendments thereto, on behalf of the County.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. Sumter County covenants and agrees, to the extent permitted by and in accordance with applicable law, and budgetary processes, to prepare, approve and appropriate in its Annual Budget for each Fiscal Year, by amendment if necessary, from Available Non-Ad Valorem Revenues, amounts sufficient to pay each Reimbursement Invoice submitted by The Villages Companies on or before the associated Invoice Payment Date. Such covenant and agreement on the part of Sumter County to budget and appropriate such amounts of Available Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Available Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all required payments

herein shall have been budgeted, appropriated and actually paid. Such Covenant to Budget and Appropriate is subject in all respects to the payment of obligations secured by a pledge of Available Non-Ad Valorem Revenues heretofore or hereafter entered into (including debt service on bonds and other obligations). However, the Covenant to Budget and Appropriate in its general annual budget or amendments thereto for the purposes and in the manner stated herein shall have the effect of making available for payment of the Reimbursement Invoices, in the manner described herein, Available Non-Ad Valorem Revenues of Sumter County, and of placing on Sumter County a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations herein; subject, however, to the payment of services and programs which are Essential Government Services or which are legally mandated by applicable law.

SECTION 6. OTHER CONDITIONS OF PAYMENT. Sumter County agrees that payments for Reimbursement Invoices shall not be made from revenue derived from a municipal service benefit unit or municipal service taxing unit created solely and specifically for the purposes of generating revenue to pay for the regionally-significant roadways set forth in Exhibits A and B to the Agreement, or for the Reimbursement Invoices contemplated in the Agreement; provided, however, this shall not constitute a limitation or restriction on the County's legitimate use of any lawfully enacted, available means of revenue, including but not limited to ad valorem, non-ad valorem, special assessments, or other revenue source, that may be instituted by Sumter County from time to time.

SECTION 8. NO PLEDGE OF REVENUE. Notwithstanding the foregoing covenant of Sumter County, Sumter County does not covenant to maintain any services or programs, now provided or maintained by Sumter County that generate Available Non-Ad Valorem Revenues. Such covenant also shall not constitute a lien, either legal or equitable, on any of Sumter County's Non-Ad Valorem Revenues or other revenues, nor shall it preclude Sumter County from pledging in the future any of its Non-Ad Valorem Revenues or other revenues to other obligations so long as the granting of such pledge does not have the effect of impairing the obligation of Sumter County under this Resolution and the Agreement by making unavailable sufficient Non-Ad Valorem Revenues required to timely make payments of the Reimbursement Invoices, nor shall it give The Villages Companies a prior claim on the Non-Ad Valorem Revenues.

SECTION 7. CONTINGENT ON ACTUAL APPROVED APPRORPRIATION. Anything herein to the contrary notwithstanding, all obligations of Sumter County hereunder shall be secured only by the Non-Ad Valorem Revenues actually budgeted and appropriated and allocated for Reimbursement Invoices, as provided for herein. Sumter County is prohibited by law from expending moneys not appropriated or in excess of its current budgeted revenues and surpluses. The obligation of Sumter County to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after satisfying funding requirements for essential governmental services of Sumter County or which are legally mandated by applicable law.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 9. SEVERABILITY. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Board of County Commissioners of Sumter County, Florida, during a duly noticed public meeting, in Sumter County, Florida, this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
SUMTER COUNTY, FLORIDA

By:_____
Steve Printz, Chairman

Attest:

_____
Caroline AlRestimawi, Deputy Clerk

Approved as to form for the reliance
of Sumter County only:

_____
Jennifer C. Rey, Esq., County Attorney

SECOND AMENDMENT TO THE
REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT BETWEEN SUMTER COUNTY, FLORIDA AND THE VILLAGES COMPANIES

THIS SECOND AMENDMENT TO REGIONALLY SIGNIFICANT ROAD CONSTRUCTION AGREEMENT ("Second Amendment") is made this ____ day of _____, 2020 ("Effective Date"), by and between **SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS** (hereafter referred to as "COUNTY"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and **THE VILLAGES COMPANIES**, which includes both **The Villages Land Company, LLC**, a Florida limited liability company, and **The Villages Development Company, LLC**, a Florida limited liability company (collectively referred to as "COMPANIES"), whose address is 3619 Kiessel Road, The Villages, FL 32163.

RECITALS

WHEREAS, on July 12, 2018, the COUNTY and COMPANIES entered into a Regionally Significant Road Construction Agreement, and on December 11, 2018, the COUNTY and COMPANIES executed the First Amendment to Regionally Significant Road Construction Agreement to update Exhibit "A" and Exhibit "B" to recognize the reduction of the typical section of Corbin Trail from Warm Springs Avenue (f/k/a CR 468) to the existing bridge over Florida's Turnpike from a 4-lane facility to a 2-lane facility (collectively, the "Agreement"); and

WHEREAS, the Florida Department of Transportation ("FDOT") performed a Project Development and Environmental study on C-470 (the "PD&E Study"), and determined, among other things, that portion of C-470 between the northerly projection of the northwest corner of Sumter County Parcel K17-001, and the Lake County line will in the near term be over-capacity and should be improved from 2 lanes to 4 lanes to better serve the transportation needs of Sumter County residents (the "470 Widening"); and

WHEREAS, FDOT has commenced actions to acquire that portion of C-470 between the northerly projection of the northwest corner of Sumter County Parcel K17-001, and the Lake County line, and COUNTY and the COMPANIES each desire and anticipate that to occur, however at this time, the transfer is not yet complete, and FDOT has failed to secure or commit the funding necessary to acquire that portion of C-470 and perform the 470 Widening project within the near term, and it is uncertain when that may occur; and

WHEREAS, the 470 Widening is also not included in COUNTY's Capital Improvements Plan, or provided in COUNTY's budget; and

WHEREAS, despite the uncertainty of when FDOT may acquire that portion of C-470 and make the improvements as determined necessary pursuant to its PD&E Study, COUNTY acknowledges the need to improve and realign that portion of C-470 in the near-term to best serve the residents of the COUNTY; and

WHEREAS, the COUNTY therefore wishes to designate, for purposes of the Agreement only, that portion of C-470 between the northerly projection of the northwest corner of Sumter County Parcel K17-001, and the Lake County line, all as more particularly depicted in the attached ***Exhibit "A"***, as a Future New Regional Roadway Segment, provided that (a) COMPANIES agree to perform the 470 Widening project, and in connection therewith, also realign that section of C-

470 in accordance with the attached ***Exhibit "A"*** (collectively, the "470 Project"), and (b) COUNTY's reimbursement to COMPANIES of such costs need not be made until fifteen (15) years after the date of each applicable Reimbursement Invoice; and

WHEREAS, COMPANIES are willing to perform the 470 Project in accordance with the terms contained in this Second Amendment; and

WHEREAS, COUNTY and COMPANIES further desire to amend the Agreement to:

(a) remove from Exhibit "A" and Exhibit "B" (i) Fenney Way, (ii) the segment of Corbin Trail that lies west of Marsh Bend Trail (formerly known as CR-501), and (iii) US Highway 301 between C-470 and Florida's Turnpike;

(b) add to Exhibit "A" and Exhibit "B" as a new 4-lane roadway that portion of Bexley Trail from Meggison Road to Corbin Trail including the Bexley Trail Bridge over Florida's Turnpike (collectively, the "Bexley Project"); provided however, (i) COUNTY's reimbursement to COMPANIES of such costs need not be made until fifteen (15) years after the date of each applicable Reimbursement Invoice, and (ii) the financial amount of COUNTY's reimbursement obligation for the Bexley Project is offset by amounts actually received by COMPANIES from FDOT (and specifically, Florida's Turnpike Enterprise) for work performed on the Bexley Trail Bridge pursuant to separate agreements;

(c) delete Section 6 titled "Anticipated Construction of Future State Regional Roadway Segments"; and

(d) modify Section 10.f to eliminate COUNTY's obligation to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Second Agreement in full.

2. Amendment to Exhibits. Exhibit "A" and Exhibit "B" attached to the Agreement are hereby amended and replaced with ***Exhibit "A"*** and ***Exhibit "B"*** attached to this Second Amendment.

3. 470 Project. Pursuant to ***Exhibit "A"*** attached to this Second Amendment, that portion of C-470 between the northerly projection of the northwest corner of Sumter County Parcel K17-001, and the Lake County line is now, for the purposes of this Agreement only, a Future New Regional Roadway Segment. COMPANIES agree to complete the 470 Project in accordance with Section 3 of the Agreement; provided however, notwithstanding Section 3.d.v and Section 7 of the Agreement, the COUNTY shall have until the date that is fifteen (15) years from the date of each applicable Reimbursement Invoice for the 470 Project to reimburse COMPANIES for their eligible costs of performing such work. Upon opening of the 470 Project to the public, COUNTY shall promptly commence and thereafter in good faith prosecute to completion, all actions necessary to vacate that portion of C-470 that was realigned, and upon such completion, COUNTY shall convey the vacated portions of such right-of way to COMPANIES. COUNTY acknowledges that the

COMPANIES' realignment of that portion of C-470 that approaches and connects to the portion of C-470 within Lake County in accordance with the attached ***Exhibit "A"*** is, for practical purposes only, subject to approval by Lake County of the corresponding realignment of the portion of C-470 lying adjacent to and immediately east of the Lake County line (the "Lake 470 Portion"). COMPANIES agree to exercise reasonable good faith efforts to secure the necessary approvals from Lake County to realign the Lake 470 Portion so that it aligns with the 470 Project as depicted in the attached ***Exhibit "A"***; provided however, if after such efforts, COMPANIES are unable to secure such approvals, COMPANIES may further realign the 470 Project so that it aligns with the Lake 470 Portion, and in such event, COMPANIES and COUNTY shall enter into an amendment to the Agreement to reflect the final C-470 realignment as determined by COMPANIES.

4. Bexley Project. Pursuant to ***Exhibit "A"*** attached to this Second Amendment, the Bexley Project is now, for the purposes of this Agreement only, also a Future New Regional Roadway Segment. COMPANIES agree to complete the Bexley Project in accordance with Section 3 of the Agreement; provided however, notwithstanding Section 3.d.v and Section 7 of the Agreement, the COUNTY shall have until the date that is fifteen (15) years from the date of each applicable Reimbursement Invoice for the Bexley Project to reimburse COMPANIES for their eligible costs of performing such work. Further, the financial amount of COUNTY's reimbursement obligation for the Bexley Project shall be offset by amounts actually received by COMPANIES from FDOT (and specifically, Florida's Turnpike Enterprise) for work performed on the Bexley Trail Bridge pursuant to separate agreements.

5. Marsh Bend Trail (formerly known as CR-501). Notwithstanding ***Exhibit "A"*** and ***Exhibit "B"*** attached to this Second Amendment, COUNTY may, in its reasonable discretion, cause that portion of Marsh Bend Trail (formerly known as CR-501) lying between Warm Springs Ave (fka C-468) and C-470 to be a 2-Lane Facility as opposed to a 4-Lane Facility.

6. Future State Regional Roadway Segments. Section 6 of the Agreement, titled "Anticipated Construction of Future State Regional Roadway Segments" is hereby deleted.

7. Transportation Impact Fees. Section 10(f) of the Agreement is amended to eliminate the COUNTY's obligation to prioritize use of Available Non-Ad Valorem Revenues generated from Transportation Impact Fees before using these funds for any other purposes to make payment on Reimbursement Invoices. The COUNTY shall not be prohibited however from using Transportation Impact Fees as a Non-Ad Valorem Revenue to assist in meeting the obligations of COUNTY in the Agreement. For clarification, the foregoing shall not affect COUNTY's obligations as set forth in Section 10(f) of the Agreement to prioritize use of Available Non-Ad Valorem Revenues generated from Gas/Fuel Taxes before using these funds for any other purposes to make payment on Reimbursement Invoices.

8. Miscellaneous. All other terms and conditions of the Agreement not changed by this Second Amendment shall remain the same. All defined terms used but not defined specifically herein shall have the meaning given to them in the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment the day and years first above written.

COUNTY:

ATTEST:

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

By:_____
Print Name:_____
Title:_____

By:_____
Print Name:_____
Title:_____

THE VILLAGES COMPANIES:

WITNESSES:

Julie Royals
Print Name: Julie Royals

Doris A. Pardo
Print Name: Doris A. Pardo

THE VILLAGES LAND COMPANY, LLC, a Florida limited liability company

BY: TVL Company, LLC, a Florida limited liability company, its Manager

By:_____
Name: Robert L. Chandler IV
Title: Manager

WITNESSES:

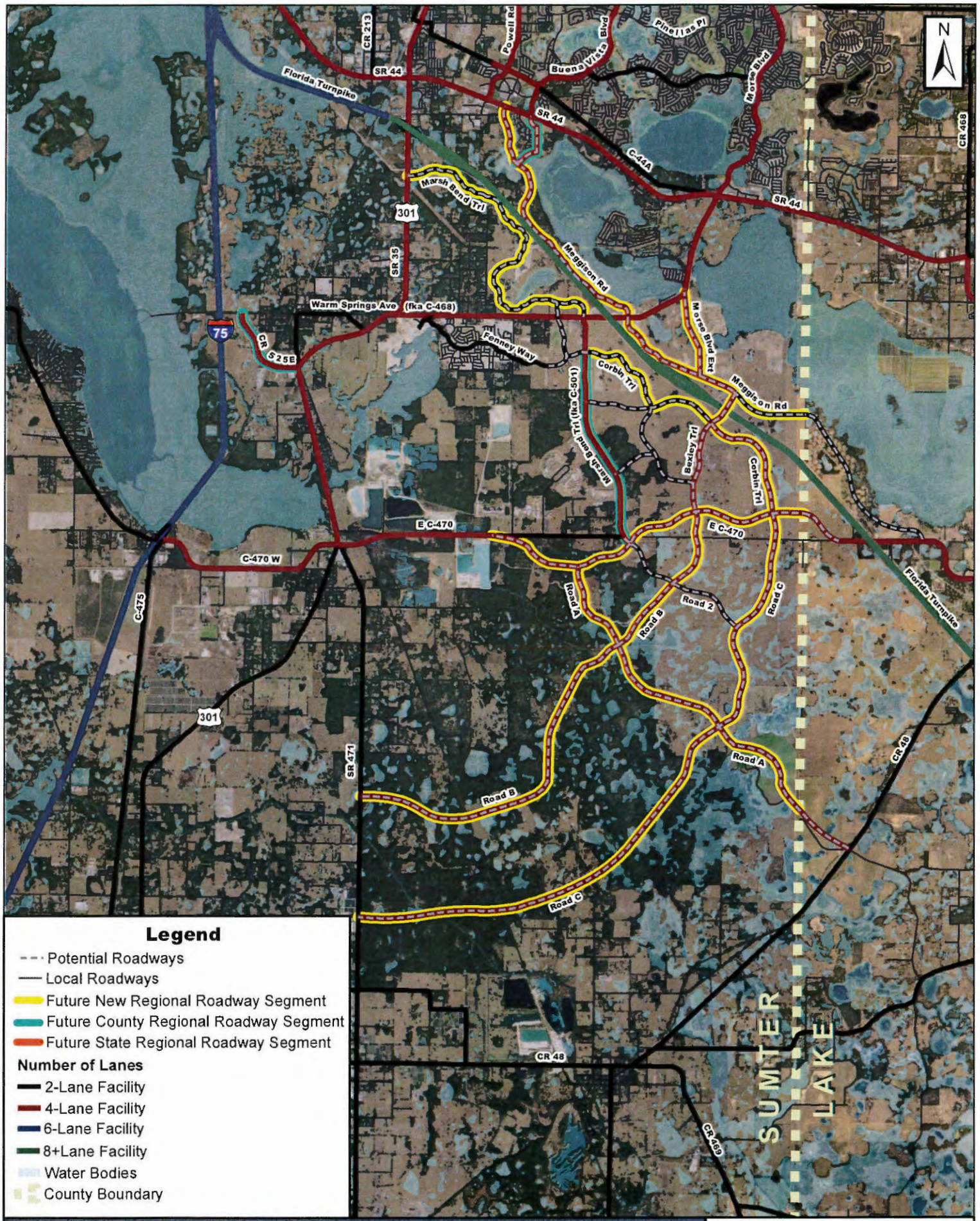
Doris A. Pardo
Print Name: Doris A. Pardo

Julie Royals
Print Name: Julie Royals

THE VILLAGES DEVELOPMENT COMPANY, LLC, a Florida limited liability company

BY: VDC Manager, LLC, a Florida limited liability company, its Manager

By:_____
Name: Ryan McCabe
Title: Manager



Legend

- Potential Roadways
- Local Roadways
- Future New Regional Roadway Segment
- Future County Regional Roadway Segment
- Future State Regional Roadway Segment

Number of Lanes

- 2-Lane Facility
- 4-Lane Facility
- 6-Lane Facility
- 8+Lane Facility
- Water Bodies
- County Boundary

SUMTER COUNTY & WILDWOOD ROADWAY NEEDS - FUTURE POTENTIAL NETWORK

Kimley»Horn

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July 6, 2020

0 4,500 9,000 Ft

Roadways are approximate and not to scale

EXHIBIT A

Exhibit B

FUTURE NEW REGIONAL ROADWAY SEGMENTS		
ROAD	SEGMENT	IMPROVEMENT
MEGGISON ROAD	SR 44 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 4 LANES
MARSH BEND TRAIL	US 301 SOUTH TO C-468 (WARM SPRINGS AVENUE)	CONSTRUCT 2 LANES
MEGGISON ROAD	C-468 (WARM SPRINGS AVENUE) SOUTH TO THE LAKE COUNTY LINE	CONSTRUCT 4 LANES
MORSE BOULEVARD EXTENSION	C-468 SOUTH TO MEGGISON ROAD	CONSTRUCT 4 LANES
CORBIN TRAIL	MARSH BEND TRAIL (FKA C-501) SOUTH TO BEXLEY TRAIL	CONSTRUCT 2 LANES
CORBIN TRAIL	BEXLEY TRAIL TO C-470	CONSTRUCT 4 LANES
BEXLEY TRAIL	MEGGISON ROAD SOUTH TO CORBIN TRAIL (INCLUDING BEXLEY BRIDGE)	CONSTRUCT 4 LANES
C-470	NORTHWEST CORNER OF SC PARCEL K17-001 TO THE LAKE COUNTY LINE	EXPAND TO 4 LANES
UNNAMED ROAD A	C-470 SOUTH TO THE LAKE COUNTY LINE (TO CONNECT TO C-48)	CONSTRUCT 4 LANES
UNNAMED ROAD B	C-470 SOUTH TO SR 471	CONSTRUCT 4 LANES
UNNAMED ROAD C	C-470 SOUTH AND PARALLELING UNNAMED ROAD B TO SR 471	CONSTRUCT 4 LANES

FUTURE COUNTY REGIONAL ROADWAY SEGMENTS		
ROAD	SEGMENT	IMPROVEMENT
MARSH BEND TRAIL (FKA C-501)	NEW ROUNDABOUT SOUTH OF C-468 (WARM SPRINGS AVENUE) TO C-470	EXPAND TO 4 LANES
C-525E	CR 514 TO US 301	CONSTRUCT 4 LANES
BUENA VISTA BOULEVARD EXTENSION	EXTEND BUENA VISTA BOULEVARD SOUTH FROM SR 44 TO MEGGISON ROAD	CONSTRUCT 4 LANES

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **State-Funded Grant Agreement Between State of Florida Department of Transportation (FDOT) and Sumter County Board of County Commissioners for the Construction and Construction Engineering Inspection (CEI) Services for The Sumter County Rehabilitation of Morse Boulevard From South of Stillwater Trail to South of O'Dell Circle Project (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: **Regular Meeting** **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity: **FDOT**
Effective Date: **7/14/2020** Termination Date: **4/30/2021**
Managing Division / Dept: **Engineering**

BUDGET IMPACT: **$1,218,215.00 ($400,000.00 SCRAP + $613,662.00 SCOP + $204,553.00 Local Funds)**

FUNDING SOURCE: **Secondary Trust Fund**

Type: Capital **EXPENDITURE ACCOUNT:** **106-340-541-6355**

HISTORY/FACTS/ISSUES:

Project funding includes the Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP). Sumter County will be reimbursed at a rate of 100% of the total eligible costs incurred for each invoice using SCRAP funding first until all of the SCRAP funding has been expended. Thereafter, the Sumter County will be reimbursed using the SCOP funding for each subsequent invoice at the rate of 75% (seventy-five percent) of the total eligible costs incurred as of the date of the invoice.

The project involves pavement rehabilitation of Morse Boulevard from 1,000 feet South of Stillwater Trail to 2,600 feet South of O'Dell Circle. The total length of the project is 1.2 miles. The construction activities include milling and resurfacing, reworking lime rock base, mobilization, maintenance of traffic, erosion control, and signing and pavement marking as needed.

Prepared by: **Steven Cohoon** **Grammarly Check** ☒

RESOLUTION NO 2020-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, FLORIDA, APPROVING THE STATE-FUNDED GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE REHABILITATION OF MORSE BOULEVARD FROM SOUTH OF STILLWATER TRAIL TO SOUTH OF O'DELL CIRCLE PROJECT, FPN 445509-1-54-01; AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE SAID AGREEMENT.

WHEREAS, the State of Florida Department of Transportation and Sumter County desire to facilitate the Sumter County rehabilitation of Morse Boulevard from south of Stillwater Trail to south of O'Dell Circle project, FPN 445509-1-54-01 and,

WHEREAS, the State of Florida Department of Transportation has requested Sumter County to execute and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement for the aforementioned project, FPN 445509-1-54-01 and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Sumter Commissioners that the County Administrator is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the State-Funded Grant Agreement for the aforementioned project, FPN 445509-1-54-01.

PASSED AND ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SUMTER COUNTY, this 14th day of July 2020.

ATTEST:

_____ _____

Caroline Alrestimawi, Deputy Clerk Steve Printz, Chairman

_____

Bradley Arnold, County Administrator

STATE-FUNDED GRANT AGREEMENT

FPN: 445509-1-54-01	Fund: GRSC Org Code: 55054010508	FLAIR Category: 085576 FLAIR Obj: 751000
FPN: 445509-1-54-01	Fund: SCRA Org Code: 55054010508	FLAIR Category: 085575 FLAIR Obj: 751000
FPN: 445509-1-54-01	Fund: LF Org Code: N/A	FLAIR Category: N/A FLAIR Obj: N/A
County No:18	Contract No:	Vendor No: F596000865060

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____,
(This date to be entered by DOT only)
by and between the State of Florida Department of Transportation, ("Department"), and Sumter County, ("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)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   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 Construction and Construction Engineering Inspection (CEI) Services for the Rehabilitation of Morse Boulevard from south of Stillwater Trail to south of O'Dell Circle, 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 April 30, 2021. 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.

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 $1,218,215.00 (One Million Two Hundred Eighteen Thousand Two Hundred Fifteen Dollars and No/100). 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 $400,000.00 (Four Hundred Thousand Dollars and No/100) in Small County Road Assistance Program funding and $613,662.00 (Six Hundred Thirteen Thousand Six Hundred Sixty Two Dollars and No/100) in Small County Outreach Program funding and, additionally the Department's participation in the Project shall not exceed N/A% 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.

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."

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 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 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:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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

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

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.

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: _____

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.

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

RECIPIENT SUMTER COUNTY

"See Attached Signature Page"

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Loreen C. Bobo, P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

STATE-FUNDED GRANT AGREEMENT
SIGNATURE PAGE
(FPN 445509-1-54-01)

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

RECIPIENT SUMTER COUNTY

By: _____
Name: Steve Printz
Title: Chairman

By: _____
Name: Bradley Arnold
Title: County Administrator

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445509-1-54-01

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

SUMTER COUNTY (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See project description below.

PROJECT DESCRIPTION:

The project involves pavement rehabilitation of Morse Boulevard from 1,000 feet South of Stillwater Trail to 2,600 feet South of O'Dell Circle. The total length of the project is 1.2 miles. The construction activities include milling and resurfacing, reworking lime rock base, mobilization, maintenance of traffic, erosion control, and signing and pavement marking as needed. This section will be part of the bigger project which is being funded locally.

The Recipient shall construct the project within the limits of the existing right of way.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient may utilize in-house forces for CEI Services only.

Invoices, progress reports and other supporting documentation shall be submitted no more than monthly and no less than quarterly via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by August 7, 2020.
b) Construction Duration of 60 days.
c) Construction to be completed (Final Acceptance) by December 3, 2020.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the RECIPIENT will be solely responsible to provide the additional funds that are necessary to complete the Project.

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The Recipient will be reimbursed at a rate of 100% of the total eligible costs incurred for each invoice using the Small County Road Assistance Program (SCRAP) funding first until all of the SCRAP funding has been expended. Thereafter, the Recipient will be reimbursed using the Small County Outreach Program (SCOP) funding for each subsequent invoice at the rate of 75% (seventy-five percent) of the total eligible costs incurred as of the date of the invoice.

The remainder of this page intentionally left blank.

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Sumter County Board of County Commissioners Public Works Division 319 East Anderson Avenue Bushnell, Florida 33513	445509-1-54-01

I. **PHASE OF WORK by Fiscal Year:**	**FY 2020/2021**	**FY**	**FY**	**TOTAL**
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$ 0.00	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 1,218,215.00	$ 0.00	$ 0.00	$1,218,215.00
Maximum Department Participation - (SCRAP)	N/A% or $ 400,000.00	N/A% or $ 0.00	N/A% or $ 0.00	N/A% or $ 400,000.00
Maximum Department Participation - (SCOP)	N/A% or $ 613,662.00	N/A% or $ 0.00	N/A% or $ 0.00	N/A% or $ 613,662.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	N/A% or $ 204,553.00	N/A% or $ 0.00	N/A% or $ 0.00	N/A% or $204,553.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$ 204,553.00	$ 0.00	$ 0.00	$ 204,553.00

STATE-FUNDED GRANT AGREEMENT
EXHIBIT "B"
SCHEDULE OF FINANCIAL ASSISTANCE

Combination In-Kind/Cash	$	$	$	$ 0.00
Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. **TOTAL PROJECT COST:**	$1,218,215.00	$0.00	$0.00	$1,218,215.00

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, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amir Asgarinik
District Grant Manager Name

Signature Date

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 SUMTER COUNTY

PROJECT DESCRIPTION: Construction and Construction Engineering Inspection (CEI) Services for the Rehabilitation of Morse Boulevard from south of Stillwater Trail to south of O'Dell Circle.

FPID#: 445509-1-54-01

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: _____

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)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $400,000.00

*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

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)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $613,662.00

*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

STATE-FUNDED GRANT AGREEMENT

EXHIBIT "E"

RECIPIENT RESOLUTION

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

ATTACHMENT 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/Auditing/Reference_Guide_For_State_Expenditures.pdf

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **The Declaration of Restrictive Covenant by and Between Sumter County and the Florida Department of Environmental Protection (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity: Florida Department of Environmental Protection (FDEP)

Effective Date: N/A Termination Date:

Managing Division / Dept: **Road & Bridge**

BUDGET IMPACT: N/A

FUNDING SOURCE: **N/A**

Type: N/A **EXPENDITURE ACCOUNT:** **N/A**

HISTORY/FACTS/ISSUES:

The subject property was previously a fueling station for Sumter County fleet vehicles, consisting of three aboveground fuel storage tanks, four dispenser islands, and associated piping. All equipment was removed in December 2015.

In September 2010, a spill of approximately 180 gallons of gasoline occurred at one of the dispensers. Site assessment and removal activities were conducted through October 2011, and conditions were monitored between September 2013 and April 2016. Additional soil removal was conducted in January 2016 after removal of the facilities, and quarterly groundwater condition assessments were completed in November 2018. The property has been redeveloped with an office and warehouse for the Supervisor of Elections.

The Declaration of Restrictive Covenant by and between Sumter County and the Florida Department of Environmental Protection. The portion of the property that is being restricted by this Declaration is more described and depicted in Exhibit "A" as "Restrictive Covenant," attached hereto and made a part hereof (hereinafter the "Restricted Property")." The FDEP Facility Identification Number for the Restricted Property is 60/9600132.

This Declaration of Restrictive Covenant will no longer require monitoring of the Property for contamination of the groundwater. Still, no wells nor changes to stormwater facilities are permitted on-site without the approval of FDEP.

Attachments:
Declaration of Restrictive Covenant
Commitment & Integrity Drive Results
Additional Site Map

Prepared by: **Michael Bryant** **Grammarly Check** ☒

This instrument prepared by:
Michael Cook
Advanced Environmental Technologies, LLC
4265 New Tampa Highway, Suite 1
Lakeland, FL 33815

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made by Sumter County and its successors and assigns (hereinafter "GRANTOR"), and the Florida Department of Environmental Protection and its successors and assigns (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Sumter, State of Florida, more particularly described and depicted in Exhibit "A" as "Parent Parcel", attached hereto and made a part hereof (hereinafter the "Property"). The portion of the Property that is being restricted by this Declaration is more particularly described and depicted in Exhibit "A" as "Restrictive Covenant", attached hereto and made a part hereof (hereinafter the "Restricted Property")."

B. The FDEP Facility Identification Number for the Restricted Property is 60/9600132. The facility name at the time of this Declaration is Sumter Cnty Operations Dept. This Declaration addresses the discharge that was reported to the FDEP on September 28, 2010.

C. The discharge of petroleum products on the Property is documented in the following report that is incorporated by reference:

1. Year 2, Quarter 4 Post Active Remedial Monitoring Report dated February 27, 2019, submitted by Advanced Environmental Technologies, LLC.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries, that the extent of the groundwater contamination does not exceed 1/4 acre, and the groundwater contamination is not migrating.

E. It is GRANTOR's and FDEP's intent that the restrictions in this Declaration reduce or eliminate the risk of exposure of users or occupants of the Restricted Property and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Conditional Site Rehabilitation Completion Order (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or other requirements of the Order are not met. Additionally, if concentrations of products' chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. 60/9600132, can be found by contacting the appropriate FDEP district office or Tallahassee program area.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, *to induce FDEP to issue the Order and for other* good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows*:*

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions and requirements:

a. Groundwater Use. There shall be no use of the groundwater under the Restricted Property. There shall be no drilling for water conducted on the Restricted Property, nor shall any wells be installed on the Restricted Property other than monitoring or other wells pre-approved in writing by FDEP Division of

Waste Management (DWM) in addition to any authorizations required by the FDEP Division of Water Resource Management (DWRM) and the applicable Water Management District (WMD).

b. Dewatering. For any dewatering activities on the Restricted Property a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated. FDEP will rely on this Declaration, Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior FDEP DWM review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. FDEP DWM can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Rule 62-780.680(1), F.A.C., have been achieved, FDEP, in addition to other remedies available at law, may institute proceedings to revoke this Declaration and the Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without FDEP DWM prior approval.

c. Stormwater Facilities.

There shall be no stormwater swales, stormwater detection or retention facilities, or ditches on the Restricted Property.

3. In the remaining paragraphs, all references to “GRANTOR” and “FDEP” shall also mean and refer to their respective legal representatives, successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through, and access to the Restricted Property at reasonable times and with reasonable notice to GRANTOR. Access to the Restricted Property is provided via an immediately adjacent public right-of-way North Church Street.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or

construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 below. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by this Declaration. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration. Without limiting the generality of paragraph 3 above, it is the intention of the parties that if GRANTOR has conveyed the Restricted Property, the GRANTOR's successors and assigns shall be required to perform such notification.

7. This Declaration is binding until a release is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this Declaration on the use of the Restricted Property.

---The remainder of this page is intentionally left blank.---

IN WITNESS WHEREOF, Sumter County has executed this instrument, this _____ day of _____, 2020.

GRANTOR
Sumter County Board of Commissioners

_____
Garry Breeden
Vice Chairman
7375 Powell Road
Wildwood, FL 34785

Signed, sealed and delivered in the presence of:

_____ Date: _____
Witness
Print Name: _____

_____ Date: _____
Witness
Print Name: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ____, 20 __,
by _____ **OR** by_____ as _____
for _____.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public
Commission No. _____
Commission Expires _____

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel _____.

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this _____ day of _____, 20__.

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

_____
Aaron Watkins
Director of District Management
Department of Environmental Protection
Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Signed, sealed and delivered in the presence of:

Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: _____
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of ____, 20 __, by _____ as representative for the Florida Department of Environmental Protection.

Personally Known _____ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

_____
Print Name of Notary Public
Commission No. _____
Commission Expires: _____

EXHIBIT A

Specific Purpose Survey
Sumter County Public Works
Section 16, Township 21 South, Range 22 East
Sumter County, Florida

Legend of Symbols & Abbreviations

PSM	Professional Surveyor and Mapper
Id.	Identification
LB	Licensed Business
OR	Official Records
#	Number
No.	Number
R/W	Right-of-way
CCR	Certified Corner Record per FDEP
	Unknown Tree
	Handicap Parking Space
	Spot Light
	Unknown Vault
	Fire Control Valve
	Unknown Manhole
	Miscellaneous Feature
	Corner Designation of Restrictive Covenant
FDEP	Florida Department of Environmental Protection
	Air Conditioning Unit
	Mitered End-Section
	Storm Manhole
	Catch Basin
	Backflow Preventer
	Water Meter
	Water Valve
	Cleanout
	Electric Transformer
	Light Pole
	Round Post
	Flag Pole
	Sign
	Gate
	Fence

Restrictive Covenant Corner Information:

Designation	Northing Florida West US Survey Feet NAD 1983	Easting Florida West US Survey Feet NAD 1983
A	1573943.83	622035.11
B	1573943.83	621935.11
C	1574043.83	621935.11
D	1574043.83	622035.11

Line Information:

LINE	BEARING	DISTANCE
L1	N 00°13'32" E	822.13'
L2	N 90°00'00" W	673.19'

Parent Parcel: As depicted on the Sumter County Property Appraiser Website
BEG AT E 1/4 OF SEC 16 N 00 DEG 14 MIN 09 SEC E 1299.92 FT TO S R/W OF CR 476
N 89 DEG 48 MIN 17 SEC W 1788.49 FT S 00 DEG 31 MIN 06 SEC W 110.02 FT
N 89 DEG 46 MIN 01 SEC W 69.94 FT S 00 DEG 31 MIN 32 SEC W 159.38 FT
N 89 DEG 28 MIN 05 SEC W 105.27 FT S 00 DEG 30 MIN 40 SEC W 363.21 FT
S 89 DEG 44 MIN 49 SEC E 105 FT S 00 DEG 26 MIN 27 SEC W 110 FT
N 89 DEG 42 MIN 50 SEC W 104.76 FT S 00 DEG 30 MIN 40 SEC W 219.32 FT
S 89 DEG 23 MIN 22 SEC E 225.61 FT S 00 DEG 07 MIN 06 SEC W 331.46 FT
S 89 DEG 54 MIN 14 SEC E 82.12 FT S 00 DEG 30 MIN 40 SEC W 1045.42 FT
S 89 DEG 30 MIN 38 SEC E 13.21 FT S 00 DEG 15 MIN 23 SEC W 242 FT
S 89 DEG 30 MIN 38 SEC E 1650.11 FT N 00 DEG 19 MIN 06 SEC E 1290.13 FT TO POB

NOTE: Above Legal Description has a misclosure of ±0.46 feet.

Restrictive Covenant: As Written by SurvTech Solutions
A parcel of land lying and being in the Northeast 1/4 of Section 16, Township 21 South, Range 22 East, Sumter County, Florida, being more particularly described as follows:

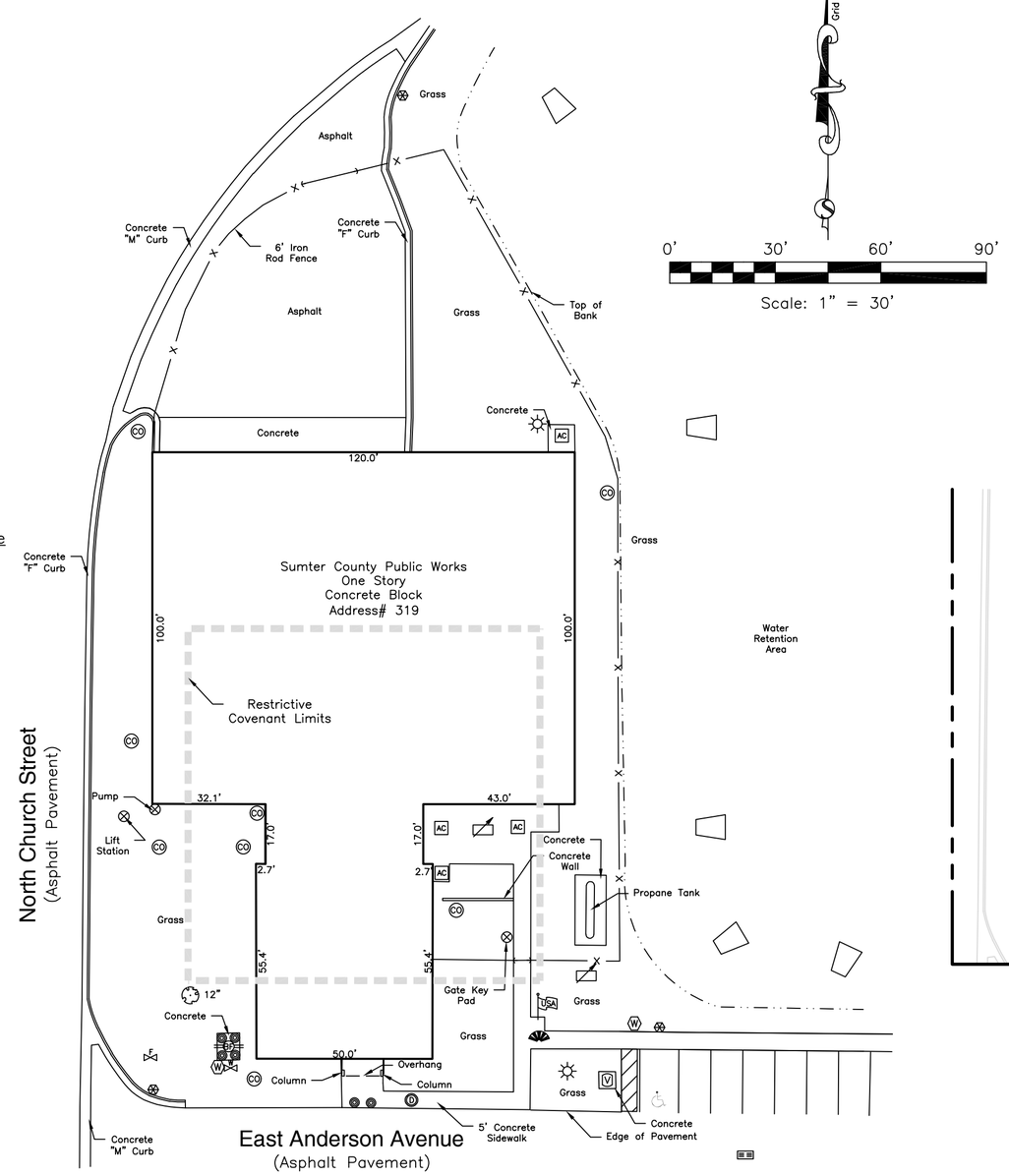
COMMENCE at a point marking the East quarter corner of Section 16, Township 21 South, Range 22 East, Sumter County, Florida; thence coincident with the East Boundary of the Northeast 1/4 of said Section 16, N 00°13'32" E a distance of 822.13 feet; thence departing said East Boundary, N 90°00'00" W a distance of 673.19 feet to the POINT OF BEGINNING; thence continue N 90°00'00" W a distance of 100.00 feet; thence N 00°00'00" W a distance of 100.00 feet; thence N 90°00'00" E a distance of 100.00 feet; thence S 00°00'00" E a distance of 100.00 feet to the POINT OF BEGINNING.

Containing an area of 10000.00 square feet, 0.230 acres, more or less.

Surveyor's Notes

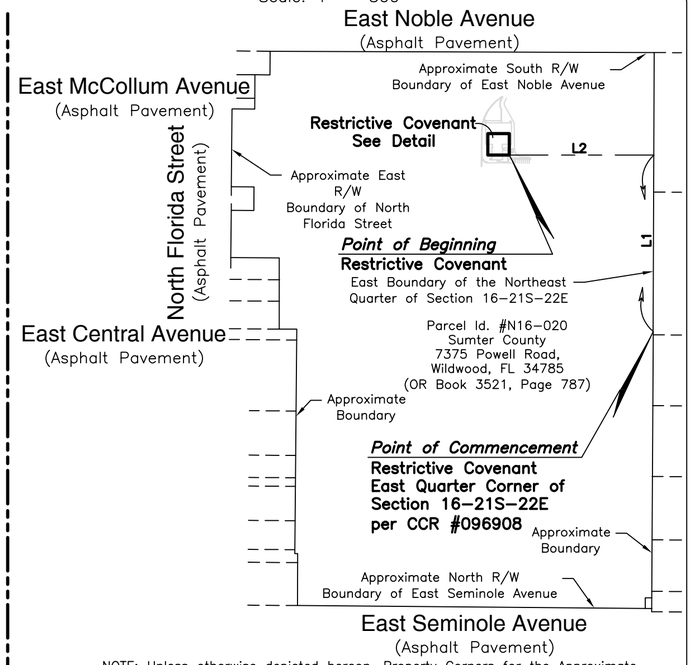
1.) Paper copies of this survey are not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Digital copies are not valid without the digital signature of a Florida Licensed Surveyor and Mapper.
2.) The bearing structure for this survey is based on a NAD 1983 Florida State Plane West, bearing of N 00°13'32" E for the East Boundary of the Northeast 1/4 of Section 16, Township 21 South, Range 22 East.
3.) The horizontal datum utilized for this project is NAD 1983 Florida West Zone, 2011 Adjustment, U.S. Survey Feet. Said datum was established by utilizing the Florida Permanent Reference Network (FPRN).
4.) All utilities depicted hereon are from visible evidence only. Surveyor did not contact subsurface utility locator service.
5.) No underground foundations or footers were excavated or located for this survey.
6.) Surveyor makes no guarantees as to the species of trees or to the health of each tree depicted hereon, if this information is necessary a certified arborist should be contacted.
7.) Parcel ownership and property lines depicted hereon are for informational purposes only and were taken from Sumter County Property Appraiser.
8.) All right-of-way and property boundaries depicted hereon are approximate.
9.) THIS IS NOT A BOUNDARY SURVEY.

Planimetric Detail



Approximate Parent Parcel Boundary Detail

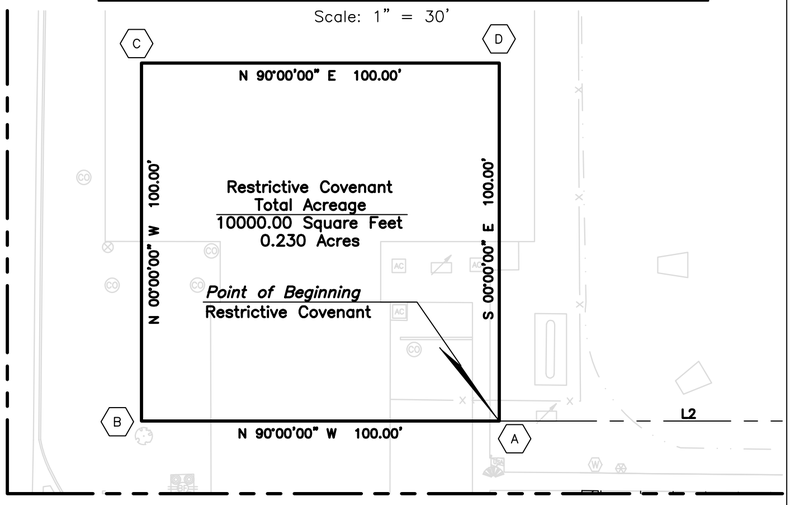
Scale: 1" = 500'



NOTE: Unless otherwise depicted hereon, Property Corners for the Approximate Parent Parcel Boundary were Not Set or Found.

Restrictive Covenant Detail

Scale: 1" = 30'



Stacy L. Brown PSM No. 6516
SurvTech Solutions, Inc. LB No. 7340

Certifications:
AET LLC;
Florida Department of Environmental Protection

Project Name: Sumter County Public Works		Project No.: 20200120
Address: 319 East Anderson Avenue	City: Bushnell	State: Florida

REVISION	DATE	INITIALS

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY

Drafted By: T. Creuz A. Regling
Date Drafted: 05/29/20
Approved By: S. Brown
Date Approved: 06/03/20
Drawing Name: 20200120_1S
Phase: 1
Last Field Date: 05/05/20
Field Book/Page: 20-18/15

SURVTECH SOLUTIONS, INC.
10220 U.S. Highway 92 East
Tampa, FL 33610
phone: (813)-621-4929
fax: (813)-621-7194
Licensed Business #7340
email: sbrown@survtechsolutions.com
http://www.survtechsolutions.com

Date Plotted: 6/3/2020 2:42:52 PM By: Stacy Brown

SHEET: 1 OF 1

COMMITMENT & INTEGRITY
DRIVE RESULTS

210 South Florida Avenue | Suite 220
Lakeland, Florida 33801
www.woodardcurran.com

T 800.426.4262
F 207.774.6635

MEMORANDUM

TO: Jody E. Young, CGFO – City of Bushnell

CC: Tom Romaelle, Jerry Rodriguez – City of Bushnell
Justin deMello – Woodard & Curran

FROM: Bryan R. Maurer – Woodard & Curran

DATE: May 6, 2020

RE: Review of Notice of Intent for Conditional Closure
319 East Anderson Avenue, Bushnell, Florida

In response to your request, Woodard & Curran has reviewed the April 21, 2020 Notice of Intent to Conditionally Close a Contaminated Site Using an Institutional Control for the property at 319 East Anderson Avenue. This closure is being sought on behalf of the Sumter County Public Works Division (SCPWD) as part of a request to the Florida Department of Environmental Protection (FDEP) for a No Further Action Proposal. The intent of the conditional closure is to restrict exposure to contamination by prohibiting groundwater use at the property, including the portion of the property for which the City of Bushnell is the holder of a utility easement.

This memorandum provides a brief summary of the site history, current conditions, the nature of the proposed institutional controls, and our view of the appropriateness of the proposal, based on our review of the available documentation.

Background

The subject property was previously a fueling station for Sumter County fleet vehicles, consisting of three aboveground fuel storage tanks, four dispenser islands, and associated piping, all of which were removed in December 2015. In September 2010, a release of approximately 180 gallons of gasoline was released at one of the dispensers. Site assessment and source removal activities were conducted through October 2011, and monthly air sparge/vapor extraction events were conducted between September 2013 and April 2016. Additional soil removal was conducted in January 2016 after removal of the facilities, with soil confirmation sample results below relevant FDEP cleanup target levels.

Current Site Conditions

SCPWD has subsequently redeveloped the property by constructing an office and storage facility. Two years of quarterly groundwater monitoring were completed in November 2018. A general summary of the groundwater data is as follows:

- Depth to groundwater is typically 9 to 13 feet below grade, with seasonal fluctuations of about three feet.
- Shallow groundwater generally flows toward the south-southwest.
- Analytical results are below detection limits for five of the six monitoring wells, including the three wells located 10 feet downgradient of the former dispenser islands and the two upgradient wells.

- At the monitoring well located within the original source area (MW-1R), reported concentrations for benzene, xylenes, and cumene are greater than the corresponding FDEP groundwater cleanup target levels.

Proposed Closure

Based on the results of the quarterly groundwater monitoring, SCPWD is requesting that FDEP approve No Further Action with Institutional Controls and issuance of a Site Rehabilitation Completion Order with Conditions for the property. The following specific restrictions are proposed to be emplaced on the property and associated easements:

- No use of groundwater within the property, nor installation of wells except for monitoring or other wells as approved by FDEP.
- Should dewatering activities be performed on the property, a plan approved by FDEP must be in place to address the appropriate handling, treatment, and disposal of any extracted groundwater.
- No stormwater ditches or other stormwater facilities on the property.

These restrictions are to be emplaced on the property in perpetuity unless otherwise modified by SCPWD and FDEP, such as when groundwater concentrations are determined to be in compliance with relevant cleanup target levels.

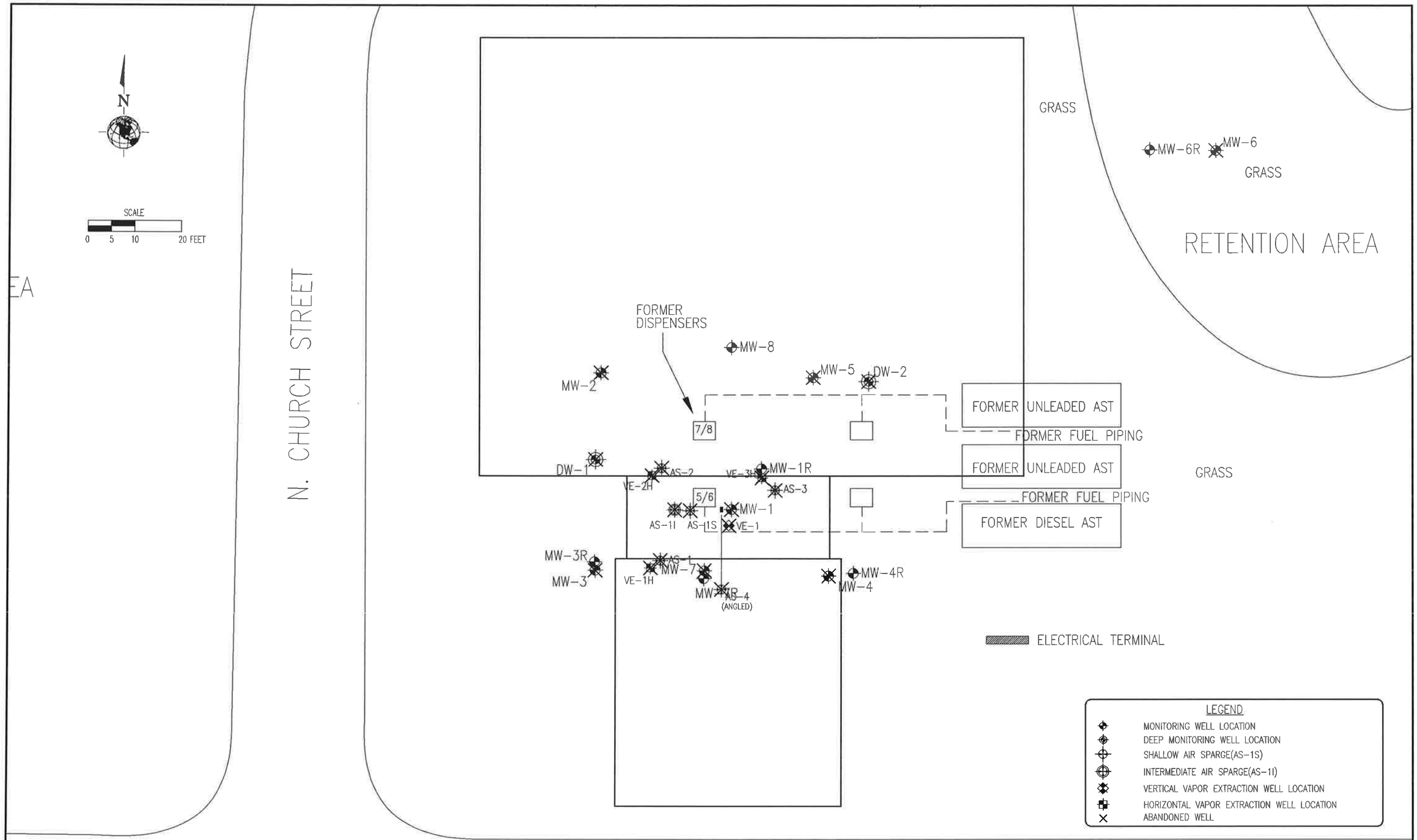
Evaluation of Proposed Closure

Based on our review of the available documents, we believe that the proposed No Further Action with Institutional Controls is a reasonable and appropriate means for completion of activities at the property, and that such proposal will not adversely impact the City of Bushnell's utility easement on said property or other City facilities, including drinking water supply wells. Our conclusion is based on the following information:

- The source of the contamination, which was approximately 50 feet from the nearest streets, has been removed, and remaining soil concentrations are in compliance with FDEP cleanup target levels.
- Impacts to shallow groundwater are limited to a small area in the immediate vicinity of the former fuel dispenser islands, with no impacts detected ten feet downgradient of the area or in two wells monitoring deeper groundwater.
- The depth to groundwater is typically ten feet or greater, and therefore not likely to be encountered during routine underground utility installation or maintenance work.
- It is our understanding that the nearest municipal supply wells are at least 2,000 feet from this property. Given the relatively limited nature of impacts to groundwater at the property, as described above, and the supply wells draw from deeper aquifers rather than the surficial unit, we would not expect these impacts to adversely affect supply wells in the vicinity of the property.

We do note that while the proposed restrictive covenant provides a mechanism for modification or removal of the restrictions to the property via a demonstration that groundwater concentrations have reduced to less than FDEP cleanup target levels, there does not appear to be a plan in place for routine monitoring to enable this demonstration. Accordingly, we would suggest commenting to FDEP that a

requirement for regular groundwater monitoring, such as once per year, be included to enable a possible future removal of the restrictions.



Advanced Environmental TECHNOLOGIES, LLC

SUMTER COUNTY PUBLIC WORKS
319 EAST ANDERSON AVENUE
BUSHNELL, SUMTER COUNTY, FLORIDA
FDEP FAC. ID NO.: 60-9600132

SITE MAP

FIGURE
1
PROJECT NO.
25755.07

January 28, 2020

Sumter County Public Works Operations
319 East Anderson Avenue
Bushnell, FL 33513

Re: Notice of Intent to Conditionally Close a Contaminated Site Using an Institutional Control

Dear Michael Bryant:

You are receiving this notice because you are the representative of the real property owner of a property subject to an Institutional Control located at 319 East Anderson Avenue, Bushnell, Florida 33513.

In relation to certain environmental site rehabilitation activities on the property, the person responsible for site rehabilitation (PRSR) has requested that the Florida Department of Environmental Protection (DEP) approve a No Further Action Proposal with Institutional Controls, or with Engineering and Institutional Controls, and issue a Site Rehabilitation Completion Order with Conditions for a contaminated site relating to this property. The PRSR is seeking this order in reference to DEP Site ID # 60/9600132, Sumter Cnty Operations Dept, 319 East Anderson Avenue, Bushnell, Florida 33513 and intends to restrict exposure to contamination in the following manner: a Declaration of Restrictive Covenant between the Owner and the DEP that will prohibit groundwater use on the entire property.

Attached to this letter is the most recent *Year 2, Quarter 4 Post Active Remedial Monitoring Report* which includes a history of the groundwater contamination addressed by the Institutional Control and the location of the contamination. Please contact the undersigned if you have any questions regarding this notice. In addition, you may contact Anil Desai at (407) 897-4116 to discuss the status of the work. Complete copies of the No Further Action Proposal, other documents on which DEP will rely, and DEP's preliminary evaluation are available for public inspection online at Oculus, the online document management system.

Please use the DEP Facility ID# 60/9600132 to communicate with DEP or Oculus.

Real property owner(s) have 30 days from receipt of this notice to provide comments to DEP. Within the 30-day comment period, local governments may request additional time for review. Such comments should be sent to the Florida Department of Environmental Protection, Anil Desai, Anil.Desai@FloridaDEP.gov.

Respectfully submitted,

Michael J. Cook

Michael Cook
Advanced Environmental Technologies, LLC
(863) 619-9708
mcook@aetllc.com

Attachment: Year 2, Quarter 4 Post Active Remedial Monitoring Report

cc: Anil Desai, Anil.Desai@FloridaDEP.gov

February 27, 2019

Mr. Anil Desai, P.G.
Florida Department of Environmental Protection
Central District Office – Permitting and Waste Cleanup Program
3319 Maguire Boulevard, Suite 232
Orlando, FL 32803-3767

RE: Y2Q4 Post Active Remedial Monitoring Report
Sumter County Public Works Division
319 E. Anderson Avenue
Bushnell, Sumter County, Florida
FDEP FAC ID No.: 60 - 9600132
ACE Claim No.: JY10J0505692
AET Project No.: 25755.07

Dear Mr. Desai:

On behalf of Sumter County Public Works Division (SCPWD), Advanced Environmental Technologies, LLC (AET) is pleased to submit this Year 2 Quarter 4 Post Active Remedial Monitoring (PARM) Report to the Florida Environmental Protection Department (FDEP).

Figure 1	Site Map
Figure 2	Groundwater Elevation Table
Figure 3	Groundwater Analytical Data
Table 1	Groundwater Elevation Summary
Table 2a-c	Groundwater Monitoring Well Analytical Summary
Appendix A	Field Notes, Groundwater Sampling Logs, & Field Equipment Calibration Forms
Appendix B	Laboratory Report and Chain of Custody Record

Site History

The site is currently a discontinued fueling station for the Sumter County fleet vehicles. Two (2) 10,000-gallon unleaded aboveground storage tanks (AST), one (1) 10,000-gallon vehicular diesel AST, four (4) dispenser islands, and corresponding fuel piping were removed from December 14, 2015 to January 4, 2016. On September 28, 2010, approximately 180 gallons of unleaded fuel was discharged due to a deteriorated flexible pipe within the fiberglass double wall casing at the southwest (dispenser 5/6) dispenser sump. The unleaded fuel overflowed the dispenser sump into the stormwater drain

leading to the site's retention area. Site assessment and source removal activities in the retention area and around dispensers 5/6 and 7/8 were conducted from September 2010 through October 2011. An air sparge/soil vapor extraction pilot test was conducted in June 2012 in the area of dispensers 5/6 and 7/8. The results of the pilot test were incorporated into the RAP dated January 9, 2013. Active air sparge / vapor extraction (AS/VE) intermittent events were completed monthly from September 2013 to April 2016.

Due to plans for site redevelopment by SCPWD, the fuel system was decommissioned in November 2015. On January 2016, AET excavated a total of 57.4 tons of petroleum impacted soil from under the 5/6 and 7/8 dispenser island and canopy footers after Adams Tank and Lift decommissioned all the dispenser islands, fuel piping, removed the AST, and removed the canopy; soil confirmation sampling indicated petroleum impacts in the soil were below SCTL during source removal activities. In May 2017, AET oversaw the abandonment of all monitoring and remediation wells. SCPWD redeveloped the site by constructing an office and storage facility. From June 5 to September 20, 2017, AET oversaw the installation of one well (MW-8) and five replacement wells (MW-1R, MW-3R, MW-4R, MW-6R, and MW-7R) within the newly constructed building and surrounding landscape. **Figure 1** shows the site map with monitoring well locations and pertinent features.

Groundwater Table Elevation and Groundwater Quality

On November 29, 2018, AET removed the watertight caps from six (6) monitoring wells (MW-1R, MW-3R, MW-4R, MW-6R, MW-7R, and MW-8) to allow stabilization to ambient atmospheric conditions. Depth to groundwater measurements were then recorded from each of the monitoring wells. The monitoring wells were gauged using an electric interface probe to +/- 0.01 ft accuracy and their groundwater levels were recorded. The interface probe was decontaminated prior to gauging subsequent wells. Depth to water ranged from 11.55 feet below top of casing (ft btoc) in MW-6R to 12.91 ft btoc in MW-4R. No free product was observed in any of the wells during this field event. **Figure 2** shows the shallow aquifer elevations; gradient flow was generally to the southwest. **Table 1** summarizes the monitoring well construction and depth to water data.

On November 29, 2018, AET collected groundwater samples from six (6) monitoring wells (MW-1R, MW-3R, MW-4R, MW-6R, MW-7R, and MW-8). Groundwater samples from monitoring wells were submitted for laboratory analysis using EPA Methods 8260 (VOC), 8270 (PAH), and FL-PRO (TRPH). Laboratory analytical data indicate petroleum concentrations were above FDEP groundwater cleanup target levels (GCTL) as established by Chapter 62-777, Table I, of the Florida Administrative Code (F.A.C.).

- Benzene concentrations in monitoring well MW-1R (50 micrograms per liter [µg/L]) were above GCTL (1 µg/L).
- Total xylenes concentrations in monitoring well MW-1R (33 µg/L) were above GCTL (20 µg/L).

- Cumene concentrations in monitoring well MW-1R (1.8 µg/L) were above GCTL (0.8 µg/L).

The November 2018 water table elevation was an average of 2.9 ft lower than that of the previous sampling event in August 2018. The dissolved petroleum concentrations in monitoring well MW-1R are affected by the vertical fluctuation of the shallow aquifer. **Figure 3** illustrates the November 2018 groundwater analytical data. **Tables 2a** thru **Table 2c** summarize the groundwater laboratory analytical results. **Appendix A** includes copies of the groundwater sampling logs and field equipment calibration forms. **Appendix B** includes copies of the laboratory analytical report and chain of custody record.

Quality Assurance and Quality Control

Quality assurance and quality control (QA/QC) programs assure the reliability and accuracy of monitoring and measurement data. In preparing this report, AET relied on information provided in the reference documents and assumes that adequate quality control measures were followed with regard to chain-of-custody, laboratory procedures, and data reporting. Validity of the analysis and conclusions drawn for this report are determined by the availability and reliability of referenced information.

Based on the DEP field sampling logs, QA/QC measurements appeared consistent with data normally taken with environmental sampling and analysis. Detailed sample collection and preservation procedures, as well as laboratory QA/QC data for analyses, were included in the report for the collected samples. The laboratory analytical results of method blanks, surrogate recovery results, and acceptable limits were included in the reports. Upon review of the laboratory analytical report, some of the samples indicated a reported value between the laboratory method detection limit and the laboratory practical quantitation limit (i.e. results flagged with an "I" value). The data appears valid and within SOP protocol. One of the analyzed contaminant parameters were found in the method blank. In the event that the method blank indicated detection (i.e. results flagged with a "V" value), AET would utilize the ten times rule as far as validating the data as being usable or not. The ten times rule is based on the Environmental Protection Agency (EPA) guidance document for organic data review. If after applying the rules, the results do not meet the GCTL or SCTL limits, then the sample must be re-analyzed and or re-sampled (excluding those low level PAHs whose CTLs cannot be achieved). It should also be noted that no equipment blanks, field blanks, trip blanks, or duplicate samples were included in this project. These types of samples are useful in the QA/QC validation process.

All monitoring well purging, groundwater sampling and/or air sampling activities were performed in accordance with the FDEP's SOP and Guidance Memos, and Chapter 62-160, F.A.C.

Conclusions

- On November 29, 2018, the depth to water ranged from 11.55 to 12.91 ft btoc. The November 2018 water table elevation was an average of 2.9 ft lower than that of the previous sampling event in August 2018. The shallow aquifer gradient was generally to the southwest.
- On November 29, 2018, AET collected groundwater samples from six (6) monitoring wells (MW-1R, MW-3R, MW-4R, MW-6R, MW-7R, and MW-8). Laboratory analytical data indicate petroleum concentrations above GCTL in only MW-1R.
- The dissolved petroleum concentrations in monitoring well MW-1R are affected by the vertical fluctuation of the shallow aquifer.

Recommendations

Dissolved petroleum concentrations from the November 2018 groundwater sampling event continue to be above GCTL in only MW-1R. AET recommends no further action with engineering controls per the following parameters:

- One year of monitoring has occurred post site renovation.
- The dissolved petroleum contaminant plume is stable, the area is less than ¼ acre, and it has not migrated offsite.
- The dissolved petroleum contaminant plume has not affected, and does not have the potential to affect a fresh water or marine surface water body.
- No soil impacts are present above target levels.
- The newly constructed building and foundation will serve as the engineering control.

If you should have any questions concerning this report, please contact the undersigned at asanchez@aetllc.com or (863) 614-0692.

Sincerely,

Advanced Environmental Technologies, LLC

Andres Sanchez, E.I.
Associate Engineer

cc: Mr. Jackey Jackson, Sumter County PWD (jackey.jackson@sumtercountyfl.gov)
Ms. Rachel Shulman, ACE USA Claims Division (Rachel.schulman@acegroup.com)
Mr. Dan Mondo, Vertex Environmental Insurance Services (dmondo@vertexeng.com)

Advanced Environmental
TECHNOLOGIES, LLC

P.G. Certification

Y2Q4 Post Active Remedial Monitoring (PARM) Report for Sumter county Public Works Division located at 319 East Anderson Avenue, Bushnell, Sumter County, Florida, **FDEP Facility I.D. No. 60/9600132.**

I, Daniel Warmke, P.G. #0001792 hereby certify that I currently hold an active license in the state of Florida and am competent through education and experience to provide the services described in this document. I certify that, in my professional judgment, this **Y2Q4 Post Active Remedial Monitoring (PARM) Report** meets the requirements of Chapter 62-780, Florida Administrative Code (FAC) and the requirements of Chapter 492, Florida Statutes (F.S.). Moreover, I certify that Advanced Environmental Technologies LLC. holds an active Geology Business License #GB-330 to provide the geological services.

_____ I personally completed this review

__X__ This document was prepared by ____Andres Sanchez_____ working under my direct supervision

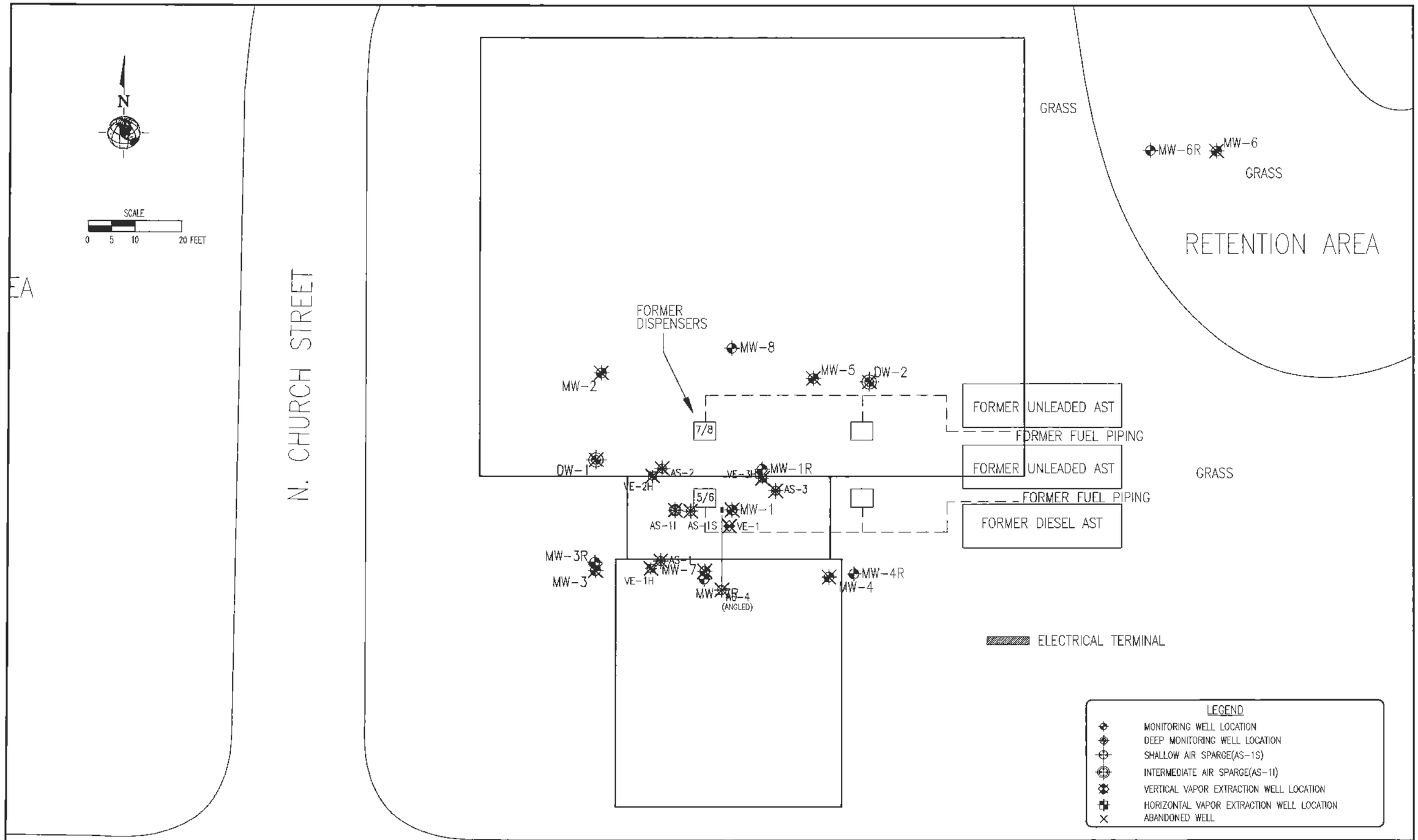
Daniel Warmke, P.G.
Professional Geologist
Florida License No. 0001792 / Geology Business License No. GB-330

Daniel Warmke 2/28/19
Signature / Date

4265 New Tampa Highway, Suite 1 • Lakeland, FL 33815 Phone: 863-619-9708 Fax: 863-619-7467

OFFICES IN: • Albany, GA • Pensacola, FL • Tallahassee, FL

FIGURES

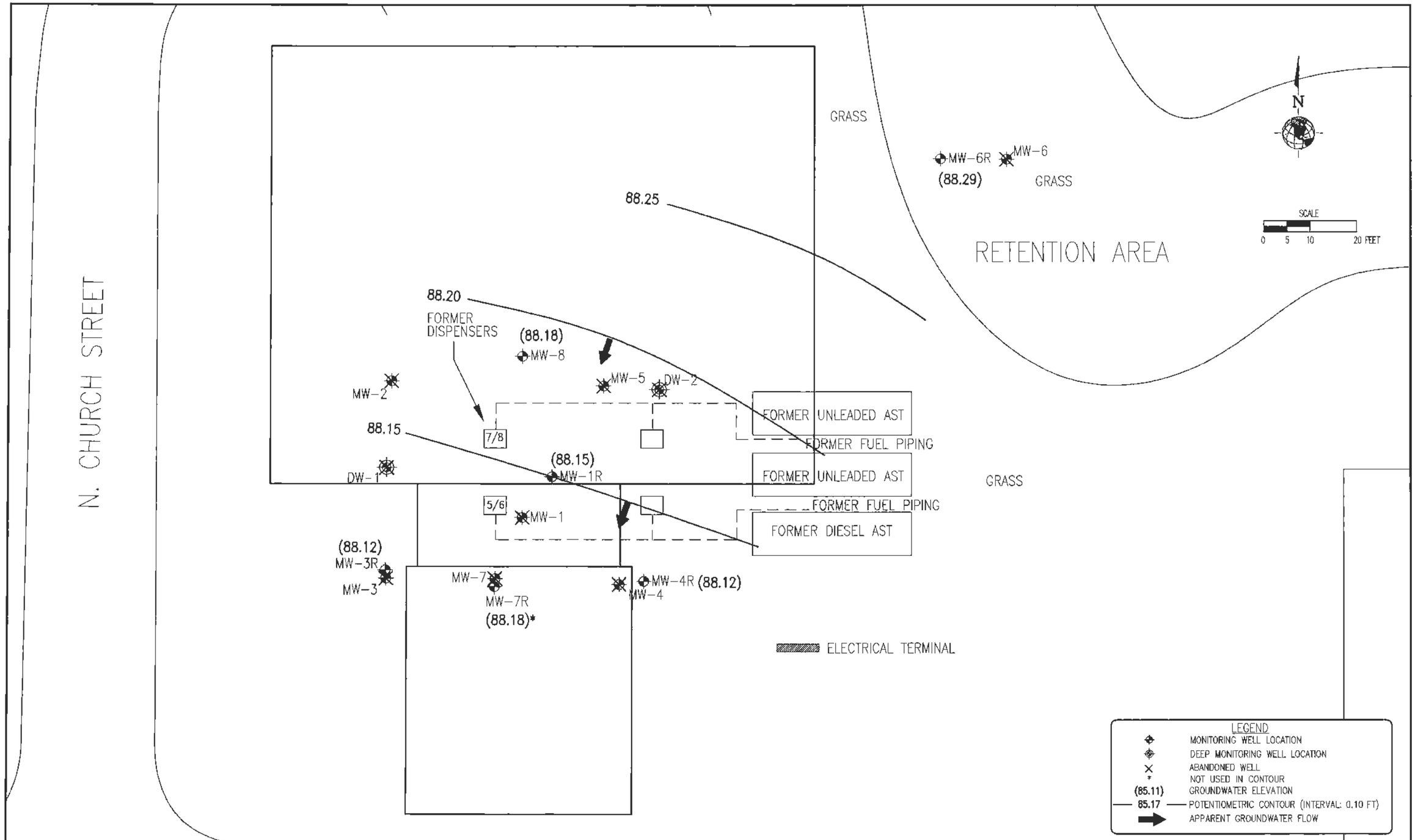


Advanced Environmental TECHNOLOGIES, LLC

SUMTER COUNTY PUBLIC WORKS
319 EAST ANDERSON AVENUE
BUSHNELL, SUMTER COUNTY, FLORIDA
FDEP FAC. ID NO.: 60-9600132

SITE MAP

FIGURE
1
PROJECT NO.
25755.07

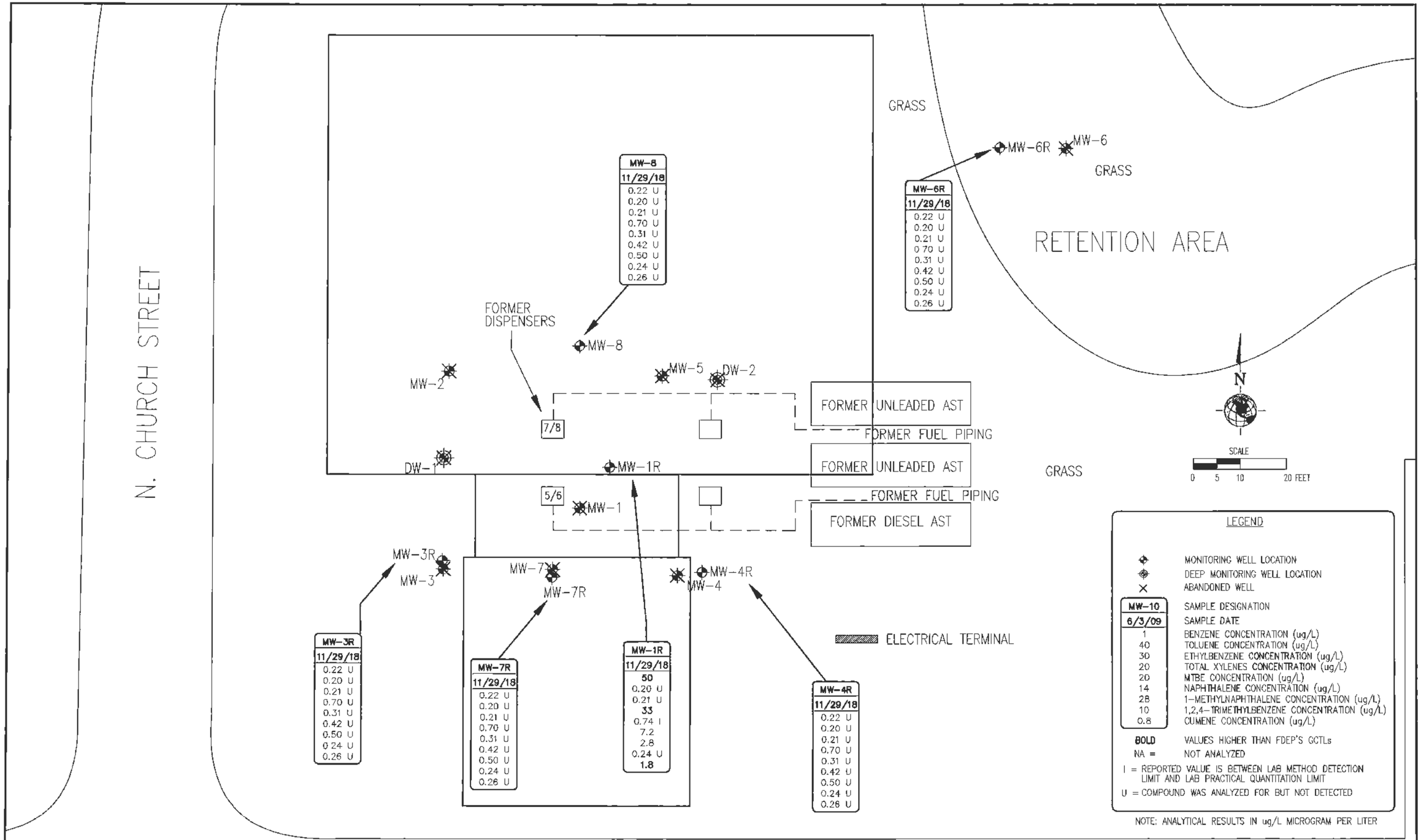


Advanced Environmental TECHNOLOGIES, LLC

SUMTER COUNTY PUBLIC WORKS
319 EAST ANDERSON AVENUE
BUSHNELL, SUMTER COUNTY, FLORIDA
FDEP FAC. ID NO.: 60-9600132

GROUNDWATER ELEVATION CONTOUR MAP
(NOVEMBER 29, 2018)

FIGURE
2
PROJECT NO.
25755.07



Advanced Environmental TECHNOLOGIES, LLC

SUMTER COUNTY PUBLIC WORKS
319 EAST ANDERSON AVENUE
BUSHNELL, SUMTER COUNTY, FLORIDA
FDEP FAC. ID NO.: 60-9600132

GROUNDWATER ANALYTICAL DATA
(NOVEMBER 29, 2018)

FIGURE
3
PROJECT NO.
25755.07

TABLES

TABLE 1: GROUNDWATER ELEVATION SUMMARY

Facility Name: Sumter County Road Department
Address: 319 E. Anderson Ave.
City, State: Bushnell, FL
County: Sumter
FDEP FAC#: 60/9600132
AET Project #: 25755.01

Not Applicable = N/A
All Measurements = Feet.
No Data = " "
Free Product Recovery = FPR

WELL NO.	SB-1/PZ-1			RW-1			MW-1			MW-2			MW-3			MW-4		
DIAMETER (INCH)	2			4			2			2			2			2		
WELL DEPTH (FEET)	16			15			20			20			20			20		
SCREEN INTERVAL (FEET)	6-16			5-15			5-20			5-20			5-20			5-20		
TOC ELEV (FEET) [1]										100			100.28			99.19		
TOC ELEV (FEET) [2]							100.00			100.55			100.80			99.72		
DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
10/12/2010		12.16	11.55							9.00	7.50	0.00		12.86				
10/25/2010	REPLACED WITH RW-1									9.00	8.00	0.00		12.18				
10/26/2011					FPR													
11/9/2010					14.23	13.73												
12/7/2010					14	14.24												
12/9/2010					14.20	0.00												
1/18/2011				DESTROYED						84.35	15.65	0.00	84.43	15.85	0.00	85.89	13.30	0.00
1/19/2011							84.95	15.05	0.00	84.97	15.58	0.00	84.95	15.85	0.00	84.92	14.80	0.00
1/25/2011							84.90	15.10	0.00	84.90	15.65	0.00	84.90	15.90	0.00	84.90	14.82	0.00
10/6/2011							85.20	14.80	0.00	85.18	15.37	0.00	85.14	15.66	0.00	85.12	14.60	0.00
6/5/2012							81.21	18.79	0.00	81.17	19.38	0.00	81.12	19.68	0.00	81.13	18.59	0.00
7/11/2012							89.96	10.04	0.00							89.87	9.85	0.00
8/15/2013							88.52	11.48	0.00	88.45	12.10	0.00	88.43	12.37	0.00	88.42	11.30	0.00
1/31/2014							86.95	13.05	0.00	86.84	13.71	0.00	86.90	13.90	0.00	86.86	12.86	0.00
6/5/2014							89.06	10.94	0.00	89.03	11.52	0.00	89.00	11.80	0.00	88.97	10.75	0.00
8/20/2014							88.70	11.30	0.00				88.40	12.40	0.00	88.42	11.30	0.00
12/19/2014							88.50	11.50	0.00				88.40	12.40	0.00	88.42	11.30	0.00
4/21/2015							88.42	11.58	0.00				88.26	12.54	0.00	88.22	11.50	0.00
8/5/2015							89.69	10.31	0.00				89.56	11.24	0.00	89.49	10.23	0.00
4/1/2016							88.36	11.64	0.00				88.21	12.59	0.00	88.17	11.55	0.00
7/19/2016							86.64	13.36	0.00				86.48	14.32	0.00	86.41	13.31	0.00
10/4/2016							87.77	12.23	0.00				87.54	13.28	0.00	87.47	12.25	0.00
2/13/2017							84.71	15.29	0.00				84.55	16.25	0.00	84.49	15.23	0.00
4/28/2017							83.35	16.65	0.00				83.19	17.61	0.00	83.12	16.60	0.00

WELL NO.	MW-5			MW-6			MW-7			DW-1			DW-2			MW-1R		
DIAMETER (INCH)	2			2			2			2			2			1.5		
WELL DEPTH (FEET)	20			20			25			41			41			20		
6" DOUBLE CASING DEPTH (FT)	N/A			N/A			N/A			35			35			N/A		
SCREEN INTERVAL (FEET)	5-20			2-17			5-25			36-41			36-41			10-20		
TOC ELEVATION (FEET)	99.80			96.45			99.81			100.75			99.98					
TOC ELEVATION (FEET)[3]																99.87		
DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
1/19/2011	85.40	14.40	0.00							84.80	15.95	0.00						
1/25/2011	84.85	14.95	0.00							84.87	15.88	0.00						
10/6/2011	85.10	14.70	0.00	85.01	11.44	0.00	85.11	14.70	0.00	85.09	15.66	0.00	85.03	14.95	0.00			
6/5/2012	81.17	18.63	0.00				81.13	18.68	0.00									
7/11/2012							89.87	9.94	0.00									
8/15/2013	88.40	11.40	0.00	88.40	8.05	0.00	88.42	11.39	0.00	88.44	12.31	0.00	88.33	11.65	0.00			
1/31/2014	86.86	12.94	0.00	85.81	10.64	0.00	86.87	12.94	0.00	86.90	13.85	0.00	86.84	13.14	0.00			
6/5/2014	89.16	10.64	0.00	89.00	7.45	0.00	88.91	10.90	0.00	89.02	11.73	0.00	89.08	10.90	0.00			
8/20/2014							88.51	11.30	0.00									
12/19/2014							88.36	11.45	0.00									
4/21/2015							88.23	11.58	0.00									
8/5/2015							89.52	10.29	0.00									
4/1/2016							88.18	11.63	0.00									
7/19/2016							86.41	13.40	0.00									
10/4/2016							87.47	12.34	0.00									
2/13/2017							84.50	15.31	0.00									
4/28/2017							83.14	16.67	0.00									
11/9/2017																89.25	10.62	0.00
1/12/2018																87.47	12.40	0.00
2/21/2018																88.40	11.47	0.00
8/10/2018																91.04	8.83	0.00
11/29/2018																88.15	11.72	0.00

TABLE 1: GROUNDWATER ELEVATION SUMMARY

Facility Name: Sumter County Road Department
Address: 319 E. Anderson Ave.
City, State: Bushnell, FL
County: Sumter
FDEP FAC#: 60/9600132
AET Project #: 25755.01

Not Applicable = N/A
All Measurements = Feet.
No Data = " "
Free Product Recovery = FPR

WELL NO.	MW-3R			MW-4R			MW-6R			MW-7R			MW-8					
DIAMETER (INCH)	2			2			2			1.5			1.5					
WELL DEPTH (FEET)	20			20			20			20			20					
6" DOUBLE CASING DEPTH (FT)	N/A			N/A			N/A			N/A			N/A					
SCREEN INTERVAL (FEET)	10-20			10-20			10-20			10-20			10-20					
TOC ELEVATION (FEET)[3]	100.84			101.03						99.99			100.00					
DATE	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP	ELEV	DTW	FP
11/9/2017	87.84	13.00	0.00	88.87	12.16	0.00				89.19	10.80	0.00	89.29	10.71	0.00			
2/21/2018	88.37	12.47	0.00	88.40	12.63	0.00				88.38	11.61	0.00	89.40	10.60	0.00			
8/10/2018	91.04	9.80	0.00	91.06	9.97	0.00				91.03	8.96	0.00	91.03	8.97	0.00			
11/29/2018	88.12	12.72	0.00	88.12	12.91	0.00	-11.55	11.55	0.00	88.18	11.81	0.00	88.18	11.82	0.00			

[1] ELEVATION MEASURED DURING 1/18/11 SURVEY TO DETERMINE LOCATION OF DW-1
[2] COMPLETE ELEVATION MEASUREMENTS FROM ALL INSTALLED MONITORING WELLS
[3] ELEVATION OF NEW AND REPLACEMENT WELLS SURVEYED ON 2/21/16

TABLE 2a: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

Facility ID#: 60/9600132 **Facility Name: SUMTER COUNTY ROAD DEPARTMENT** **See notes at end of table.**

Location	Sample Date	DTW (ft)	Benzene (µg/L)	Toluene (µg/L)	Ethyl-benzene (µg/L)	Total Xylenes (µg/L)	Total VOAs (µg/L)	MTBE (µg/L)	EDB (µg/L)	1,2-Di-chloro-ethane (µg/L)	Total Arsenic (µg/L)	Total Cad-mium (µg/L)	Total Chro-mium (µg/L)	Total Lead (µg/L)
	GCTLs		1**	40**	30**	20**	NA	20	0.02**	3**	10**	5**	100**	15**
	NADCs		100	400	300	200	NA	200	2	300	100	50	1,000	150
MW-1	1/25/2011	15.10	4300	35000	3600	21000	63900	50 U						
	1/25/11 DUP	15.10	4100	40000	4700	25000	73800	50 U						
	10/6/2011	14.80	5500	31000	2900	16000	55400	110 U	0.0040 U	140 U				3.2 U
	10/6/11 DUP	14.80	5800	31000	3800	18000	58600	68 U						
	6/5-6/8/12	18.79	AS/VE PILOT TEST											
	7/11/2012	10.04	1200	5000	2500	20000	28700	6.8 U						
	8/15/2013	11.48	1300	11000	2900	17000	32200	27 U						
	9/30/13 - 10/2/13		OCTOBER AS/VE EPISODIC EVENT											
	11/14/ - 11/15/13		NOVEMBER BIOSPARGE EPISODIC EVENT											
	12/11 - 12/13/13		DECEMBER AS/VE EPISODIC EVENT											
	1/31/2014	13.05	25 I	920	520	5300	6765	6.8 U						
	2/10/14-2/12/14		FEBRUARY AS/VE EPISODIC EVENT											
	4/7/14-4/9/14		APRIL AS/VE EPISODIC EVENT											
	6/5/2014	10.94	6.4	48	130	810	994.4	0.50 U						
	6/25/14-6/26/14		JUNE AS/VE EPISODIC EVENT											
	7/28/14-7/29/14		JULY AS/VE EPISODIC EVENT											
	8/13/14-8/15/14		AUGUST AS/VE EPISODIC EVENT											
	8/20/2014	11.30	3.2 I	61	35	760	859.2	3.0 U						
	10/1-3/2014		OCTOBER AS/VE EPISODIC EVENT											
	10/28-30/2014		OCTOBER AS/VE EPISODIC EVENT											
	11/18-20/2014		NOVEMBER AS/VE EPISODIC EVENT											
	12/19/2014	11.50	1.6	17	22	210	250.6	0.10 U						
	1/6-8/2015		JANUARY AS/VE EPISODIC EVENT											
	2/25-27/2015		FEBRUARY AS/VE EPISODIC EVENT											
	3/31-4/2/2015		MARCH AS/VE EPISODIC EVENT											
	4/21/2015	11.58	0.64 I	11	12	110	133.64	0.10 U						
	4/21-4/23/15		APRIL AS/VE EPISODIC EVENT											
	6/2-6/5/15		JUNE AS/VE EPISODIC EVENT											
	7/14-7/15/15		JULY AS/VE EPISODIC EVENT											
	8/5/2015	10.31	0.62 U	1.3	0.88 I	34	36.18	0.59 U	0.61 U	0.60 U				
	11/23-11/25/15		NOVEMBER AS/VE EPISODIC EVENT											
	1/18-1/27/16		SOURCE REMOVAL											
	2/15-2/17/16		FEBRUARY AS/VE EPISODIC EVENT											
	3/21-3/23/16		MARCH AS/VE EPISODIC EVENT											
	4/1/2016	11.64	0.52 U	0.41 U	0.51 I	15	15.51	0.49 U	0.66 U	0.90 U				
	4/18-4/20/16		APRIL AS/VE EPISODIC EVENT											
	7/19/2016	13.36	0.52 U	0.41 U	0.34 U	15	15	0.49 U	0.66 U	0.90 U				
	10/4/2016	12.23	0.52 U	0.41 U	0.34 U	5.9	5.9	0.49 U	0.66 U	0.90 U				
	2/13/2017	15.29	1.0	0.41 U	0.52 I	27	28.52	0.49 U	0.66 U	0.90 U				
	4/28/2017	16.65	7.8	0.62 I	7.6	80	96.02	0.49 U	0.66 U	0.90 U				
MW-1R	11/9/2017	10.82	180	0.82 U	0.68 U	43	223	0.98 U	1.3 U	1.8 U				
	1/12/2018	12.40	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
	2/21/2018	11.47	120	0.47 I	0.21 U	56	176.47	1.3	0.44 U	0.29 U				
	8/10/2018	8.83	14	0.20 U	0.21 U	11	25	0.31 U	0.44 U	0.29 U				
	11/29/2018	11.72	50	0.20 U	0.21 U	33	83	0.74 I	0.44 U	0.29 U				
MW-2	1/25/2011	15.65	0.88 U	0.44 U	0.43 U	1.3 U	1.3 U	0.20 U						
	10/6/2011	15.37	0.32 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
MW-3	1/25/2011	15.90	0.88 U	0.44 U	0.43 U	1.3 U	1.3 U	0.20 U						
	10/6/2011	15.66	0.32 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	8/15/2013	12.37	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	1/31/2014	13.90	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	6/5/2014	11.80	0.16 U	0.41 I	0.38 I	0.56 U	0.79	0.10 U						
	8/20/2014	12.40	0.62 U	0.60 U	0.53 U	1.8 U	3.55	0.59 U						
	12/19/2014	12.40	0.16 U	0.17 U	0.17 U	0.73 I	1.23	0.10 U						
	4/21/2015	12.54	0.16 U	0.17 U	0.24 I	1.3 I	1.54	0.10 U						
	8/5/2015	11.24	0.62 U	0.60 U	0.53 U	1.8 U	1.8 U	0.59 U						
	4/1/2016	12.59	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	7/19/2016	14.32	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	10/4/2016	13.26	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	2/13/2017	16.25	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U						
	4/28/2017	17.61	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				

TABLE 2a: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

Facility ID#: 60/9600132 **Facility Name: SUMTER COUNTY ROAD DEPARTMENT** See notes at end of table.

Sample Location	Sample Date	DTW (ft)	Benzene (µg/L)	Toluene (µg/L)	Ethyl-benzene (µg/L)	Total Xylenes (µg/L)	Total VOAs (µg/L)	MTBE (µg/L)	EDB (µg/L)	1,2-Di-chloro-ethane (µg/L)	Total Arsenic (µg/L)	Total Cad-mium (µg/L)	Total Chro-mium (µg/L)	Total Lead (µg/L)
	GCTLs		1**	40**	30**	20**	NA	20	0.02**	3**	10**	5**	100**	15**
	NADCs		100	400	300	200	NA	200	2	300	100	50	1,000	150
MW-3R	11/9/2017	13.00	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
	2/21/2018	12.47	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	8/10/2018	9.80	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	11/29/2018	12.72	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
MW-4	1/25/2011	14.82	0.88 U	0.44 U	0.43 U	1.3 U	1.3 U	0.20 U						
	10/6/2011	14.60	0.32 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	7/11/2012	9.85	0.40 I	0.35 U	0.34 U	1.1 U	0.4	0.27 U						
	8/15/2013	11.30	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	1/31/2014	12.86	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	6/5/2014	10.75	0.16 U	0.66 I	0.42 I	0.94 I	2.02	0.10 U						
	8/20/2014	11.30	0.62 U	0.60 U	0.53 U	1.8 U	3.55	0.59 U						
	12/19/2014	11.30	0.16 U	0.17 U	0.17 U	0.56 U	1.06	0.10 U						
	4/21/2015	11.50	0.16 U	0.17 U	0.18 I	0.68 I	0.86	0.10 U						
	8/5/2015	10.23	0.62 U	0.60 U	0.53 U	1.8 U	1.8 U	0.59 U						
	4/1/2016	11.55	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	7/19/2016	13.31	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	10/4/2016	12.25	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	2/13/2017	15.23	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U						
	4/28/2017	16.60	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
MW-4R	11/9/2017	12.16	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
	2/21/2018	12.83	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	8/10/2018	9.97	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	11/29/2018	12.91	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
MW-5	1/25/2011	14.95	0.86 U	0.70 I	0.43 U	1.8 I	2.5 I	0.20 U						
	10/6/2011	14.70	0.32 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
MW-6	10/6/2011	11.44	0.32 U	0.35 I	0.34 U	1.1 U	0.35	0.28 I						
MW-6R	11/29/2018	11.55	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
MW-7	10/6/2011	14.70	0.32 U	0.40 I	0.34 U	1.1 U	0.4	0.50 I						
	7/11/2012	9.94	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	8/15/2013	11.39	0.34 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						
	1/31/2014	12.94	0.34 U	0.35 U	0.34 U	2.1 I	2.1	0.27 U						
	6/5/2014	10.90	0.16 U	0.17 U	0.17 U	0.76 I	0.76	0.10 U						
	8/20/2014	11.30	0.62 U	0.60 U	0.53 U	1.8 U	3.55	0.59 U						
	12/19/2014	11.45	0.16 U	0.17 U	0.17 U	0.56 U	1.06	0.10 U						
	4/21/2015	11.58	0.16 U	0.17 U	0.17 U	0.56 U	0.56 U	0.10 U						
	8/5/2015	10.29	0.62 U	0.60 U	0.53 U	1.8 U	1.8 U	0.59 U						
	4/1/2016	11.63	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	7/19/2016	13.40	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	10/4/2016	12.34	0.49 U	0.43 U	0.38 U	1.2 U	1.2 U	0.38 U						
	2/13/2017	15.31	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U						
	4/28/2017	16.67	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
MW-7R	11/9/2017	10.80	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
	2/21/2018	11.61	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	8/10/2018	8.96	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	11/29/2018	11.81	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
MW-8	11/9/2017	10.71	0.52 U	0.41 U	0.34 U	1.4 U	1.4 U	0.49 U	0.66 U	0.90 U				
	2/21/2018	10.60	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	8/10/2018	8.97	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				
	11/29/2018	11.82	0.22 U	0.20 U	0.21 U	0.70 U	0.70 U	0.31 U	0.44 U	0.29 U				

TABLE 2a: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY

Facility ID#: 60/9600132 **Facility Name: SUMTER COUNTY ROAD DEPARTMENT** **See notes at end of table.**

Sample Location	Sample Date	DTW (ft)	Benzene (µg/L)	Toluene (µg/L)	Ethyl-benzene (µg/L)	Total Xylenes (µg/L)	Total VOAs (µg/L)	MTBE (µg/L)	EDB (µg/L)	1,2-Di-chloro-ethane (µg/L)	Total Arsenic (µg/L)	Total Cad-mium (µg/L)	Total Chro-mium (µg/L)	Total Lead (µg/L)
GCTLs			1**	40**	30**	20**	NA	20	0.02**	3**	10**	5**	100**	15**
NADCs			100	400	300	200	NA	200	2	300	100	50	1,000	150
DW-1	1/25/2011	15.88	0.88 U	0.44 U	0.43 U	1.3 U	1.3 U	0.20 U						
DW-2	10/6/2011	14.95	0.32 U	0.35 U	0.34 U	1.1 U	1.1 U	0.27 U						

Notes: NA = Not Available.

NS = Not Sampled

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

µg/L = micrograms per liter

TABLE 2b: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - PAHs and TRPHs

Facility ID#: 60/9600132 **Facility Name: SUMTER COUNTY ROAD DEPARTMENT**

See notes at end of table

Location	Date	TRPHs (µg/L)	Naph-thalene (µg/L)	1-Methyl-naph-thalene (µg/L)	2-Methyl-naph-thalene (µg/L)	Acen-aph-thene (µg/L)	Acen-aph-thylene (µg/L)	Anthra-cene (µg/L)	Benzo (g,h,i) pery-lene (µg/L)	Fluoran-thene (µg/L)	Fluor-ene (µg/L)	Phenan-threne (µg/L)	Pyrene (µg/L)	Benzo (a) pyrene (µg/L)	Benzo (a) anthra-cene (µg/L)	Benzo (b) fluoran-thene (µg/L)	Benzo (k) fluoran-thene (µg/L)	Chry-sene (µg/L)	Dibenz (a,h) anthra-cene (µg/L)	Indeno (1,2,3-cd) pyrene (µg/L)
GCTLs		5,000	14	28	28	20	210	2,100	210	280	280	210	210	0.2*	0.05*	0.05*	0.5	4.8	0.005*	0.05*
NADCs		50,000	140	280	280	200	2,100	21,000	2,100	2,800	2,800	2,100	2,100	20	5	5	50	480	0.5	5
MW-1	1/25/2011	41000	130	16	30	0.38 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
	1/25/11 DUP	45000	120	34	63	0.36 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
	10/6/2011	23000	340	34	56	0.36 U	0.56 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	7/11/2012	31000	390	62	96	0.56 U	0.77 I	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	8/15/2013	NS	510	77	81	0.56 U	0.59 I	0.51 U	0.51 U	0.51 U	0.44 U	0.57 I	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	8/20/2014	15000	25	15	8.0	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	12/19/2014	1500	23	12	14	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/21/2015	NS	3.3	3.2	4.7	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	8/5/2015	69 I	3.0	1.3 I	0.90 I	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/1/2016	240 I	1.1 I	0.50 I	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	7/19/2016	1100	1.6 I	1.2 I	0.25 I	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	10/4/2016	480 I	3.4	2.0 I	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	2/13/2017	3800	10	21	19	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.17 I	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	4/28/2017	3200	15	18	13	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 I	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
MW-1R	11/9/2017	780	16	4.7	5.7	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	1/12/2018		0.58 U																	
	2/21/2018	910	15	4.4	5.4	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	8/10/2018	120 U	2.3	0.77 I	0.86 I	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	11/29/2018	120 U	7.2	2.8	3.1	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
MW-2	1/25/2011	NS	0.47 U	0.82 U	0.50 U	0.42 U	0.69 U	0.72 U	0.65 U	0.63 U	0.64 U	0.60 U	0.69 U	0.072 U	0.091 U	0.091 U	0.090 U	0.53 U	0.099 U	0.11 U
MW-3	1/25/2011	NS	0.43 U	0.75 U	0.45 U	0.38 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
	5/15/2013	NS	0.60 U	0.62 U	0.60 U	0.56 U	0.38 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	12/19/2014	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/21/2015	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/28/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
MW-3R	11/9/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	2/21/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	8/10/2018	170 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	11/29/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
MW-4	1/25/2011	NS	0.43 U	0.75 U	0.45 U	0.38 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
	7/11/2012	64 U	0.60 U	0.62 U	0.60 U	0.56 U	0.38 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	8/15/2013	NS	0.60 U	0.62 U	0.60 U	0.56 U	0.38 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	12/19/2014	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/21/2015	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/28/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
MW-4R	11/9/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	2/21/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	8/10/2018	170 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	11/29/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
MW-5	1/25/2011	NS	0.43 U	0.75 U	0.45 U	0.38 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
MW-6	10/6/2011	70 U	0.60 U	0.62 U	0.60 U	0.38 U	0.56 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
MW-6R	10/6/2011	70 U	0.60 U	0.62 U	0.60 U	0.38 U	0.56 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	11/29/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U

TABLE 2b: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - PAHs and TRPHs

Facility ID#: 60/9600132 **Facility Name: SUMTER COUNTY ROAD DEPARTMENT**

See notes at end of table.

Sample Location	Sample Date	TRPHs (µg/L)	Naph-thalene (µg/L)	1-Methyl-naph-thalene (µg/L)	2-Methyl-naph-thalene (µg/L)	Acen-aph-thene (µg/L)	Acen-aph-thylene (µg/L)	Anthra-cene (µg/L)	Benzo (g,h,i) pery-lene (µg/L)	Fluoran-thene (µg/L)	Fluor-ene (µg/L)	Phenan-threna (µg/L)	Pyrene (µg/L)	Benzo (a) pyrene (µg/L)	Benzo (a) anthra-cene (µg/L)	Benzo (b) fluoran-thene (µg/L)	Benzo (k) fluoran-thene (µg/L)	Chry-sene (µg/L)	Dibenz (a,h) anthra-cene (µg/L)	Indeno (1,2,3-cd) pyrene (µg/L)
MW-7	10/6/2011	850	0.60 U	0.62 U	0.60 U	0.38 U	0.56 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	7/11/2012	64 U	0.60 U	0.62 U	0.60 U	0.56 U	0.38 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	8/15/2013	NS	0.60 U	0.62 U	0.60 U	0.56 U	0.38 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U
	12/19/2014	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/21/2015	NS	0.64 U	0.77 U	0.62 U	0.65 U	0.66 U	0.53 U	0.97 U	0.91 U	0.83 U	0.85 U	0.87 U	0.040 U	0.068 U	0.048 U	0.057 U	0.72 U	0.099 U	0.060 U
	4/28/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
MW-7R	11/9/2017	76 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	2/21/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	8/10/2018	130 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	11/29/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
MW-8	11/9/2017	91 U	0.13 U	0.21 U	0.21 U	0.26 U	0.19 U	0.19 U	0.34 U	0.17 U	0.16 U	0.26 U	0.18 U	0.090 U	0.10 U	0.088 U	0.083 U	0.21 U	0.057 U	0.047 U
	2/21/2018	140 I	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	8/10/2018	170 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
	11/29/2018	120 U	0.42 U	0.50 U	0.41 U	0.30 U	0.44 U	0.24 U	0.24 U	0.33 U	0.26 U	0.36 U	0.29 U	0.10 U	0.090 U	0.084 U	0.11 U	0.21 U	0.072 U	0.051 U
DW-1	1/25/2011	NS	0.43 U	0.75 U	0.45 U	0.38 U	0.63 U	0.65 U	0.59 U	0.57 U	0.58 U	0.55 U	0.63 U	0.065 U	0.083 U	0.083 U	0.082 U	0.48 U	0.090 U	0.10 U
DW-2	10/6/2011	64 U	0.60 U	0.62 U	0.60 U	0.38 U	0.56 U	0.51 U	0.51 U	0.51 U	0.44 U	0.45 U	0.51 U	0.076 U	0.15 U	0.036 U	0.066 U	0.49 U	0.041 U	0.046 U

Notes: NA = Not Available

NS = Not Sampled

GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.

NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.

** = As provided in Chapter 62-550, F.A.C.

* = See the October 12, 2004 "Guidance for the Selection of Analytical Methods and for the Evaluation of Practical Quantitation Limits" to determine how to evaluate data when the CTL is lower than the PQL

µg/L = micrograms per liter

TABLE 2c: GROUNDWATER MONITORING WELL ANALYTICAL SUMMARY - ^Other Contaminants not listed in Chapter 62-770, F.A.C.

Facility ID#: 60/9600132 Facility Name: SUMTER COUNTY ROAD DEPARTMENT

See notes at end of table.

Sample Location	Sample Date	1,2,4-Tri-methyl-benzene (µg/L)	1,3,5-Tri-methyl-benzene (µg/L)	tert-Butyl alcohol (µg/L)	ETBE (µg/L)	TAME (µg/L)	DIPE (µg/L)	Ethanol (µg/L)	Cumene (Isopropyl benzene) (µg/L)	Acetone (µg/L)	Methylene Chloride (µg/L)	n-Propylbenzene (µg/L)
GCTLs		10	10	1,400	1,000	500	1,000	10,000	0.8	6,300	2.7	-
NADCs		100	100	14,000	10,000	5,000	10,000	100,000	8	63,000	270	-
MW-1	10/6/2011	**1500**	80 U	NS	NS	NS	NS	NS	**210 I**			
	8/20/2014	**300**	**210**	NS	NS	NS	NS	NS	**2.8 I**	64 I	**7.4 IV**	10
	8/5/2015	**19**	7.8	NS	NS	NS	NS	NS	0.51 U	9.8 U	1.3 U	0.57 U
	4/1/2016	8.4	0.53 U	NS	NS	NS	NS	NS	0.50 U	6.2 U	1.1 U	0.52 U
	7/19/2016	0.82 U	0.53 U						**1.4**			
	10/4/2016	4.5	0.53 U						**1.6**			
	2/13/2017	**34**	0.53 U						**9.1**			
	4/28/2017	0.82 U	0.53 U						**36**			
MW-1R	11/9/2017	1.6 U	1.1 U						**3.3**			
	1/12/2018	0.82 U	0.53 U						0.50 U			
	2/21/2018	0.24 U	0.14 U						**4.5**			
	8/10/2018	0.24 U	0.14 U						0.60 I			
	11/29/2018	0.24 U	0.14 U						**1.8**			
MW-3	4/28/2017	0.82 U	0.53 U						0.50 U			
MW-3R	11/9/2017	0.82 U	0.53 U						0.50 U			
	2/21/2018	0.24 U	0.14 U						0.26 U			
	8/10/2018	0.24 U	0.14 U						0.26 U			
	11/29/2018	0.24 U	0.14 U						0.26 U			
MW-4	4/28/2017	0.82 U	0.53 U						0.50 U			
MW-4R	11/9/2017	0.82 U	0.53 U						0.50 U			
	2/21/2018	0.24 U	0.14 U						0.26 U			
	8/10/2018	0.24 U	0.14 U						0.26 U			
	11/29/2018	0.24 U	0.14 U						0.26 U			
MW-6R	11/29/2018	0.24 U	0.14 U						0.26 U			
MW-7	4/28/2017	0.82 U	0.53 U						0.50 U			
MW-7R	11/9/2017	0.82 U	0.53 U						0.50 U			
	2/21/2018	0.24 U	0.14 U						0.26 U			
	8/10/2018	0.24 U	0.14 U						0.26 U			
	11/29/2018	0.24 U	0.14 U						0.26 U			
MW-8	11/9/2017	0.82 U	0.53 U						0.50 U			
	2/21/2018	0.24 U	0.14 U						0.26 U			
	8/10/2018	0.24 U	0.14 U						0.26 U			
	11/29/2018	0.24 U	0.14 U						0.26 U			

Notes:
NA = Not Available.
NS = Not Sampled.
GCTLs = Groundwater Cleanup Target Levels specified in Table I of Chapter 62-777, F.A.C.
NADCs = Natural Attenuation Default Source Concentrations specified in Table V of Chapter 62-777, F.A.C.
^ = These chemicals may be present in petroleum fuels but are not currently included in Table A of Chapter 62-770, F.A.C. (list of Petroleum Products' Contaminants of Concern), and therefore it is not required by rule that samples be analyzed for these chemicals. Summary columns have been provided for the circumstances in which these chemicals and others reported by the laboratory are detected, to comply with subparagraph 62-770.800(8)(a)25., F.A.C.
µg/L = micrograms per liter

APPENDIX A

FIELD NOTES,
GROUNDWATER SAMPLING LOGS &
FIELD EQUIPMENT CALIBRATION FORMS

Sumter County Rd Dept. 11/29/18

25755-07

7:00 AET HP Arrived at Lakeland office to load up equipment

8:00 AET HP ~~left~~ to site in a AET White F-150 2018

9:00 AET HP Arrived on site Current 1% 48°F Partly Cloudy

9:10 AET check in with office.

9:56 Purge Init. at MW-8 and was sample at 10:14

10:49 Purge Init. at MW-1R and was sample at 11:08

11:43 Purge Init. at MW-7R and was sample at 11:59

12:28 Purge Init. at MW-4R and was sample at 12:51

1:17 Purge Init. at MW-6R and was sample at 1:40

2:10 Purge Init. at MW-3R and was sample at 2:33

2:44 AET HP complete scope of work and begin cal. check and cleanup.

3:00 AET HP complete cleanup and off site work to office.

5:30 AET HP Arrived at office

End of day

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County	SITE LOCATION: Bushnell, FL
WELL NO: MW-1R	SAMPLE ID: MW-1R	DATE: 11/29/11

PURGING DATA

WELL DIAMETER (inches): 1.5	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 11.72	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 11.72 feet) X 0.06 gallons/foot = 0.5 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 13	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 13	PURGING INITIATED AT: 10:49	PURGING ENDED AT: 11:07	TOTAL VOLUME PURGED (gallons): 0.7

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
11:01	0.5	0.5	0.04	12.68	5.21	19.40	569	0.23	1.06	Clear	None
11:04	0.1	0.6	0.04	12.68	5.24	19.39	573	0.20	1.10		
11:07	0.1	0.7	0.04	12.68	5.21	19.39	575	0.18	0.78		

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: Hydro Con / AET	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 11:08	SAMPLING ENDED AT: 11:31
PUMP OR TUBING DEPTH IN WELL (feet): 13	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE: X µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N) (replaced)	DUPLICATE: Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-1R	3	CG	40ml	HCL + Ice	—	—	8260 VOA	APP	100
	1	AG	1L	H2SO4 + Ice	—	—	FL-PRO		400
	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County	SITE LOCATION: Bushnell, FL
WELL NO: MW-3R	SAMPLE ID: MW-3R	DATE: 11/29/18

PURGING DATA

WELL DIAMETER (inches): 2"	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 12.72	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 12.72 feet) X 0.16 gallons/foot = 1.2 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 13.5	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 16	PURGING INITIATED AT: 2:10	PURGING ENDED AT: 2:32	TOTAL VOLUME PURGED (gallons): 1.6

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
2:26	1.2	1.2	0.07	15.35	4.67	19.29	607	0.63	3.39	clear	none
2:29	0.2	1.4	0.07	15.35	4.69	19.24	609	0.69	6.30		
2:32	0.2	1.6	0.07	15.35	4.76	19.26	608	0.64	6.11		

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: HPOPOCA / AET	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 2:33	SAMPLING ENDED AT: 2:42
PUMP OR TUBING DEPTH IN WELL (feet): 16	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE: X µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N) (replaced)	DUPLICATE: Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-3R	3	CG	40mL	HCL + Ice	—	—	8260 VOA	APP	100
MW-3R	1	AG	1L	H2SO4 + Ice	—	—	FL-PRO		400
MW-3R	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County	SITE LOCATION: Bushnell, Fl
WELL NO: MW-4R	SAMPLE ID: MW-4R	DATE: 11/29/18

PURGING DATA

WELL DIAMETER (inches): 2"	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 12.91	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 12.91 feet) X 0.16 gallons/foot = 1.1 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 14	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 14	PURGING INITIATED AT: 12:26	PURGING ENDED AT: 12:50	TOTAL VOLUME PURGED (gallons): 1.5

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
12:44	1.1	1.1	0.06	13.79	4.04	18.82	382	2.52	7.66	~~Clear~~ Cloudy	None
12:47	0.2	1.3	0.06	13.79	4.05	18.94	382	2.57	10.5		
12:50	0.2	1.5	0.06	13.79	4.05	18.87	384	2.50	13.0		

WELL CAPACITY (Gallons Per Foot): **0.75"** = 0.02; **1"** = 0.04; **1.25"** = 0.06; **2"** = 0.16; **3"** = 0.37; **4"** = 0.65; **5"** = 1.02; **6"** = 1.47; **12"** = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): **1/8"** = 0.0006; **3/16"** = 0.0014; **1/4"** = 0.0026; **5/16"** = 0.004; **3/8"** = 0.006; **1/2"** = 0.010; **5/8"** = 0.016

PURGING EQUIPMENT CODES: **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **PP** = Peristaltic Pump; **O** = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: HPOPOCO / AET	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 12:51	SAMPLING ENDED AT: 1:03
PUMP OR TUBING DEPTH IN WELL (feet): 14	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE: X µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N) (replaced)	DUPLICATE: Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-4R	3	CG	40ml	HCL+Ice	—	—	8260 VOA	APP	100
	1	AG	1L	H2SO4+Ice	—	—	FL-PRO		400
	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: **AG** = Amber Glass; **CG** = Clear Glass; **PE** = Polyethylene; **PP** = Polypropylene; **S** = Silicone; **T** = Teflon; **O** = Other (Specify)

SAMPLING EQUIPMENT CODES: **APP** = After Peristaltic Pump; **B** = Bailer; **BP** = Bladder Pump; **ESP** = Electric Submersible Pump; **RFPP** = Reverse Flow Peristaltic Pump; **SM** = Straw Method (Tubing Gravity Drain); **O** = Other (Specify)

NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County	SITE LOCATION: Bushnell, Fl
WELL NO: MW-6R	SAMPLE ID: MW-6R	DATE: 11/29/18

PURGING DATA

WELL DIAMETER (inches): 2"	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 11.55	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 11.55 feet) X 0.16 gallons/foot = 1.3 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 12.5	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 12.5	PURGING INITIATED AT: 1:17	PURGING ENDED AT: 1:39	TOTAL VOLUME PURGED (gallons): 1.7

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or µS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
1:33	1.3	1.3	0.08	11.58	5.58	20.87	239	2.43	1.30	clear	none
1:36	0.2	1.5	0.08	11.58	5.59	20.90	245	2.42	1.15		
1:39	0.2	1.7	0.08	11.58	5.59	20.94	236	2.45	1.05		

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: Hippolea / AET	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 1:40	SAMPLING ENDED AT: 1:49
PUMP OR TUBING DEPTH IN WELL (feet): 12.5	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE: X µm
FIELD DECONTAMINATION: PUMP Y (N)	TUBING Y (N) (replaced)	DUPLICATE: Y (N)	

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-6R	3	CG	40mL	HCL + Ice	—	—	8260 VOA	APP	100
	1	AG	1L	H2SO4 + Ice	—	—	FI-PO		400
	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County	SITE LOCATION: Bushnell, Fl
WELL NO: MW-7R	SAMPLE ID: MW-7R	DATE: 11/29/18

PURGING DATA

WELL DIAMETER (inches): 1.5	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 11.81	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 11.81 feet) X 0.06 gallons/foot = 0.5 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 13	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 13	PURGING INITIATED AT: 11:43	PURGING ENDED AT: 11:58	TOTAL VOLUME PURGED (gallons): 0.9

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
11:52	0.5	0.5	0.05	11.95	4.93	18.82	1454	2.74	0.15	clear	none
11:55	0.2	0.7	0.05	11.95	4.93	18.80	1450	2.58	0.15		
11:58	0.2	0.9	0.05	11.95	4.94	18.80	1458	2.54	0.15		

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: HPDOLCE / AET	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 11:59	SAMPLING ENDED AT: 12:14

PUMP OR TUBING DEPTH IN WELL (feet): 13 | TUBING MATERIAL CODE: HDPE | FIELD-FILTERED: Y (N) Filtration Equipment Type: | FILTER SIZE: X µm

FIELD DECONTAMINATION: PUMP Y (N) TUBING Y (N) (replaced) DUPLICATE: Y (N)

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-7R	3	CG	40mL	HCl + Ice	—	—	8260 VOA	APP	100
	1	AG	1L	H2SO4 + Ice	—	—	EI-PFO		400
	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Form FD 9000-24

GROUNDWATER SAMPLING LOG

SITE NAME: Sumter County Dept	SITE LOCATION: Bushnell, Fl
WELL NO: MW-8	SAMPLE ID: MW-8	DATE: 11/20/15

PURGING DATA

WELL DIAMETER (inches): 1.5	TUBING DIAMETER (inches): 3/16	WELL SCREEN INTERVAL DEPTH: 10 feet to 20 feet	STATIC DEPTH TO WATER (feet): 11.82	PURGE PUMP TYPE OR BAILER: PP

WELL VOLUME PURGE: 1 WELL VOLUME = (TOTAL WELL DEPTH – STATIC DEPTH TO WATER) X WELL CAPACITY
(only fill out if applicable)
= (20 feet – 11.82 feet) X 0.06 gallons/foot = 0.5 gallons

EQUIPMENT VOLUME PURGE: 1 EQUIPMENT VOL. = PUMP VOLUME + (TUBING CAPACITY X TUBING LENGTH) + FLOW CELL VOLUME
(only fill out if applicable)
= gallons + (gallons/foot X feet) + gallons = gallons

INITIAL PUMP OR TUBING DEPTH IN WELL (feet): 13	FINAL PUMP OR TUBING DEPTH IN WELL (feet): 15	PURGING INITIATED AT: 9:58	PURGING ENDED AT: 10:17	TOTAL VOLUME PURGED (gallons): 0.7

TIME	VOLUME PURGED (gallons)	CUMUL. VOLUME PURGED (gallons)	PURGE RATE (gpm)	DEPTH TO WATER (feet)	pH (standard units)	TEMP. (°C)	COND. (circle units) µmhos/cm or mS/cm	DISSOLVED OXYGEN (circle units) mg/L or % saturation	TURBIDITY (NTUs)	COLOR (describe)	ODOR (describe)
10:11	0.5	0.5	0.03	14.65	4.81	19.11	307	0.35	0.63	clear	None
10:14	0.1	0.6	0.03	14.65	4.79	19.09	305	0.37	0.61		
10:17	0.1	0.7	0.03	14.65	4.76	19.10	302	0.32	0.53		

WELL CAPACITY (Gallons Per Foot): 0.75" = 0.02; 1" = 0.04; 1.25" = 0.06; 2" = 0.16; 3" = 0.37; 4" = 0.65; 5" = 1.02; 6" = 1.47; 12" = 5.88
TUBING INSIDE DIA. CAPACITY (Gal./Ft.): 1/8" = 0.0006; 3/16" = 0.0014; 1/4" = 0.0026; 5/16" = 0.004; 3/8" = 0.006; 1/2" = 0.010; 5/8" = 0.016

PURGING EQUIPMENT CODES: B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; PP = Peristaltic Pump; O = Other (Specify)

SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION: Hydro Act	SAMPLER(S) SIGNATURE(S):	SAMPLING INITIATED AT: 10:18	SAMPLING ENDED AT: 10:39
PUMP OR TUBING DEPTH IN WELL (feet): 15	TUBING MATERIAL CODE: HDPE	FIELD-FILTERED: Y (N) Filtration Equipment Type:	FILTER SIZE: X µm

FIELD DECONTAMINATION: PUMP Y (N) TUBING Y (N replaced) DUPLICATE: Y (N)

SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
MW-8	3	CG	40mL	HCL + Ice	—	—	8260 (VOA)	APP	100
	1	AG	1L	H2SO4 + Ice	—	—	EL-PAO		400
	1	AG	1L	Ice	—	—	8270		400

REMARKS:

MATERIAL CODES: AG = Amber Glass; CG = Clear Glass; PE = Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)

SAMPLING EQUIPMENT CODES: APP = After Peristaltic Pump; B = Bailer; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)

NOTES: 1. **The above do not constitute all of the information required by Chapter 62-160, F.A.C.**
2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

pH: ± 0.2 units **Temperature:** ± 0.2 °C **Specific Conductance:** ± 5% **Dissolved Oxygen:** all readings ≤ 20% saturation (see Table FS 2200-2); optionally, ± 0.2 mg/L or ± 10% (whichever is greater) **Turbidity:** all readings ≤ 20 NTU; optionally ± 5 NTU or ± 10% (whichever is greater)

Revision Date: February 12, 2009

Bubble "X" this box if there is qualified data on this page

Form FD9000-8 **CALIBRATION LOG (FDEP SOP FT 1000-FT 1500, FD 1000-FD 4000)** 11-10-05

Project/Site: Sumter County 25755.07 Date: 11/29/19 Meter # 13D101143

Temperature (Quarterly) *For Date of Last Temperature Verification see* _____ *in log book* _____

Dissolved Oxygen	DEP SOP FT 1500	Initials	Date	Time	Probe Charge	Probe Gain	mg/L	Temp °C	% DO	Saturation mg/L (from chart)	Pass or Fail
									Acceptance Criteria: +/-0.3mg/l		
CAL ICV CCV		HP	11/29	7:30			11.04	10.54	99.2		P F
CAL ICV CCV		HP	11/29	2:44			9.58	17.62	100.3	9.545	P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

Specific Conductance	DEP SOP FT 1200	Initials	Date	Time	Standard ~~µmhos/cm~~	Exp. Date	Lot #	Bottle #	Cell Constant	Reading µmhos/cm	Pass or Fail
									Acceptance Criteria: +/- 5%		
CAL ICV CCV		HP	11/29	7:30	1413	2/2019	SGB900			1425	P F
CAL ICV CCV		HP	11/29	2:44	1413	"	"			1414	P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

pH	DEP SOP FT 1100	Initials	Date	Time	Standard SU	Exp. Date	Lot #	Bottle #	Slope	Reading SU	Pass or Fail
									Acceptance Criteria: +/- 0.2 SU		
CAL ICV CCV		HP	11/29	7:30	4	6/2020	SGF041	1		3.99	P F
CAL ICV CCV		HP	11/29	7:30	10	5/2020	SGE796	1		9.90	P F
CAL ICV CCV		HP	11/29	2:44	4	6/2020	SGF041	1		3.82	P F
CAL ICV CCV		HP	11/29	2:44	10	5/2020	SGE796	1		9.81	P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F
CAL ICV CCV											P F

Maintenance: Weekly pH Slope: _____ Specific Conductance Probe Cleaned? Yes No Dissolved Oxygen Membrane Changed: Yes No

Notes:

Form FD 9000-8: FIELD INSTRUMENT CALIBRATION RECORDS

INSTRUMENT (MAKE/MODEL#) Hach **INSTRUMENT #** 15050C041229

PARAMETER: *[check only one]*

☐ TEMPERATURE ☐ CONDUCTIVITY ☐ SALINITY ☐ pH ☐ ORP

☒ TURBIDITY ☐ RESIDUAL Cl ☐ DO ☐ OTHER _____

STANDARDS: *[Specify the type(s) of standards used for calibration, the origin of the standards, the standard values, and the date the standards were prepared or purchased]*

Standard A 10 NTU EXP: NOV-19

Standard B 100 NTU EXP: JAN-20

Standard C _____

DATE (yy/mm/dd)	TIME (hr:min)	STD (A, B, C)	STD VALUE	INSTRUMENT RESPONSE	% DEV	CALIBRATED (YES, NO)	TYPE (INFF, CONT)	SAMPLER INITIALS
11/29	9:25	A	10	10.1		NO	cont	HP
11/29	9:25	B	100	102		NO	cont	HP
11/29	2:20	A	10	10.0		NO	cont	HP
11/29	2:20	B	100	101		NO	cont	HP

APPENDIX B

LABORATORY REPORT &
CHAIN OF CUSTODY RECORD

FINAL
ANALYTICAL REPORT

ETL PROJECT ID: 18-4063 **12/7/2018 - Revision 0**

ANDRES SANCHEZ
ADVANCED ENVIRONMENTAL TECHNOLOGIES
4265 NEW TAMPA HIGHWAY
LAKELAND, FL 33815
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CLIENT PROJECT NAME: SUMTER CNTY OPERATIONS DEPT
CLIENT PROJECT ID: 25755.07
FACILITY ID: 60/9600132

Enclosed are the analytical results for sample(s) received by Environmental Testing Laboratories on November 30, 2018. Results reported herein are reported on an as received basis and conform to current NELAC standards, where applicable, unless otherwise narrated in the body of the report.

Sample analyses performed by Environmental Testing Laboratories, Inc. (ETL) unless otherwise noted. ETL is accredited through NELAC and the Florida Department of Health, Certification #E87684. Scope of analyses: RCRA/CERCLA Metals, General Chemistry, Extractable Organics, and Volatile Organics. Effective Dates: February 14, 2002 through June 30, 2019.

This report shall not be reproduced, except in full, without the written consent of Environmental Testing Laboratories, Inc. This report has been signed and authorized by the signatory using an electronic signature and is intended to be the legally binding equivalent of a traditionally handwritten signature.

Authorized for release by:

Brad Williams

Digitally signed by Brad Williams
DN: cn=Brad Williams, o=Environmental Testing Laboratories, Inc., ou, email=bwilliams@etl-inc.com, c=US
Date: 2018.12.07 14:35:13 -05'00'

ENVIRONMENTAL TESTING LABORATORIES INC

412 W. Walcott Street | Thomasville, GA 31792 | Phone: (229)-228-2592 | Fax: (229)-228-2594

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Laboratory Qualifiers

!	Data deviate from historically established concentration ranges.
#	Surrogate compound inadvertently omitted.
$	Due to dilution, surrogate compound was not detected.
*****	Not reported due to interference
?	Data are rejected as should not be used.
A	Value reported is the arithmetic mean (average) of two or more determinations.
B	Results based upon colony counts outside the acceptable range.
D	Measurement made in the field.
E	Extra samples were taken at composite stations.
F	When reporting species, F indicates the female sex.
H	Value based on fied kit determination; results may not be accurate.
I	The reported value is between the laboratory method detection limit and the laboratory practical
J	Estimated value.
K	Off-scale low. Actual value is known to be less than the value given.
L	Off-scale high. Actual value is known to be greater than the value given.
M	Presence of material is verified but not quantified; the actual value is less than the value given.
N	Presumptive evidence of presence of material.
O	Sampled, but analysis lost or not performed.
Q	Sample held beyond the accepted holding time.
R	Significant rain in the past 48 hours.
S1	Surrogate recovery reported is outside of laboratory established QA/QC Limits
S2	Analyte recovery reported is outside of laboratory established QA/QC Limits
S3	Analyte precision reported is outside of laboratory established QA/QC Limits
T	Value reported is less than the laboratory method detection limit.
U	Compound was analyzed for but not detected.
V	Indicates that the analyte was detected in both the sample and the associated method blank.
Y	Laboratory analysis was from an improperly preserved sample. Data may not be accurate.
Z	Too many colonies were present; numeric value represents the filtration volume.

Project Narrative

#E87684

Environmental Testing Laboratories, Inc. is accredited through NELAC and the Florida Department of Health.

Solid samples are reported on a dry weight basis unless otherwise noted.

Please refer to Section 4.0 of the ETL Quality Assurance Manual for a measure of uncertainty.

All analyses are performed using EPA or FL-DEP methods and certified to meet NELAC requirements, except where noted.

Analytical Method Summary

E87684 **Environmental Testing Laboratories Inc.**
412 W. Walcott Street, Thomasville, GA 31792
(229) 228-2592

GC/MS (EPA 8260)	SW-846 Final Update III
Semivolatiles low level for PAH only (EPA 8270/PAH Low Level)	
GC/FID (FDEP FL-PRO)	Florida Department of Environmental Protection

Sample Summary

Laboratory Sample ID	Client Sample ID	Matrix	End Date / Time Sampled		Grab / Composite	Percent Moisture
238312	MW-8	AQUEOUS-Groundwater	11/29/2018	10:18	G	
238313	MW-1R	AQUEOUS-Groundwater	11/29/2018	11:08	G	
238314	MW-7R	AQUEOUS-Groundwater	11/29/2018	11:59	G	
238315	MW-4R	AQUEOUS-Groundwater	11/29/2018	12:51	G	
238316	MW-6R	AQUEOUS-Groundwater	11/29/2018	13:40	G	
238317	MW-3R	AQUEOUS-Groundwater	11/29/2018	14:33	G	

Executive Summary

Analyte	Analytical Method	Result	Units	Qualifiers	Result Comments
MW-8 (238312)					
Chloromethane	EPA 8260	1.8	ug/L	I	
MW-1R (238313)					
Benzene	EPA 8260	50	ug/L		
n-Butylbenzene	EPA 8260	0.64	ug/L	I	
sec-Butylbenzene	EPA 8260	0.34	ug/L	I	
Isopropylbenzene	EPA 8260	1.8	ug/L		
Methyl-t-butyl ether	EPA 8260	0.74	ug/L	I	
Naphthalene	EPA 8260	17	ug/L		
Xylenes- Total	EPA 8260	33	ug/L		
1-Methylnaphthalene	EPA 8270/PAH Low Level	2.8	ug/L		
2-Methylnaphthalene	EPA 8270/PAH Low Level	3.1	ug/L		
Naphthalene	EPA 8270/PAH Low Level	7.2	ug/L		

Analytical Data

Client Sample ID: MW-8
Sample Location:
Date Collected: 11/29/2018 10:18 AM

Laboratory Sample ID: 238312
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:11:00 PM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 10:11:00 PM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/5/2018 10:11:00 PM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/5/2018 10:11:00 PM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 10:11:00 PM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/5/2018 10:11:00 PM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 10:11:00 PM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/5/2018 10:11:00 PM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/5/2018 10:11:00 PM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/5/2018 10:11:00 PM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/5/2018 10:11:00 PM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/5/2018 10:11:00 PM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/5/2018 10:11:00 PM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/5/2018 10:11:00 PM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 10:11:00 PM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/5/2018 10:11:00 PM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:11:00 PM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/5/2018 10:11:00 PM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:11:00 PM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/5/2018 10:11:00 PM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 10:11:00 PM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:11:00 PM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/5/2018 10:11:00 PM
Benzene	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:11:00 PM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/5/2018 10:11:00 PM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/5/2018 10:11:00 PM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/5/2018 10:11:00 PM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/5/2018 10:11:00 PM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/5/2018 10:11:00 PM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/5/2018 10:11:00 PM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 10:11:00 PM
Chloromethane	1.0	**1.8**	I	ug/L	0.53	5.0	12/5/2018 10:11:00 PM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 10:11:00 PM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:11:00 PM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/5/2018 10:11:00 PM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:11:00 PM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:11:00 PM
Isopropylbenzene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 10:11:00 PM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:11:00 PM
Methyl-t-butyl ether	1.0	0.31	U	ug/L	0.31	1.0	12/5/2018 10:11:00 PM
Naphthalene	1.0	0.37	U	ug/L	0.37	5.0	12/5/2018 10:11:00 PM
n-Butylbenzene	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 10:11:00 PM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:11:00 PM
sec-Butylbenzene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 10:11:00 PM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 10:11:00 PM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/5/2018 10:11:00 PM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/5/2018 10:11:00 PM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:11:00 PM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/5/2018 10:11:00 PM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:11:00 PM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/5/2018 10:11:00 PM
Xylenes- Total	1.0	0.70	U	ug/L	0.70	3.0	12/5/2018 10:11:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	94.8			75% - 117%	12/5/2018 10:11:00 PM
4-Bromofluorobenzene	1.0	102			68% - 118%	12/5/2018 10:11:00 PM
Dibromofluoromethane	1.0	98.3			75% - 113%	12/5/2018 10:11:00 PM
Toluene-d8	1.0	97.8			76% - 115%	12/5/2018 10:11:00 PM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	0.50	U	ug/L	0.50	2.0	12/5/2018 11:01:00 PM
2-Methylnaphthalene	1.0	0.41	U	ug/L	0.41	2.0	12/5/2018 11:01:00 PM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/5/2018 11:01:00 PM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/5/2018 11:01:00 PM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/5/2018 11:01:00 PM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/5/2018 11:01:00 PM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/5/2018 11:01:00 PM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/5/2018 11:01:00 PM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/5/2018 11:01:00 PM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/5/2018 11:01:00 PM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/5/2018 11:01:00 PM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/5/2018 11:01:00 PM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/5/2018 11:01:00 PM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/5/2018 11:01:00 PM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/5/2018 11:01:00 PM
Naphthalene	1.0	0.42	U	ug/L	0.42	2.0	12/5/2018 11:01:00 PM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/5/2018 11:01:00 PM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/5/2018 11:01:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	108			31% - 110%	12/5/2018 11:01:00 PM
Nitrobenzene-d5	1.0	65.0			24% - 100%	12/5/2018 11:01:00 PM
p-Terphenyl-d14	1.0	68.2			45% - 125%	12/5/2018 11:01:00 PM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/5/2018 10:08:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	129			42% - 193%	12/5/2018 10:08:00 PM
Ortho-terphenyl	1.0	103			82% - 142%	12/5/2018 10:08:00 PM

Analytical Data

Client Sample ID: MW-1R
Sample Location:
Date Collected: 11/29/2018 11:08 AM

Laboratory Sample ID: 238313
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:35:00 PM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 10:35:00 PM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/5/2018 10:35:00 PM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/5/2018 10:35:00 PM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 10:35:00 PM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/5/2018 10:35:00 PM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 10:35:00 PM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/5/2018 10:35:00 PM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/5/2018 10:35:00 PM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/5/2018 10:35:00 PM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/5/2018 10:35:00 PM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/5/2018 10:35:00 PM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/5/2018 10:35:00 PM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/5/2018 10:35:00 PM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 10:35:00 PM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/5/2018 10:35:00 PM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:35:00 PM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/5/2018 10:35:00 PM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:35:00 PM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/5/2018 10:35:00 PM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 10:35:00 PM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:35:00 PM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/5/2018 10:35:00 PM
Benzene	1.0	**50**		ug/L	0.22	1.0	12/5/2018 10:35:00 PM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/5/2018 10:35:00 PM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/5/2018 10:35:00 PM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/5/2018 10:35:00 PM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/5/2018 10:35:00 PM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/5/2018 10:35:00 PM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/5/2018 10:35:00 PM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 10:35:00 PM
Chloromethane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 10:35:00 PM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 10:35:00 PM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 10:35:00 PM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/5/2018 10:35:00 PM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:35:00 PM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:35:00 PM
Isopropylbenzene	1.0	**1.8**		ug/L	0.26	1.0	12/5/2018 10:35:00 PM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:35:00 PM
Methyl-t-butyl ether	1.0	**0.74**	I	ug/L	0.31	1.0	12/5/2018 10:35:00 PM
Naphthalene	1.0	**17**		ug/L	0.37	5.0	12/5/2018 10:35:00 PM
n-Butylbenzene	1.0	**0.64**	I	ug/L	0.17	1.0	12/5/2018 10:35:00 PM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 10:35:00 PM
sec-Butylbenzene	1.0	**0.34**	I	ug/L	0.28	1.0	12/5/2018 10:35:00 PM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 10:35:00 PM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/5/2018 10:35:00 PM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/5/2018 10:35:00 PM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 10:35:00 PM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/5/2018 10:35:00 PM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 10:35:00 PM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/5/2018 10:35:00 PM
Xylenes- Total	1.0	**33**		ug/L	0.70	3.0	12/5/2018 10:35:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	96.4			75% - 117%	12/5/2018 10:35:00 PM
4-Bromofluorobenzene	1.0	98.9			68% - 118%	12/5/2018 10:35:00 PM
Dibromofluoromethane	1.0	98.7			75% - 113%	12/5/2018 10:35:00 PM
Toluene-d8	1.0	98.5			76% - 115%	12/5/2018 10:35:00 PM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	**2.8**		ug/L	0.50	2.0	12/5/2018 11:37:00 PM
2-Methylnaphthalene	1.0	**3.1**		ug/L	0.41	2.0	12/5/2018 11:37:00 PM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/5/2018 11:37:00 PM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/5/2018 11:37:00 PM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/5/2018 11:37:00 PM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/5/2018 11:37:00 PM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/5/2018 11:37:00 PM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/5/2018 11:37:00 PM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/5/2018 11:37:00 PM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/5/2018 11:37:00 PM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/5/2018 11:37:00 PM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/5/2018 11:37:00 PM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/5/2018 11:37:00 PM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/5/2018 11:37:00 PM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/5/2018 11:37:00 PM
Naphthalene	1.0	**7.2**		ug/L	0.42	2.0	12/5/2018 11:37:00 PM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/5/2018 11:37:00 PM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/5/2018 11:37:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	92.3		31% - 110%	12/5/2018 11:37:00 PM
Nitrobenzene-d5	1.0	58.1		24% - 100%	12/5/2018 11:37:00 PM
p-Terphenyl-d14	1.0	65.0		45% - 125%	12/5/2018 11:37:00 PM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/5/2018 10:46:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	89.7			42% - 193%	12/5/2018 10:46:00 PM
Ortho-terphenyl	1.0	101			82% - 142%	12/5/2018 10:46:00 PM

Analytical Data

Client Sample ID: MW-7R
Sample Location:
Date Collected: 11/29/2018 11:59 AM

Laboratory Sample ID: 238314
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:00:00 PM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:00:00 PM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/5/2018 11:00:00 PM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/5/2018 11:00:00 PM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:00:00 PM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/5/2018 11:00:00 PM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:00:00 PM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/5/2018 11:00:00 PM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/5/2018 11:00:00 PM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/5/2018 11:00:00 PM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/5/2018 11:00:00 PM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/5/2018 11:00:00 PM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/5/2018 11:00:00 PM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/5/2018 11:00:00 PM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:00:00 PM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/5/2018 11:00:00 PM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:00:00 PM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/5/2018 11:00:00 PM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:00:00 PM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/5/2018 11:00:00 PM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:00:00 PM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:00:00 PM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/5/2018 11:00:00 PM
Benzene	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:00:00 PM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/5/2018 11:00:00 PM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/5/2018 11:00:00 PM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/5/2018 11:00:00 PM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/5/2018 11:00:00 PM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/5/2018 11:00:00 PM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/5/2018 11:00:00 PM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:00:00 PM
Chloromethane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:00:00 PM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:00:00 PM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:00:00 PM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/5/2018 11:00:00 PM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:00:00 PM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:00:00 PM
Isopropylbenzene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:00:00 PM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:00:00 PM
Methyl-t-butyl ether	1.0	0.31	U	ug/L	0.31	1.0	12/5/2018 11:00:00 PM
Naphthalene	1.0	0.37	U	ug/L	0.37	5.0	12/5/2018 11:00:00 PM
n-Butylbenzene	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:00:00 PM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:00:00 PM
sec-Butylbenzene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:00:00 PM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:00:00 PM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/5/2018 11:00:00 PM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/5/2018 11:00:00 PM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:00:00 PM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/5/2018 11:00:00 PM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:00:00 PM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/5/2018 11:00:00 PM
Xylenes- Total	1.0	0.70	U	ug/L	0.70	3.0	12/5/2018 11:00:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	93.0			75% - 117%	12/5/2018 11:00:00 PM
4-Bromofluorobenzene	1.0	100			68% - 118%	12/5/2018 11:00:00 PM
Dibromofluoromethane	1.0	98.9			75% - 113%	12/5/2018 11:00:00 PM
Toluene-d8	1.0	97.4			76% - 115%	12/5/2018 11:00:00 PM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	0.50	U	ug/L	0.50	2.0	12/6/2018 12:12:00 AM
2-Methylnaphthalene	1.0	0.41	U	ug/L	0.41	2.0	12/6/2018 12:12:00 AM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/6/2018 12:12:00 AM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/6/2018 12:12:00 AM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 12:12:00 AM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/6/2018 12:12:00 AM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/6/2018 12:12:00 AM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/6/2018 12:12:00 AM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 12:12:00 AM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/6/2018 12:12:00 AM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/6/2018 12:12:00 AM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/6/2018 12:12:00 AM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/6/2018 12:12:00 AM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/6/2018 12:12:00 AM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/6/2018 12:12:00 AM
Naphthalene	1.0	0.42	U	ug/L	0.42	2.0	12/6/2018 12:12:00 AM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/6/2018 12:12:00 AM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/6/2018 12:12:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	111	S1	31% - 110%	12/6/2018 12:12:00 AM
Nitrobenzene-d5	1.0	65.1		24% - 100%	12/6/2018 12:12:00 AM
p-Terphenyl-d14	1.0	70.7		45% - 125%	12/6/2018 12:12:00 AM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/5/2018 11:24:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	92.8			42% - 193%	12/5/2018 11:24:00 PM
Ortho-terphenyl	1.0	88.9			82% - 142%	12/5/2018 11:24:00 PM

Analytical Data

Client Sample ID: MW-4R
Sample Location:
Date Collected: 11/29/2018 12:51 PM

Laboratory Sample ID: 238315
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:24:00 PM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:24:00 PM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/5/2018 11:24:00 PM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/5/2018 11:24:00 PM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:24:00 PM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/5/2018 11:24:00 PM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:24:00 PM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/5/2018 11:24:00 PM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/5/2018 11:24:00 PM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/5/2018 11:24:00 PM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/5/2018 11:24:00 PM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/5/2018 11:24:00 PM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/5/2018 11:24:00 PM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/5/2018 11:24:00 PM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:24:00 PM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/5/2018 11:24:00 PM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:24:00 PM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/5/2018 11:24:00 PM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:24:00 PM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/5/2018 11:24:00 PM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:24:00 PM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:24:00 PM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/5/2018 11:24:00 PM
Benzene	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:24:00 PM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/5/2018 11:24:00 PM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/5/2018 11:24:00 PM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/5/2018 11:24:00 PM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/5/2018 11:24:00 PM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/5/2018 11:24:00 PM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/5/2018 11:24:00 PM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:24:00 PM
Chloromethane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:24:00 PM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:24:00 PM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:24:00 PM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/5/2018 11:24:00 PM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:24:00 PM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:24:00 PM
Isopropylbenzene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:24:00 PM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:24:00 PM
Methyl-t-butyl ether	1.0	0.31	U	ug/L	0.31	1.0	12/5/2018 11:24:00 PM
Naphthalene	1.0	0.37	U	ug/L	0.37	5.0	12/5/2018 11:24:00 PM
n-Butylbenzene	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:24:00 PM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:24:00 PM
sec-Butylbenzene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:24:00 PM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:24:00 PM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/5/2018 11:24:00 PM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/5/2018 11:24:00 PM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:24:00 PM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/5/2018 11:24:00 PM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:24:00 PM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/5/2018 11:24:00 PM
Xylenes- Total	1.0	0.70	U	ug/L	0.70	3.0	12/5/2018 11:24:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	97.0			75% - 117%	12/5/2018 11:24:00 PM
4-Bromofluorobenzene	1.0	100.0			68% - 118%	12/5/2018 11:24:00 PM
Dibromofluoromethane	1.0	97.1			75% - 113%	12/5/2018 11:24:00 PM
Toluene-d8	1.0	97.3			76% - 115%	12/5/2018 11:24:00 PM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	0.50	U	ug/L	0.50	2.0	12/6/2018 12:48:00 AM
2-Methylnaphthalene	1.0	0.41	U	ug/L	0.41	2.0	12/6/2018 12:48:00 AM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/6/2018 12:48:00 AM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/6/2018 12:48:00 AM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 12:48:00 AM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/6/2018 12:48:00 AM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/6/2018 12:48:00 AM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/6/2018 12:48:00 AM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 12:48:00 AM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/6/2018 12:48:00 AM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/6/2018 12:48:00 AM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/6/2018 12:48:00 AM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/6/2018 12:48:00 AM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/6/2018 12:48:00 AM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/6/2018 12:48:00 AM
Naphthalene	1.0	0.42	U	ug/L	0.42	2.0	12/6/2018 12:48:00 AM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/6/2018 12:48:00 AM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/6/2018 12:48:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	105		31% - 110%	12/6/2018 12:48:00 AM
Nitrobenzene-d5	1.0	62.1		24% - 100%	12/6/2018 12:48:00 AM
p-Terphenyl-d14	1.0	50.2		45% - 125%	12/6/2018 12:48:00 AM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/6/2018 12:02:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	99.9			42% - 193%	12/6/2018 12:02:00 AM
Ortho-terphenyl	1.0	97.0			82% - 142%	12/6/2018 12:02:00 AM

Analytical Data

Client Sample ID: MW-6R
Sample Location:
Date Collected: 11/29/2018 01:40 PM

Laboratory Sample ID: 238316
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:49:00 PM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:49:00 PM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/5/2018 11:49:00 PM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/5/2018 11:49:00 PM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:49:00 PM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/5/2018 11:49:00 PM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:49:00 PM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/5/2018 11:49:00 PM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/5/2018 11:49:00 PM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/5/2018 11:49:00 PM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/5/2018 11:49:00 PM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/5/2018 11:49:00 PM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/5/2018 11:49:00 PM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/5/2018 11:49:00 PM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/5/2018 11:49:00 PM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/5/2018 11:49:00 PM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:49:00 PM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/5/2018 11:49:00 PM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:49:00 PM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/5/2018 11:49:00 PM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/5/2018 11:49:00 PM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:49:00 PM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/5/2018 11:49:00 PM
Benzene	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:49:00 PM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/5/2018 11:49:00 PM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/5/2018 11:49:00 PM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/5/2018 11:49:00 PM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/5/2018 11:49:00 PM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/5/2018 11:49:00 PM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/5/2018 11:49:00 PM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:49:00 PM
Chloromethane	1.0	0.53	U	ug/L	0.53	5.0	12/5/2018 11:49:00 PM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:49:00 PM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/5/2018 11:49:00 PM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/5/2018 11:49:00 PM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:49:00 PM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:49:00 PM
Isopropylbenzene	1.0	0.26	U	ug/L	0.26	1.0	12/5/2018 11:49:00 PM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:49:00 PM
Methyl-t-butyl ether	1.0	0.31	U	ug/L	0.31	1.0	12/5/2018 11:49:00 PM
Naphthalene	1.0	0.37	U	ug/L	0.37	5.0	12/5/2018 11:49:00 PM
n-Butylbenzene	1.0	0.17	U	ug/L	0.17	1.0	12/5/2018 11:49:00 PM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/5/2018 11:49:00 PM
sec-Butylbenzene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:49:00 PM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/5/2018 11:49:00 PM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/5/2018 11:49:00 PM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/5/2018 11:49:00 PM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/5/2018 11:49:00 PM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/5/2018 11:49:00 PM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/5/2018 11:49:00 PM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/5/2018 11:49:00 PM
Xylenes- Total	1.0	0.70	U	ug/L	0.70	3.0	12/5/2018 11:49:00 PM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	95.1			75% - 117%	12/5/2018 11:49:00 PM
4-Bromofluorobenzene	1.0	102			68% - 118%	12/5/2018 11:49:00 PM
Dibromofluoromethane	1.0	99.4			75% - 113%	12/5/2018 11:49:00 PM
Toluene-d8	1.0	97.6			76% - 115%	12/5/2018 11:49:00 PM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	0.50	U	ug/L	0.50	2.0	12/6/2018 1:24:00 AM
2-Methylnaphthalene	1.0	0.41	U	ug/L	0.41	2.0	12/6/2018 1:24:00 AM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/6/2018 1:24:00 AM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/6/2018 1:24:00 AM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 1:24:00 AM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/6/2018 1:24:00 AM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/6/2018 1:24:00 AM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/6/2018 1:24:00 AM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 1:24:00 AM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/6/2018 1:24:00 AM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/6/2018 1:24:00 AM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/6/2018 1:24:00 AM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/6/2018 1:24:00 AM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/6/2018 1:24:00 AM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/6/2018 1:24:00 AM
Naphthalene	1.0	0.42	U	ug/L	0.42	2.0	12/6/2018 1:24:00 AM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/6/2018 1:24:00 AM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/6/2018 1:24:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	108		31% - 110%	12/6/2018 1:24:00 AM
Nitrobenzene-d5	1.0	64.8		24% - 100%	12/6/2018 1:24:00 AM
p-Terphenyl-d14	1.0	37.7	S1	45% - 125%	12/6/2018 1:24:00 AM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/6/2018 12:41:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	92.3			42% - 193%	12/6/2018 12:41:00 AM
Ortho-terphenyl	1.0	103			82% - 142%	12/6/2018 12:41:00 AM

Analytical Data

Client Sample ID: MW-3R
Sample Location:
Date Collected: 11/29/2018 02:33 PM

Laboratory Sample ID: 238317
Matrix: AQUEOUS-Groundwater
Percent Moisture:

Analytical Method: EPA 8260
GC/MS

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1,1,1,2-Tetrachloroethane	1.0	0.22	U	ug/L	0.22	1.0	12/6/2018 12:13:00 AM
1,1,1-Trichloroethane	1.0	0.23	U	ug/L	0.23	1.0	12/6/2018 12:13:00 AM
1,1,2,2-Tetrachloroethane	1.0	0.56	U	ug/L	0.56	1.0	12/6/2018 12:13:00 AM
1,1,2-Trichloroethane	1.0	0.51	U	ug/L	0.51	1.0	12/6/2018 12:13:00 AM
1,1-Dichloroethane	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
1,1-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
1,1-Dichloropropene	1.0	0.14	U	ug/L	0.14	1.0	12/6/2018 12:13:00 AM
1,2,3-Trichlorobenzene	1.0	0.29	U	ug/L	0.29	5.0	12/6/2018 12:13:00 AM
1,2,3-Trichloropropane	1.0	0.53	U	ug/L	0.53	5.0	12/6/2018 12:13:00 AM
1,2,4-Trichlorobenzene	1.0	0.20	U	ug/L	0.20	5.0	12/6/2018 12:13:00 AM
1,2,4-Trimethylbenzene	1.0	0.24	U	ug/L	0.24	1.0	12/6/2018 12:13:00 AM
1,2-Dibromo-3-chloropropane	1.0	1.7	U	ug/L	1.7	5.0	12/6/2018 12:13:00 AM
1,2-Dibromoethane	1.0	0.44	U	ug/L	0.44	1.0	12/6/2018 12:13:00 AM
1,2-Dichlorobenzene	1.0	0.38	U	ug/L	0.38	1.0	12/6/2018 12:13:00 AM
1,2-Dichloroethane	1.0	0.29	U	ug/L	0.29	1.0	12/6/2018 12:13:00 AM
1,2-Dichloropropane	1.0	0.34	U	ug/L	0.34	1.0	12/6/2018 12:13:00 AM
1,3,5-Trimethylbenzene	1.0	0.14	U	ug/L	0.14	1.0	12/6/2018 12:13:00 AM
1,3-Dichlorobenzene	1.0	0.13	U	ug/L	0.13	1.0	12/6/2018 12:13:00 AM
1,3-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/6/2018 12:13:00 AM
1,4-Dichlorobenzene	1.0	0.30	U	ug/L	0.30	1.0	12/6/2018 12:13:00 AM
2,2-Dichloropropane	1.0	0.22	U	ug/L	0.22	1.0	12/6/2018 12:13:00 AM
2-Butanone	1.0	5.3	U	ug/L	5.3	25	12/6/2018 12:13:00 AM
2-Chlorotoluene	1.0	0.23	U	ug/L	0.23	1.0	12/6/2018 12:13:00 AM
4-Chlorotoluene	1.0	0.21	U	ug/L	0.21	1.0	12/6/2018 12:13:00 AM
4-Isopropyltoluene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Acetone	1.0	4.3	U	ug/L	4.3	25	12/6/2018 12:13:00 AM
Benzene	1.0	0.22	U	ug/L	0.22	1.0	12/6/2018 12:13:00 AM
Bromobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Bromochloromethane	1.0	0.37	U	ug/L	0.37	1.0	12/6/2018 12:13:00 AM
Bromodichloromethane	1.0	0.27	U	ug/L	0.27	1.0	12/6/2018 12:13:00 AM
Bromoform	1.0	0.67	U	ug/L	0.67	5.0	12/6/2018 12:13:00 AM
Bromomethane	1.0	0.46	U	ug/L	0.46	5.0	12/6/2018 12:13:00 AM
Carbon tetrachloride	1.0	0.11	U	ug/L	0.11	5.0	12/6/2018 12:13:00 AM
Chlorobenzene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Chloroethane	1.0	0.48	U	ug/L	0.48	5.0	12/6/2018 12:13:00 AM
Chloroform	1.0	0.17	U	ug/L	0.17	1.0	12/6/2018 12:13:00 AM
Chloromethane	1.0	0.53	U	ug/L	0.53	5.0	12/6/2018 12:13:00 AM
cis-1,2-Dichloroethene	1.0	0.26	U	ug/L	0.26	1.0	12/6/2018 12:13:00 AM
Dibromochloromethane	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Dibromomethane	1.0	0.22	U	ug/L	0.22	1.0	12/6/2018 12:13:00 AM
Dichlorodifluoromethane	1.0	0.61	U	ug/L	0.61	5.0	12/6/2018 12:13:00 AM

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

Ethylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/6/2018 12:13:00 AM
Hexachlorobutadiene	1.0	0.36	U	ug/L	0.36	5.0	12/6/2018 12:13:00 AM
Isopropylbenzene	1.0	0.26	U	ug/L	0.26	1.0	12/6/2018 12:13:00 AM
Isopropylether	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Methylene chloride	1.0	0.36	U	ug/L	0.36	5.0	12/6/2018 12:13:00 AM
Methyl-t-butyl ether	1.0	0.31	U	ug/L	0.31	1.0	12/6/2018 12:13:00 AM
Naphthalene	1.0	0.37	U	ug/L	0.37	5.0	12/6/2018 12:13:00 AM
n-Butylbenzene	1.0	0.17	U	ug/L	0.17	1.0	12/6/2018 12:13:00 AM
n-Propylbenzene	1.0	0.21	U	ug/L	0.21	1.0	12/6/2018 12:13:00 AM
sec-Butylbenzene	1.0	0.28	U	ug/L	0.28	1.0	12/6/2018 12:13:00 AM
Styrene	1.0	0.28	U	ug/L	0.28	1.0	12/6/2018 12:13:00 AM
t-Butylbenzene	1.0	0.43	U	ug/L	0.43	1.0	12/6/2018 12:13:00 AM
Tetrachloroethene	1.0	0.49	U	ug/L	0.49	1.0	12/6/2018 12:13:00 AM
Toluene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
trans-1,2-Dichloroethene	1.0	0.20	U	ug/L	0.20	1.0	12/6/2018 12:13:00 AM
Trichloroethene	1.0	0.25	U	ug/L	0.25	1.0	12/6/2018 12:13:00 AM
Trichlorofluoromethane	1.0	0.36	U	ug/L	0.36	5.0	12/6/2018 12:13:00 AM
Vinyl chloride	1.0	0.74	U	ug/L	0.74	1.0	12/6/2018 12:13:00 AM
Xylenes- Total	1.0	0.70	U	ug/L	0.70	3.0	12/6/2018 12:13:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
1,2-Dichloroethane-d4	1.0	94.8			75% - 117%	12/6/2018 12:13:00 AM
4-Bromofluorobenzene	1.0	102			68% - 118%	12/6/2018 12:13:00 AM
Dibromofluoromethane	1.0	97.1			75% - 113%	12/6/2018 12:13:00 AM
Toluene-d8	1.0	97.1			76% - 115%	12/6/2018 12:13:00 AM

Analytical Method: EPA 8270/PAH Low Level
Semivolatiles low level for PAH only

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
1-Methylnaphthalene	1.0	0.50	U	ug/L	0.50	2.0	12/6/2018 2:00:00 AM
2-Methylnaphthalene	1.0	0.41	U	ug/L	0.41	2.0	12/6/2018 2:00:00 AM
Acenaphthene	1.0	0.30	U	ug/L	0.30	2.0	12/6/2018 2:00:00 AM
Acenaphthylene	1.0	0.44	U	ug/L	0.44	2.0	12/6/2018 2:00:00 AM
Anthracene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 2:00:00 AM
Benzo(a)anthracene	1.0	0.090	U	ug/L	0.090	0.20	12/6/2018 2:00:00 AM
Benzo(a)pyrene	1.0	0.10	U	ug/L	0.10	0.20	12/6/2018 2:00:00 AM
Benzo(b)fluoranthene	1.0	0.084	U	ug/L	0.084	0.10	12/6/2018 2:00:00 AM
Benzo(g,h,i)perylene	1.0	0.24	U	ug/L	0.24	2.0	12/6/2018 2:00:00 AM
Benzo(k)fluoranthene	1.0	0.11	U	ug/L	0.11	0.20	12/6/2018 2:00:00 AM
Chrysene	1.0	0.21	U	ug/L	0.21	2.0	12/6/2018 2:00:00 AM
Dibenzo(a,h)anthracene	1.0	0.072	U	ug/L	0.072	0.20	12/6/2018 2:00:00 AM
Fluoranthene	1.0	0.33	U	ug/L	0.33	2.0	12/6/2018 2:00:00 AM
Fluorene	1.0	0.26	U	ug/L	0.26	2.0	12/6/2018 2:00:00 AM
Indeno(1,2,3-cd)pyrene	1.0	0.051	U	ug/L	0.051	0.20	12/6/2018 2:00:00 AM
Naphthalene	1.0	0.42	U	ug/L	0.42	2.0	12/6/2018 2:00:00 AM
Phenanthrene	1.0	0.36	U	ug/L	0.36	2.0	12/6/2018 2:00:00 AM
Pyrene	1.0	0.29	U	ug/L	0.29	2.0	12/6/2018 2:00:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date

PQL: Practical Quantitation Limit **RL: Report Limit** **MDL: Method Detection Limit** **DF: Dilution Factor**

Analytical Data

2-Fluorobiphenyl	1.0	115	S1	31% - 110%	12/6/2018 2:00:00 AM
Nitrobenzene-d5	1.0	65.8		24% - 100%	12/6/2018 2:00:00 AM
p-Terphenyl-d14	1.0	71.5		45% - 125%	12/6/2018 2:00:00 AM

Analytical Method: FDEP FL-PRO GC/FID

Analyte	DF	Result	Qualifier	Units	MDL	PQL	Analysis Date
Total Recoverable Pet. Hydrocarbons	1.0	120	U	ug/L	120	500	12/6/2018 1:20:00 AM

Surrogate	DF	% Recovery	Qualifier	Units	Limits	Analysis Date
Nonatriacontane(C39)	1.0	88.4			42% - 193%	12/6/2018 1:20:00 AM
Ortho-terphenyl	1.0	95.9			82% - 142%	12/6/2018 1:20:00 AM

Data Chronicle

Client Sample ID: MW-8 **Laboratory Sample ID:** 238312
Sample Location: **Matrix:** AQUEOUS-Groundwater
Date Collected: 11/29/2018 10:18 AM **Percent Moisture:**

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/5/2018 10:11:00 PM	12/5/2018 10:11:00 PM	VJG	E87684
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/5/2018 11:01:00 PM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/5/2018 10:08:00 PM	BW	E87684

Client Sample ID: MW-1R **Laboratory Sample ID:** 238313
Sample Location: **Matrix:** AQUEOUS-Groundwater
Date Collected: 11/29/2018 11:08 AM **Percent Moisture:**

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/5/2018 10:35:00 PM	12/5/2018 10:35:00 PM	VJG	E87684
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/5/2018 11:37:00 PM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/5/2018 10:46:00 PM	BW	E87684

Client Sample ID: MW-7R **Laboratory Sample ID:** 238314
Sample Location: **Matrix:** AQUEOUS-Groundwater
Date Collected: 11/29/2018 11:59 AM **Percent Moisture:**

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/5/2018 11:00:00 PM	12/5/2018 11:00:00 PM	VJG	E87684
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/6/2018 12:12:00 AM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/5/2018 11:24:00 PM	BW	E87684

Client Sample ID: MW-4R **Laboratory Sample ID:** 238315
Sample Location: **Matrix:** AQUEOUS-Groundwater
Date Collected: 11/29/2018 12:51 PM **Percent Moisture:**

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/5/2018 11:24:00 PM	12/5/2018 11:24:00 PM	VJG	E87684
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/6/2018 12:48:00 AM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/6/2018 12:02:00 AM	BW	E87684

Client Sample ID: MW-6R **Laboratory Sample ID:** 238316
Sample Location: **Matrix:** AQUEOUS-Groundwater
Date Collected: 11/29/2018 01:40 PM **Percent Moisture:**

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/5/2018 11:49:00 PM	12/5/2018 11:49:00 PM	VJG	E87684

Data Chronicle

Client Sample ID: MW-6R
Laboratory Sample ID: 238316
Sample Location:
Matrix: AQUEOUS-Groundwater
Date Collected: 11/29/2018 01:40 PM
Percent Moisture:

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/6/2018 1:24:00 AM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/6/2018 12:41:00 AM	BW	E87684

Client Sample ID: MW-3R
Laboratory Sample ID: 238317
Sample Location:
Matrix: AQUEOUS-Groundwater
Date Collected: 11/29/2018 02:33 PM
Percent Moisture:

Prep	Analysis	Analytical Method	Dilution	Batch	Prepared	Analyzed	Analyst	Lab
TOT	RES	EPA 8260	1.0	LMSVA120518	12/6/2018 12:13:00 AM	12/6/2018 12:13:00 AM	VJG	E87684
TOT	RES	EPA 8270/PAH Low Level	1.0	WPAHA120518	12/5/2018 8:00:00 AM	12/6/2018 2:00:00 AM	BW	E87684
TOT	RES	FDEP FL-PRO	1.0	WPROA120518	12/5/2018 2:00:00 PM	12/6/2018 1:20:00 AM	BW	E87684

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MB | Lab Sample ID: LMSVA120518MB | Client Sample ID: LMSVA120518MB | Date Analyzed: 12/5/2018 7:44:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Acetone	4.3	25	4.3	U	ug/L							
Benzene	0.22	1.0	0.22	U	ug/L							
Bromobenzene	0.20	1.0	0.20	U	ug/L							
Bromochloromethane	0.37	1.0	0.37	U	ug/L							
Bromodichloromethane	0.27	1.0	0.27	U	ug/L							
Bromoform	0.67	5.0	0.67	U	ug/L							
Bromomethane	0.46	5.0	0.46	U	ug/L							
2-Butanone	5.3	25	5.3	U	ug/L							
n-Butylbenzene	0.17	1.0	0.17	U	ug/L							
sec-Butylbenzene	0.28	1.0	0.28	U	ug/L							
t-Butylbenzene	0.43	1.0	0.43	U	ug/L							
Carbon tetrachloride	0.11	5.0	0.11	U	ug/L							
Chlorobenzene	0.20	1.0	0.20	U	ug/L							
Chloroethane	0.48	5.0	0.48	U	ug/L							
Chloroform	0.17	1.0	0.17	U	ug/L							
Chloromethane	0.53	5.0	0.53	U	ug/L							
2-Chlorotoluene	0.23	1.0	0.23	U	ug/L							
4-Chlorotoluene	0.21	1.0	0.21	U	ug/L							
1,2-Dibromo-3-chloropropane	1.7	5.0	1.7	U	ug/L							
Dibromochloromethane	0.20	1.0	0.20	U	ug/L							
1,2-Dibromoethane	0.44	1.0	0.44	U	ug/L							
Dibromomethane	0.22	1.0	0.22	U	ug/L							
1,2-Dichlorobenzene	0.38	1.0	0.38	U	ug/L							
1,3-Dichlorobenzene	0.13	1.0	0.13	U	ug/L							
1,4-Dichlorobenzene	0.30	1.0	0.30	U	ug/L							
Dichlorodifluoromethane	0.61	5.0	0.61	U	ug/L							
1,1-Dichloroethane	0.20	1.0	0.20	U	ug/L							
1,2-Dichloroethane	0.29	1.0	0.29	U	ug/L							
1,1-Dichloroethene	0.20	1.0	0.20	U	ug/L							
cis-1,2-Dichloroethene	0.26	1.0	0.26	U	ug/L							
trans-1,2-Dichloroethene	0.20	1.0	0.20	U	ug/L							
1,2-Dichloropropane	0.34	1.0	0.34	U	ug/L							
1,3-Dichloropropane	0.22	1.0	0.22	U	ug/L							
2,2-Dichloropropane	0.22	1.0	0.22	U	ug/L							
1,1-Dichloropropene	0.14	1.0	0.14	U	ug/L							

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MB | Lab Sample ID: LMSVA120518MB | Client Sample ID: LMSVA120518MB | Date Analyzed: 12/5/2018 7:44:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Isopropylbenzene	0.26	1.0	0.26	U	ug/L							
Ethylbenzene	0.21	1.0	0.21	U	ug/L							
Hexachlorobutadiene	0.36	5.0	0.36	U	ug/L							
Styrene	0.28	1.0	0.28	U	ug/L							
Isopropylether	0.20	1.0	0.20	U	ug/L							
4-Isopropyltoluene	0.20	1.0	0.20	U	ug/L							
Methylene chloride	0.36	5.0	0.36	U	ug/L							
Methyl-t-butyl ether	0.31	1.0	0.31	U	ug/L							
Naphthalene	0.37	5.0	0.37	U	ug/L							
n-Propylbenzene	0.21	1.0	0.21	U	ug/L							
1,1,1,2-Tetrachloroethane	0.22	1.0	0.22	U	ug/L							
1,1,2,2-Tetrachloroethane	0.56	1.0	0.56	U	ug/L							
Tetrachloroethene	0.49	1.0	0.49	U	ug/L							
Toluene	0.20	1.0	0.20	U	ug/L							
1,2,3-Trichlorobenzene	0.29	5.0	0.29	U	ug/L							
1,2,4-Trichlorobenzene	0.20	5.0	0.20	U	ug/L							
1,1,1-Trichloroethane	0.23	1.0	0.23	U	ug/L							
1,1,2-Trichloroethane	0.51	1.0	0.51	U	ug/L							
Trichloroethene	0.25	1.0	0.25	U	ug/L							
Trichlorofluoromethane	0.36	5.0	0.36	U	ug/L							
1,2,3-Trichloropropane	0.53	5.0	0.53	U	ug/L							
1,2,4-Trimethylbenzene	0.24	1.0	0.24	U	ug/L							
1,3,5-Trimethylbenzene	0.14	1.0	0.14	U	ug/L							
Vinyl chloride	0.74	1.0	0.74	U	ug/L							
Xylenes- Total	0.70	3.0	0.70	U	ug/L							
Toluene-d8			49.1		ug/L	50.0	98.2	76.0	-	115		
4-Bromofluorobenzene			50.6		ug/L	50.0	101	68.0	-	118		
Dibromofluoromethane			49.4		ug/L	50.0	98.8	75.0	-	113		
1,2-Dichloroethane-d4			46.8		ug/L	50.0	93.6	75.0	-	117		

QA/QC Type: LCS | Lab Sample ID: LMSVA120518LCS | Client Sample ID: LMSVA120518LCS | Date Analyzed: 12/5/2018 6:07:00 PM

Acetone	4.3	25	91.3		ug/L	100	91.3	51.0	-	192		
Benzene	0.22	1.0	50.6		ug/L	50.0	101	86.0	-	121		
Bromobenzene	0.20	1.0	46.7		ug/L	50.0	93.4	87.0	-	121		
Bromochloromethane	0.37	1.0	51.1		ug/L	50.0	102	85.0	-	129		

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: LCS | Lab Sample ID: LMSVA120518LCS | Client Sample ID: LMSVA120518LCS | Date Analyzed: 12/5/2018 6:07:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Bromodichloromethane	0.27	1.0	47.6		ug/L	50.0	95.2	85.0	-	128		
Bromoform	0.67	5.0	44.5		ug/L	50.0	89.0	82.0	-	130		
Bromomethane	0.46	5.0	68.9		ug/L	50.0	138	34.0	-	144		
2-Butanone	5.3	25	99.4		ug/L	100	99.4	71.0	-	148		
n-Butylbenzene	0.17	1.0	52.6		ug/L	50.0	105	71.0	-	120		
sec-Butylbenzene	0.28	1.0	51.0		ug/L	50.0	102	75.0	-	120		
t-Butylbenzene	0.43	1.0	49.3		ug/L	50.0	98.6	77.0	-	124		
Carbon tetrachloride	0.11	5.0	42.4		ug/L	50.0	84.8	74.0	-	137		
Chlorobenzene	0.20	1.0	48.2		ug/L	50.0	96.4	88.0	-	118		
Chloroethane	0.48	5.0	62.4		ug/L	50.0	125	62.0	-	133		
Chloroform	0.17	1.0	53.3		ug/L	50.0	107	83.0	-	124		
Chloromethane	0.53	5.0	54.3		ug/L	50.0	109	35.0	-	131		
2-Chlorotoluene	0.23	1.0	49.4		ug/L	50.0	98.8	84.0	-	121		
4-Chlorotoluene	0.21	1.0	49.7		ug/L	50.0	99.4	82.0	-	120		
1,2-Dibromo-3-chloropropane	1.7	5.0	50.0		ug/L	50.0	100	65.0	-	129		
Dibromochloromethane	0.20	1.0	49.2		ug/L	50.0	98.4	87.0	-	125		
1,2-Dibromoethane	0.44	1.0	49.3		ug/L	50.0	98.6	90.0	-	122		
Dibromomethane	0.22	1.0	50.6		ug/L	50.0	101	85.0	-	120		
1,2-Dichlorobenzene	0.38	1.0	48.2		ug/L	50.0	96.4	85.0	-	119		
1,3-Dichlorobenzene	0.13	1.0	49.1		ug/L	50.0	98.2	84.0	-	120		
1,4-Dichlorobenzene	0.30	1.0	48.0		ug/L	50.0	96.0	83.0	-	117		
Dichlorodifluoromethane	0.61	5.0	57.4		ug/L	50.0	115	29.0	-	128		
1,1-Dichloroethane	0.20	1.0	52.1		ug/L	50.0	104	74.0	-	121		
1,2-Dichloroethane	0.29	1.0	46.1		ug/L	50.0	92.2	82.0	-	126		
1,1-Dichloroethene	0.20	1.0	54.1		ug/L	50.0	108	69.0	-	109		
cis-1,2-Dichloroethene	0.26	1.0	54.0		ug/L	50.0	108	83.0	-	123		
trans-1,2-Dichloroethene	0.20	1.0	53.6		ug/L	50.0	107	79.0	-	119		
1,2-Dichloropropane	0.34	1.0	51.2		ug/L	50.0	102	82.0	-	123		
1,3-Dichloropropane	0.22	1.0	52.0		ug/L	50.0	104	90.0	-	120		
2,2-Dichloropropane	0.22	1.0	55.5		ug/L	50.0	111	76.0	-	128		
1,1-Dichloropropene	0.14	1.0	50.5		ug/L	50.0	101	78.0	-	139		
Isopropylbenzene	0.26	1.0	49.4		ug/L	50.0	98.8	78.0	-	122		
Ethylbenzene	0.21	1.0	49.8		ug/L	50.0	99.6	84.0	-	125		
Hexachlorobutadiene	0.36	5.0	53.9		ug/L	50.0	108	60.0	-	125		
Styrene	0.28	1.0	47.5		ug/L	50.0	95.0	79.0	-	125		

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: LCS | Lab Sample ID: LMSVA120518LCS | Client Sample ID: LMSVA120518LCS | Date Analyzed: 12/5/2018 6:07:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Isopropylether	0.20	1.0	105		ug/L	100	105	64.0	-	138		
4-Isopropyltoluene	0.20	1.0	49.9		ug/L	50.0	99.8	74.0	-	118		
Methylene chloride	0.36	5.0	52.9		ug/L	50.0	106	69.0	-	121		
Methyl-t-butyl ether	0.31	1.0	50.4		ug/L	50.0	101	82.0	-	129		
Naphthalene	0.37	5.0	58.0		ug/L	50.0	116	64.0	-	130		
n-Propylbenzene	0.21	1.0	49.9		ug/L	50.0	99.8	79.0	-	125		
1,1,1,2-Tetrachloroethane	0.22	1.0	47.2		ug/L	50.0	94.4	83.0	-	137		
1,1,2,2-Tetrachloroethane	0.56	1.0	47.6		ug/L	50.0	95.2	79.0	-	128		
Tetrachloroethene	0.49	1.0	40.9		ug/L	50.0	81.8	62.0	-	144		
Toluene	0.20	1.0	54.4		ug/L	50.0	109	87.0	-	119		
1,2,3-Trichlorobenzene	0.29	5.0	59.7		ug/L	50.0	119	43.0	-	151		
1,2,4-Trichlorobenzene	0.20	5.0	51.4		ug/L	50.0	103	73.0	-	118		
1,1,1-Trichloroethane	0.23	1.0	50.0		ug/L	50.0	100	81.0	-	131		
1,1,2-Trichloroethane	0.51	1.0	53.2		ug/L	50.0	106	87.0	-	121		
Trichloroethene	0.25	1.0	52.2		ug/L	50.0	104	86.0	-	119		
Trichlorofluoromethane	0.36	5.0	50.8		ug/L	50.0	102	68.0	-	134		
1,2,3-Trichloropropane	0.53	5.0	50.2		ug/L	50.0	100	68.0	-	137		
1,2,4-Trimethylbenzene	0.24	1.0	49.2		ug/L	50.0	98.4	83.0	-	117		
1,3,5-Trimethylbenzene	0.14	1.0	49.7		ug/L	50.0	99.4	82.0	-	118		
Vinyl chloride	0.74	1.0	58.1		ug/L	50.0	116	60.0	-	127		
Xylenes- Total	0.70	3.0	148		ug/L	150	98.7	84.0	-	121		
Toluene-d8			50.2		ug/L	50.0	100	76.0	-	115		
4-Bromofluorobenzene			48.4		ug/L	50.0	96.8	68.0	-	118		
Dibromofluoromethane			49.5		ug/L	50.0	99.0	75.0	-	113		
1,2-Dichloroethane-d4			47.8		ug/L	50.0	95.6	75.0	-	117		

QA/QC Type: LCSD | Lab Sample ID: LMSVA120518LCSD | Client Sample ID: LMSVA120518LCSD | Date Analyzed: 12/5/2018 6:31:00 PM

Acetone	4.3	25	95.1		ug/L	100	95.1	51.0	-	192	4.1	70.0
Benzene	0.22	1.0	49.1		ug/L	50.0	98.2	86.0	-	121	3.0	17.0
Bromobenzene	0.20	1.0	45.8		ug/L	50.0	91.6	87.0	-	121	1.9	17.0
Bromochloromethane	0.37	1.0	51.1		ug/L	50.0	102	85.0	-	129	0	22.0
Bromodichloromethane	0.27	1.0	47.0		ug/L	50.0	94.0	85.0	-	128	1.3	22.0
Bromoform	0.67	5.0	45.3		ug/L	50.0	90.6	82.0	-	130	1.8	24.0
Bromomethane	0.46	5.0	69.5		ug/L	50.0	139	34.0	-	144	0.87	55.0
2-Butanone	5.3	25	100		ug/L	100	100	71.0	-	148	0.60	39.0

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: LCSD | Lab Sample ID: LMSVA120518LCSD | Client Sample ID: LMSVA120518LCSD | Date Analyzed: 12/5/2018 6:31:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
n-Butylbenzene	0.17	1.0	51.2		ug/L	50.0	102	71.0	-	120	2.7	25.0
sec-Butylbenzene	0.28	1.0	49.9		ug/L	50.0	99.8	75.0	-	120	2.2	22.0
t-Butylbenzene	0.43	1.0	48.2		ug/L	50.0	96.4	77.0	-	124	2.3	24.0
Carbon tetrachloride	0.11	5.0	41.5		ug/L	50.0	83.0	74.0	-	137	2.1	32.0
Chlorobenzene	0.20	1.0	47.6		ug/L	50.0	95.2	88.0	-	118	1.3	15.0
Chloroethane	0.48	5.0	59.9		ug/L	50.0	120	62.0	-	133	4.1	36.0
Chloroform	0.17	1.0	52.5		ug/L	50.0	105	83.0	-	124	1.5	20.0
Chloromethane	0.53	5.0	52.9		ug/L	50.0	106	35.0	-	131	2.6	48.0
2-Chlorotoluene	0.23	1.0	48.3		ug/L	50.0	96.6	84.0	-	121	2.3	18.0
4-Chlorotoluene	0.21	1.0	48.2		ug/L	50.0	96.4	82.0	-	120	3.1	19.0
1,2-Dibromo-3-chloropropane	1.7	5.0	50.0		ug/L	50.0	100	65.0	-	129	0	32.0
Dibromochloromethane	0.20	1.0	49.8		ug/L	50.0	99.6	87.0	-	125	1.2	19.0
1,2-Dibromoethane	0.44	1.0	49.1		ug/L	50.0	98.2	90.0	-	122	0.41	16.0
Dibromomethane	0.22	1.0	51.0		ug/L	50.0	102	85.0	-	120	0.79	18.0
1,2-Dichlorobenzene	0.38	1.0	48.6		ug/L	50.0	97.2	85.0	-	119	0.83	17.0
1,3-Dichlorobenzene	0.13	1.0	48.8		ug/L	50.0	97.6	84.0	-	120	0.61	18.0
1,4-Dichlorobenzene	0.30	1.0	47.8		ug/L	50.0	95.6	83.0	-	117	0.42	17.0
Dichlorodifluoromethane	0.61	5.0	54.7		ug/L	50.0	109	29.0	-	128	4.8	50.0
1,1-Dichloroethane	0.20	1.0	50.8		ug/L	50.0	102	74.0	-	121	2.5	23.0
1,2-Dichloroethane	0.29	1.0	45.9		ug/L	50.0	91.8	82.0	-	126	0.43	22.0
1,1-Dichloroethene	0.20	1.0	51.8		ug/L	50.0	104	69.0	-	109	4.3	20.0
cis-1,2-Dichloroethene	0.26	1.0	52.9		ug/L	50.0	106	83.0	-	123	2.1	20.0
trans-1,2-Dichloroethene	0.20	1.0	52.0		ug/L	50.0	104	79.0	-	119	3.0	20.0
1,2-Dichloropropane	0.34	1.0	50.2		ug/L	50.0	100	82.0	-	123	2.0	21.0
1,3-Dichloropropane	0.22	1.0	51.2		ug/L	50.0	102	90.0	-	120	1.6	15.0
2,2-Dichloropropane	0.22	1.0	53.9		ug/L	50.0	108	76.0	-	128	2.9	26.0
1,1-Dichloropropene	0.14	1.0	49.0		ug/L	50.0	98.0	78.0	-	139	3.0	30.0
Isopropylbenzene	0.26	1.0	48.4		ug/L	50.0	96.8	78.0	-	122	2.0	22.0
Ethylbenzene	0.21	1.0	48.8		ug/L	50.0	97.6	84.0	-	125	2.0	21.0
Hexachlorobutadiene	0.36	5.0	53.3		ug/L	50.0	107	60.0	-	125	1.1	32.0
Styrene	0.28	1.0	47.1		ug/L	50.0	94.2	79.0	-	125	0.85	23.0
Isopropylether	0.20	1.0	103		ug/L	100	103	64.0	-	138	1.9	37.0
4-Isopropyltoluene	0.20	1.0	48.5		ug/L	50.0	97.0	74.0	-	118	2.8	22.0
Methylene chloride	0.36	5.0	52.4		ug/L	50.0	105	69.0	-	121	0.95	26.0
Methyl-t-butyl ether	0.31	1.0	50.5		ug/L	50.0	101	82.0	-	129	0.20	24.0

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: LCSD | Lab Sample ID: LMSVA120518LCSD | Client Sample ID: LMSVA120518LCSD | Date Analyzed: 12/5/2018 6:31:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Naphthalene	0.37	5.0	58.9		ug/L	50.0	118	64.0	-	130	1.5	33.0
n-Propylbenzene	0.21	1.0	48.3		ug/L	50.0	96.6	79.0	-	125	3.3	23.0
1,1,1,2-Tetrachloroethane	0.22	1.0	46.7		ug/L	50.0	93.4	83.0	-	137	1.1	27.0
1,1,2,2-Tetrachloroethane	0.56	1.0	47.8		ug/L	50.0	95.6	79.0	-	128	0.42	24.0
Tetrachloroethene	0.49	1.0	40.1		ug/L	50.0	80.2	62.0	-	144	2.0	41.0
Toluene	0.20	1.0	53.2		ug/L	50.0	106	87.0	-	119	2.2	16.0
1,2,3-Trichlorobenzene	0.29	5.0	60.6		ug/L	50.0	121	43.0	-	151	1.5	54.0
1,2,4-Trichlorobenzene	0.20	5.0	51.7		ug/L	50.0	103	73.0	-	118	0.58	22.0
1,1,1-Trichloroethane	0.23	1.0	48.4		ug/L	50.0	96.8	81.0	-	131	3.3	25.0
1,1,2-Trichloroethane	0.51	1.0	53.0		ug/L	50.0	106	87.0	-	121	0.38	17.0
Trichloroethene	0.25	1.0	51.0		ug/L	50.0	102	86.0	-	119	2.3	17.0
Trichlorofluoromethane	0.36	5.0	52.3		ug/L	50.0	105	68.0	-	134	2.9	33.0
1,2,3-Trichloropropane	0.53	5.0	53.1		ug/L	50.0	106	68.0	-	137	5.6	34.0
1,2,4-Trimethylbenzene	0.24	1.0	47.8		ug/L	50.0	95.6	83.0	-	117	2.9	17.0
1,3,5-Trimethylbenzene	0.14	1.0	48.6		ug/L	50.0	97.2	82.0	-	118	2.2	18.0
Vinyl chloride	0.74	1.0	56.5		ug/L	50.0	113	60.0	-	127	2.8	33.0
Xylenes- Total	0.70	3.0	146		ug/L	150	97.3	84.0	-	121	1.4	18.0
Toluene-d8			50.0		ug/L	50.0	100	76.0	-	115		
4-Bromofluorobenzene			48.4		ug/L	50.0	96.8	68.0	-	118		
Dibromofluoromethane			49.1		ug/L	50.0	98.2	75.0	-	113		
1,2-Dichloroethane-d4			47.6		ug/L	50.0	95.2	75.0	-	117		

QA/QC Type: MS | Lab Sample ID: LMSVA120518MS | Client Sample ID: 238312MS | Date Analyzed: 12/6/2018 2:06:00 PM

Acetone	4.3	25	89.1		ug/L	100	89.1	50.0	-	145		
Benzene	0.22	1.0	51.6		ug/L	50.0	103	69.0	-	135		
Bromobenzene	0.20	1.0	45.8		ug/L	50.0	91.6	78.0	-	130		
Bromochloromethane	0.37	1.0	51.2		ug/L	50.0	102	83.0	-	134		
Bromodichloromethane	0.27	1.0	47.6		ug/L	50.0	95.2	78.0	-	134		
Bromoform	0.67	5.0	45.0		ug/L	50.0	90.0	73.0	-	133		
Bromomethane	0.46	5.0	71.6	S2	ug/L	50.0	143	14.0	-	137		
2-Butanone	5.3	25	101		ug/L	100	101	61.0	-	130		
n-Butylbenzene	0.17	1.0	52.3		ug/L	50.0	105	64.0	-	129		
sec-Butylbenzene	0.28	1.0	51.8		ug/L	50.0	104	70.0	-	128		
t-Butylbenzene	0.43	1.0	49.5		ug/L	50.0	99.0	69.0	-	135		
Carbon tetrachloride	0.11	5.0	43.7		ug/L	50.0	87.4	73.0	-	144		

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MS | Lab Sample ID: LMSVA120518MS | Client Sample ID: 238312MS | Date Analyzed: 12/6/2018 2:06:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Chlorobenzene	0.20	1.0	48.6		ug/L	50.0	97.2	82.0	-	127		
Chloroethane	0.48	5.0	63.0		ug/L	50.0	126	65.0	-	139		
Chloroform	0.17	1.0	54.6		ug/L	50.0	109	83.0	-	128		
Chloromethane	0.53	5.0	58.4		ug/L	50.0	113	36.0	-	123		
2-Chlorotoluene	0.23	1.0	49.3		ug/L	50.0	98.6	80.0	-	131		
4-Chlorotoluene	0.21	1.0	49.2		ug/L	50.0	98.4	76.0	-	129		
1,2-Dibromo-3-chloropropane	1.7	5.0	51.5		ug/L	50.0	103	62.0	-	128		
Dibromochloromethane	0.20	1.0	48.6		ug/L	50.0	97.2	81.0	-	128		
1,2-Dibromoethane	0.44	1.0	49.1		ug/L	50.0	98.2	85.0	-	123		
Dibromomethane	0.22	1.0	50.9		ug/L	50.0	102	81.0	-	121		
1,2-Dichlorobenzene	0.38	1.0	48.1		ug/L	50.0	96.2	78.0	-	125		
1,3-Dichlorobenzene	0.13	1.0	49.0		ug/L	50.0	98.0	76.0	-	127		
1,4-Dichlorobenzene	0.30	1.0	48.0		ug/L	50.0	96.0	75.0	-	124		
Dichlorodifluoromethane	0.61	5.0	56.6		ug/L	50.0	113	26.0	-	124		
1,1-Dichloroethane	0.20	1.0	53.6		ug/L	50.0	107	74.0	-	126		
1,2-Dichloroethane	0.29	1.0	46.3		ug/L	50.0	92.6	74.0	-	133		
1,1-Dichloroethene	0.20	1.0	54.3		ug/L	50.0	109	67.0	-	115		
cis-1,2-Dichloroethene	0.26	1.0	55.0		ug/L	50.0	110	83.0	-	127		
trans-1,2-Dichloroethene	0.20	1.0	54.6		ug/L	50.0	109	80.0	-	124		
1,2-Dichloropropane	0.34	1.0	51.5		ug/L	50.0	103	82.0	-	126		
1,3-Dichloropropane	0.22	1.0	49.9		ug/L	50.0	99.8	84.0	-	124		
2,2-Dichloropropane	0.22	1.0	53.4		ug/L	50.0	107	62.0	-	133		
1,1-Dichloropropene	0.14	1.0	52.7		ug/L	50.0	105	79.0	-	141		
Isopropylbenzene	0.26	1.0	50.2		ug/L	50.0	100	73.0	-	131		
Ethylbenzene	0.21	1.0	50.8		ug/L	50.0	102	64.0	-	141		
Hexachlorobutadiene	0.36	5.0	54.4		ug/L	50.0	109	52.0	-	125		
Styrene	0.28	1.0	48.0		ug/L	50.0	96.0	72.0	-	132		
Isopropylether	0.20	1.0	111		ug/L	100	111	58.0	-	151		
4-Isopropyltoluene	0.20	1.0	49.8		ug/L	50.0	99.6	55.0	-	126		
Methylene chloride	0.36	5.0	52.7		ug/L	50.0	105	63.0	-	115		
Methyl-t-butyl ether	0.31	1.0	50.4		ug/L	50.0	101	64.0	-	135		
Naphthalene	0.37	5.0	58.7		ug/L	50.0	117	60.0	-	133		
n-Propylbenzene	0.21	1.0	50.4		ug/L	50.0	101	75.0	-	136		
1,1,1,2-Tetrachloroethane	0.22	1.0	47.2		ug/L	50.0	94.4	71.0	-	151		
1,1,2,2-Tetrachloroethane	0.56	1.0	47.9		ug/L	50.0	95.8	73.0	-	131		

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MS | Lab Sample ID: LMSVA120518MS | Client Sample ID: 238312MS | Date Analyzed: 12/6/2018 2:06:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Tetrachloroethene	0.49	1.0	38.1		ug/L	50.0	76.2	64.0	-	112		
Toluene	0.20	1.0	51.9		ug/L	50.0	104	69.0	-	132		
1,2,3-Trichlorobenzene	0.29	5.0	59.1		ug/L	50.0	118	60.0	-	128		
1,2,4-Trichlorobenzene	0.20	5.0	50.5		ug/L	50.0	101	65.0	-	117		
1,1,1-Trichloroethane	0.23	1.0	50.6		ug/L	50.0	101	77.0	-	142		
1,1,2-Trichloroethane	0.51	1.0	50.3		ug/L	50.0	101	80.0	-	128		
Trichloroethene	0.25	1.0	52.5		ug/L	50.0	105	87.0	-	121		
Trichlorofluoromethane	0.36	5.0	50.8		ug/L	50.0	102	57.0	-	152		
1,2,3-Trichloropropane	0.53	5.0	45.0		ug/L	50.0	90.0	67.0	-	134		
1,2,4-Trimethylbenzene	0.24	1.0	49.2		ug/L	50.0	98.4	71.0	-	130		
1,3,5-Trimethylbenzene	0.14	1.0	49.9		ug/L	50.0	99.8	73.0	-	127		
Vinyl chloride	0.74	1.0	61.6		ug/L	50.0	123	61.0	-	134		
Xylenes- Total	0.70	3.0	151		ug/L	150	101	68.0	-	133		
Toluene-d8			50.5		ug/L	50.0	101	76.0	-	115		
4-Bromofluorobenzene			47.5		ug/L	50.0	95.0	68.0	-	118		
Dibromofluoromethane			49.2		ug/L	50.0	98.4	75.0	-	113		
1,2-Dichloroethane-d4			47.2		ug/L	50.0	94.4	75.0	-	117		

QA/QC Type: MSD | Lab Sample ID: LMSVA120518MSD | Client Sample ID: 238312MSD | Date Analyzed: 12/6/2018 2:31:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Acetone	4.3	25	81.2		ug/L	100	81.2	50.0	-	145	9.3	47.0
Benzene	0.22	1.0	44.4		ug/L	50.0	88.8	69.0	-	135	15	33.0
Bromobenzene	0.20	1.0	40.1		ug/L	50.0	80.2	78.0	-	130	13	26.0
Bromochloromethane	0.37	1.0	45.5		ug/L	50.0	91.0	83.0	-	134	12	26.0
Bromodichloromethane	0.27	1.0	42.3		ug/L	50.0	84.6	78.0	-	134	12	28.0
Bromoform	0.67	5.0	39.4		ug/L	50.0	78.8	73.0	-	133	13	30.0
Bromomethane	0.46	5.0	61.8		ug/L	50.0	124	14.0	-	137	15	62.0
2-Butanone	5.3	25	87.4		ug/L	100	87.4	61.0	-	130	14	34.0
n-Butylbenzene	0.17	1.0	45.0		ug/L	50.0	90.0	64.0	-	129	15	32.0
sec-Butylbenzene	0.28	1.0	44.0		ug/L	50.0	88.0	70.0	-	128	16	29.0
t-Butylbenzene	0.43	1.0	42.6		ug/L	50.0	85.2	69.0	-	135	15	33.0
Carbon tetrachloride	0.11	5.0	38.2		ug/L	50.0	76.4	73.0	-	144	13	35.0
Chlorobenzene	0.20	1.0	42.2		ug/L	50.0	84.4	82.0	-	127	14	22.0
Chloroethane	0.48	5.0	52.5		ug/L	50.0	105	65.0	-	139	18	37.0
Chloroform	0.17	1.0	47.2		ug/L	50.0	94.4	83.0	-	128	15	23.0
Chloromethane	0.53	5.0	47.5		ug/L	50.0	91.4	36.0	-	123	21	43.0

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MSD | Lab Sample ID: LMSVA120518MSD | Client Sample ID: 238312MSD | Date Analyzed: 12/6/2018 2:31:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
2-Chlorotoluene	0.23	1.0	42.5		ug/L	50.0	85.0	80.0	-	131	15	25.0
4-Chlorotoluene	0.21	1.0	42.4		ug/L	50.0	84.8	76.0	-	129	15	27.0
1,2-Dibromo-3-chloropropane	1.7	5.0	44.2		ug/L	50.0	88.4	62.0	-	128	15	33.0
Dibromochloromethane	0.20	1.0	43.7		ug/L	50.0	87.4	81.0	-	128	11	23.0
1,2-Dibromoethane	0.44	1.0	43.9		ug/L	50.0	87.8	85.0	-	123	11	19.0
Dibromomethane	0.22	1.0	44.8		ug/L	50.0	89.6	81.0	-	121	13	20.0
1,2-Dichlorobenzene	0.38	1.0	42.1		ug/L	50.0	84.2	78.0	-	125	13	24.0
1,3-Dichlorobenzene	0.13	1.0	41.9		ug/L	50.0	83.8	76.0	-	127	16	25.0
1,4-Dichlorobenzene	0.30	1.0	41.3		ug/L	50.0	82.6	75.0	-	124	15	24.0
Dichlorodifluoromethane	0.61	5.0	45.2		ug/L	50.0	90.4	26.0	-	124	22	49.0
1,1-Dichloroethane	0.20	1.0	46.8		ug/L	50.0	93.6	74.0	-	126	14	26.0
1,2-Dichloroethane	0.29	1.0	41.2		ug/L	50.0	82.4	74.0	-	133	12	29.0
1,1-Dichloroethene	0.20	1.0	47.1		ug/L	50.0	94.2	67.0	-	115	14	24.0
cis-1,2-Dichloroethene	0.26	1.0	47.8		ug/L	50.0	95.6	83.0	-	127	14	22.0
trans-1,2-Dichloroethene	0.20	1.0	47.5		ug/L	50.0	95.0	80.0	-	124	14	22.0
1,2-Dichloropropane	0.34	1.0	45.3		ug/L	50.0	90.6	82.0	-	126	13	22.0
1,3-Dichloropropane	0.22	1.0	45.5		ug/L	50.0	91.0	84.0	-	124	9.2	20.0
2,2-Dichloropropane	0.22	1.0	46.5		ug/L	50.0	93.0	62.0	-	133	14	36.0
1,1-Dichloropropene	0.14	1.0	45.0		ug/L	50.0	90.0	79.0	-	141	16	31.0
Isopropylbenzene	0.26	1.0	42.8		ug/L	50.0	85.6	73.0	-	131	16	29.0
Ethylbenzene	0.21	1.0	43.2		ug/L	50.0	86.4	64.0	-	141	16	39.0
Hexachlorobutadiene	0.36	5.0	47.8		ug/L	50.0	95.6	52.0	-	125	13	36.0
Styrene	0.28	1.0	41.1		ug/L	50.0	82.2	72.0	-	132	15	30.0
Isopropylether	0.20	1.0	95.5		ug/L	100	95.5	58.0	-	151	15	46.0
4-Isopropyltoluene	0.20	1.0	42.3		ug/L	50.0	84.6	55.0	-	126	16	30.0
Methylene chloride	0.36	5.0	46.2		ug/L	50.0	92.4	63.0	-	115	13	26.0
Methyl-t-butyl ether	0.31	1.0	44.6		ug/L	50.0	89.2	64.0	-	135	12	36.0
Naphthalene	0.37	5.0	51.4		ug/L	50.0	103	60.0	-	133	13	37.0
n-Propylbenzene	0.21	1.0	43.0		ug/L	50.0	86.0	75.0	-	136	16	31.0
1,1,1,2-Tetrachloroethane	0.22	1.0	41.3		ug/L	50.0	82.6	71.0	-	151	13	40.0
1,1,2,2-Tetrachloroethane	0.56	1.0	42.8		ug/L	50.0	85.6	73.0	-	131	11	29.0
Tetrachloroethene	0.49	1.0	34.2		ug/L	50.0	68.4	64.0	-	112	11	24.0
Toluene	0.20	1.0	46.6		ug/L	50.0	93.2	69.0	-	132	11	32.0
1,2,3-Trichlorobenzene	0.29	5.0	51.8		ug/L	50.0	104	60.0	-	128	13	34.0
1,2,4-Trichlorobenzene	0.20	5.0	43.7		ug/L	50.0	87.4	65.0	-	117	14	26.0

QUALITY ASSURANCE / QUALITY CONTROL DATA

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Preparation Batch ID: LMSVA120518 | Analysis Method: EPA 8260 | Preparation Type: 5030

Method Batch ID: MLMSVA120518 | Preparation Date: 12/5/2018 7:44:00 PM

QA/QC Type: MSD | Lab Sample ID: LMSVA120518MSD | Client Sample ID: 238312MSD | Date Analyzed: 12/6/2018 2:31:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
1,1,1-Trichloroethane	0.23	1.0	44.0		ug/L	50.0	88.0	77.0	-	142	14	33.0
1,1,2-Trichloroethane	0.51	1.0	46.0		ug/L	50.0	92.0	80.0	-	128	8.9	24.0
Trichloroethene	0.25	1.0	46.0		ug/L	50.0	92.0	87.0	-	121	13	17.0
Trichlorofluoromethane	0.36	5.0	51.0		ug/L	50.0	102	57.0	-	152	0.39	48.0
1,2,3-Trichloropropane	0.53	5.0	43.6		ug/L	50.0	87.2	67.0	-	134	3.2	33.0
1,2,4-Trimethylbenzene	0.24	1.0	41.4		ug/L	50.0	82.8	71.0	-	130	17	30.0
1,3,5-Trimethylbenzene	0.14	1.0	42.5		ug/L	50.0	85.0	73.0	-	127	16	27.0
Vinyl chloride	0.74	1.0	50.8		ug/L	50.0	102	61.0	-	134	19	37.0
Xylenes- Total	0.70	3.0	128		ug/L	150	85.3	68.0	-	133	16	33.0
Toluene-d8			50.6		ug/L	50.0	101	76.0	-	115		
4-Bromofluorobenzene			47.8		ug/L	50.0	95.6	68.0	-	118		
Dibromofluoromethane			49.1		ug/L	50.0	98.2	75.0	-	113		
1,2-Dichloroethane-d4			48.2		ug/L	50.0	96.4	75.0	-	117		

Comments:

Preparation Batch ID: WPAHA120518 | Analysis Method: EPA 8270/PAH Low Level | Preparation Type: 3510

Method Batch ID: MWPAHA120518 | Preparation Date: 12/5/2018 8:00:00 AM

QA/QC Type: MB | Lab Sample ID: WPAHA120518MB | Client Sample ID: WPAHA120518MB | Date Analyzed: 12/5/2018 10:25:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Naphthalene	0.42	2.0	0.42	U	ug/L							
Acenaphthylene	0.44	2.0	0.44	U	ug/L							
Acenaphthene	0.30	2.0	0.30	U	ug/L							
Fluorene	0.26	2.0	0.26	U	ug/L							
Phenanthrene	0.36	2.0	0.36	U	ug/L							
Anthracene	0.24	2.0	0.24	U	ug/L							
Fluoranthene	0.33	2.0	0.33	U	ug/L							
1-Methylnaphthalene	0.50	2.0	0.50	U	ug/L							
2-Methylnaphthalene	0.41	2.0	0.41	U	ug/L							
Pyrene	0.29	2.0	0.29	U	ug/L							
Benzo(a)anthracene	0.090	0.20	0.090	U	ug/L							
Chrysene	0.21	2.0	0.21	U	ug/L							
Benzo(b)fluoranthene	0.084	0.10	0.084	U	ug/L							

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: WPAHA120518 | Analysis Method: EPA 8270/PAH Low Level | Preparation Type: 3510

Method Batch ID: MWPAHA120518 | Preparation Date: 12/5/2018 8:00:00 AM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
QA/QC Type: MB	Lab Sample ID: WPAHA120518MB				Client Sample ID: WPAHA120518MB					Date Analyzed: 12/5/2018 10:25:00 PM		
Benzo(k)fluoranthene	0.11	0.20	0.11	U	ug/L							
Benzo(a)pyrene	0.10	0.20	0.10	U	ug/L							
Indeno(1,2,3-cd)pyrene	0.051	0.20	0.051	U	ug/L							
Dibenzo(a,h)anthracene	0.072	0.20	0.072	U	ug/L							
Benzo(g,h,i)perylene	0.24	2.0	0.24	U	ug/L							
Nitrobenzene-d5			63.3		%	100	63.3	24.0	-	100		
2-Fluorobiphenyl			103		%	100	103	31.0	-	110		
p-Terphenyl-d14			68.4		%	100	68.4	45.0	-	125		
QA/QC Type: LCS	Lab Sample ID: WPAHA120518LCS				Client Sample ID: WPAHA120518LCS					Date Analyzed: 12/5/2018 8:37:00 PM		
Naphthalene	0.42	2.0	36.6		ug/L	50.0	73.2	40.0	-	105		
Acenaphthylene	0.44	2.0	46.9		ug/L	50.0	93.8	38.0	-	115		
Acenaphthene	0.30	2.0	37.9		ug/L	50.0	75.8	46.0	-	121		
Fluorene	0.26	2.0	41.6		ug/L	50.0	83.2	47.0	-	122		
Phenanthrene	0.36	2.0	40.3		ug/L	50.0	80.6	51.0	-	130		
Anthracene	0.24	2.0	39.3		ug/L	50.0	78.6	47.0	-	124		
Fluoranthene	0.33	2.0	44.4		ug/L	50.0	88.8	45.0	-	126		
1-Methylnaphthalene	0.50	2.0	37.8		ug/L	50.0	75.6	40.0	-	111		
2-Methylnaphthalene	0.41	2.0	38.6		ug/L	50.0	77.2	39.0	-	108		
Pyrene	0.29	2.0	44.9		ug/L	50.0	89.8	47.0	-	131		
Benzo(a)anthracene	0.090	0.20	44.7		ug/L	50.0	89.4	45.0	-	131		
Chrysene	0.21	2.0	36.5		ug/L	50.0	73.0	45.0	-	128		
Benzo(b)fluoranthene	0.084	0.10	35.3		ug/L	50.0	70.6	44.0	-	124		
Benzo(k)fluoranthene	0.11	0.20	32.7		ug/L	50.0	65.4	44.0	-	124		
Benzo(a)pyrene	0.10	0.20	32.7		ug/L	50.0	65.4	39.0	-	116		
Indeno(1,2,3-cd)pyrene	0.051	0.20	34.2		ug/L	50.0	68.4	42.0	-	126		
Dibenzo(a,h)anthracene	0.072	0.20	32.3		ug/L	50.0	64.6	42.0	-	126		
Benzo(g,h,i)perylene	0.24	2.0	32.0		ug/L	50.0	64.0	35.0	-	123		
Nitrobenzene-d5			66.7		%	100	66.7	24.0	-	100		
2-Fluorobiphenyl			109		%	100	109	31.0	-	110		
p-Terphenyl-d14			55.0		%	100	55.0	45.0	-	125		
QA/QC Type: LCSD	Lab Sample ID: WPAHA120518LCSD				Client Sample ID: WPAHA120518LCSD					Date Analyzed: 12/5/2018 9:13:00 PM		
Naphthalene	0.42	2.0	35.7		ug/L	50.0	71.4	40.0	-	105	2.5	32.0
Acenaphthylene	0.44	2.0	46.1		ug/L	50.0	92.2	38.0	-	115	1.7	38.0

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: WPAHA120518 | Analysis Method: EPA 8270/PAH Low Level | Preparation Type: 3510

Method Batch ID: MWPAHA120518 | Preparation Date: 12/5/2018 8:00:00 AM

QA/QC Type: LCSD | Lab Sample ID: WPAHA120518LCSD | Client Sample ID: WPAHA120518LCSD | Date Analyzed: 12/5/2018 9:13:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Acenaphthene	0.30	2.0	37.0		ug/L	50.0	74.0	46.0	-	121	2.4	37.0
Fluorene	0.26	2.0	40.1		ug/L	50.0	80.2	47.0	-	122	3.7	38.0
Phenanthrene	0.36	2.0	41.1		ug/L	50.0	82.2	51.0	-	130	2.0	39.0
Anthracene	0.24	2.0	38.7		ug/L	50.0	77.4	47.0	-	124	1.5	39.0
Fluoranthene	0.33	2.0	44.3		ug/L	50.0	88.6	45.0	-	126	0.23	41.0
1-Methylnaphthalene	0.50	2.0	37.2		ug/L	50.0	74.4	40.0	-	111	1.6	36.0
2-Methylnaphthalene	0.41	2.0	38.0		ug/L	50.0	76.0	39.0	-	108	1.6	35.0
Pyrene	0.29	2.0	44.3		ug/L	50.0	88.6	47.0	-	131	1.3	42.0
Benzo(a)anthracene	0.090	0.20	35.2		ug/L	50.0	70.4	45.0	-	131	24	43.0
Chrysene	0.21	2.0	31.5		ug/L	50.0	63.0	45.0	-	128	15	41.0
Benzo(b)fluoranthene	0.084	0.10	28.5		ug/L	50.0	57.0	44.0	-	124	21	40.0
Benzo(k)fluoranthene	0.11	0.20	26.4		ug/L	50.0	52.8	44.0	-	124	21	40.0
Benzo(a)pyrene	0.10	0.20	26.4		ug/L	50.0	52.8	39.0	-	116	21	39.0
Indeno(1,2,3-cd)pyrene	0.051	0.20	27.8		ug/L	50.0	55.6	42.0	-	126	21	42.0
Dibenzo(a,h)anthracene	0.072	0.20	24.2		ug/L	50.0	48.4	42.0	-	126	29	42.0
Benzo(g,h,i)perylene	0.24	2.0	24.9		ug/L	50.0	49.8	35.0	-	123	25	44.0
Nitrobenzene-d5			66.9		%	100	66.9	24.0	-	100		
2-Fluorobiphenyl			106		%	100	106	31.0	-	110		
p-Terphenyl-d14			48.0		%	100	48.0	45.0	-	125		

Comments: **-NELAC MS/MSD requirement was not met due to insufficient sample volume. Batch LCS/LCSD should be evaluated for batch accuracy and precision control.**

-NELAC Sample/Sample Duplicate requirement was not met due to insufficient sample volume. Batch LCS/LCSD should be evaluated for batch accuracy and precision control.

Preparation Batch ID: WPROA120518 | Analysis Method: FDEP FL-PRO | Preparation Type: 3510

Method Batch ID: MWPROA120518 | Preparation Date: 12/5/2018 2:00:00 PM

QA/QC Type: MB | Lab Sample ID: WPROA120518MB | Client Sample ID: WPROA120518MB | Date Analyzed: 12/5/2018 9:29:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
Total Recoverable Pet. Hydrocarbons	120	500	120	U	ug/L							
Ortho-terphenyl			106		%	100	106	82.0	-	142		
Nonatriacontane(C39)			92.6		%	100	92.6	42.0	-	193		

QUALITY ASSURANCE / QUALITY CONTROL DATA

J

Preparation Batch ID: WPROA120518 | Analysis Method: FDEP FL-PRO | Preparation Type: 3510

Method Batch ID: MWPROA120518 | Preparation Date: 12/5/2018 2:00:00 PM

Analyte	MDL	PQL	Result	Qual	Units	Spike Amount	% REC	% REC Low Limit	-	% REC High Limit	%RPD	% RPD Limit
QA/QC Type: LCS	Lab Sample ID: WPROA120518LCS				Client Sample ID: WPROA120518LCS					Date Analyzed: 12/5/2018 8:12:00 PM		
Total Recoverable Pet. Hydrocarbons	120	500	581		ug/L	850	68.4	55.0	-	118		
Ortho-terphenyl			101		%	100	101	82.0	-	142		
Nonatriacontane(C39)			121		%	100	121	42.0	-	193		
QA/QC Type: LCSD	Lab Sample ID: WPROA120518LCSD				Client Sample ID: WPROA120518LCSD					Date Analyzed: 12/5/2018 8:51:00 PM		
Total Recoverable Pet. Hydrocarbons	120	500	633		ug/L	850	74.5	55.0	-	118	8.6	20.0
Ortho-terphenyl			122		%	100	122	82.0	-	142		
Nonatriacontane(C39)			121		%	100	121	42.0	-	193		

Comments: **-NELAC MS/MSD requirement was not met due to insufficient sample volume. Batch LCS/LCSD should be evaluated for batch accuracy and precision control.**

-NELAC Sample/Sample Duplicate requirement was not met due to insufficient sample volume. Batch LCS/LCSD should be evaluated for batch accuracy and precision control.

Chain of Custody Record

Private Rates

Environmental Testing Laboratories, Inc.
ETL — ENVIRONMENTAL TESTING LABORATORIES, INC.
412 W. Walcott Street
Thomasville, GA 31792-4359
229/228-2592 (telephone)
229/228-2594 (telefax)
www.etl-inc.com

Page 1 of 1

Company: AET-L

Address: 4265 New Tampa Hwy Lakeland, FL

Telephone Number: Telefax Number:

Sampled by [Print Name(s)] / Affiliation: Hopson / AET

Sampler(s) Signature(s):

Project Name: Sumter County Dept.

Project Number: 25755.07

Project Manager: A. Sanchez

Facility ID Number: 60/9600132

REQUESTED DUE DATE: / /

Analyses Requested

Item No.	Field ID No.	Sample Date	Sample Time	Grab or Composite	Matrix (see Codes)	Number of Containers	8260 VOA	FL-PRO TRPH	PAH 8270	Remarks	Lab Number
	mw-8	11/29	10:18	G	GW	5	X	X	X		238312
	mw-1R	11/29	11:08	G		5	X	X	X		313
	mw-7R	11/29	11:59	G		5	X	X	X		314
	mw-4R	11/29	12:51	G		5	X	X	X		315
	mw-6R	11/29	1:40	G		5	X	X	X		316
	mw-3R	11/29	2:33	G		5	X	X	X		317

Shipment Method: Total Number of Containers:

← Preservatives (see Codes) ICE: ☒ Yes ☐ No

			Item No.	Relinquished by / Affiliation	Date	Time	Accepted by / Affiliation	Date	Time
Out:	/ /	Via:		Hopson / AET	11/30	7:00		11-30-18	0700
Returned:	/ /	Via:			11-30-18	1100		11-30-18	11 00
					11-30-18	16:00			

Additional Comments:

Cooler Number(s) / Temperature(s) (°C)	Sampling Kit Number	Received in Lab By:		
1 on ice 1.4			11/30/18	16:05

MATRIX CODES: A = Air GW = Groundwater SE = Sediment SO = Soil SW = Surface Water WW = Wastewater O = Other (specify)

PRESERVATIVE CODES: H = Hydrochloric acid S = Sulfuric acid N = Nitric Na = Sodium Hydroxide O = Other (specify)

PRESERVATIVE CODES: SOIL VOCS MS = Methanol / Sodium Bisulfate MD = Methanol / DI Water

ETL PROJECT NO. 18-4063

ENVIRONMENTAL TESTING LABORATORIES INC

Project Receipt Summary

18-4063

Project Details

Client: ADVANCED ENVIRONMENTAL TECHNOLOGIES

Project Name: SUMTER CNTY DEPT

Shipping and Receiving

Date/Time Received: 11/30/2018 4:05:00 PM

Sampling Personnel: H. POPOCA

Shipping Method: Laboratory Courier

Shipping Tracking Number:

If present, were cooler custody seals intact?

○ Yes ○ No ◉ N/A

If present, were sample bottle custody seals intact

○ Yes ○ No ◉ N/A

Thermal Preservation

Cooler Temp Method: Sample Temperature

Thermometer ID: 16032413

Number of Coolers: 1

Were cooler temperatues in compliance? (0.1-6.0C)

◉ Yes ○ No ○ N/A

Cooler Temperatures: 1.4

Chain of Custody

Was the chain-of-custody received in coolers?	◉ Yes	○ No	○ N/A
Was the chain-of-custody signed and properly relinquished?	◉ Yes	○ No	○ N/A
Does the chain-of-custody agree with samples and analyses?	◉ Yes	○ No	○ N/A

Container Receipt

Were samples received in appropriate bottleware for analyses?	◉ Yes	○ No	○ N/A
Was sufficient volume submitted for analyses requested?	◉ Yes	○ No	○ N/A
Were samples received within method holding times?	◉ Yes	○ No	○ N/A
Were VOA vials received with zero headspace?	◉ Yes	○ No	○ N/A
Were aqeuous samples received at an acceptable pH?	◉ Yes	○ No	○ N/A

pH Test Strip Lot: HC730269

Comments

I certify I have answered the questions contained herein to the best of my knowledge and have affixed labels with unique IDs onto each sample container received. I certify any discrepancies regarding the samples as received by the laboratory have been documented completely in the comments section of this form.

Matthew Bigley

ENVIRONMENTAL TESTING LABORATORIES INC

Project Receipt Summary

18-4063

Project Sample Detail

Lab Sample ID	Client Sample ID	Matrix	SPLP	TRPH Speciation	MaVPH MaEPH
238312	**MW-8**	**AQUEOUS-Groundwater**	☐	☐	☐
238312-A4 (Full VOCs)					
238312-A5 (Full VOCs)					
238312-A6 (Full VOCs)					
238312-B3 (PAH)					
238312-B4 (TRPH)					
238313	**MW-1R**	**AQUEOUS-Groundwater**	☐	☐	☐
238313-A1 (Full VOCs)					
238313-A2 (Full VOCs)					
238313-A3 (Full VOCs)					
238313-B1 (PAH)					
238313-B2 (TRPH)					
238314	**MW-7R**	**AQUEOUS-Groundwater**	☐	☐	☐
238314-A1 (Full VOCs)					
238314-A2 (Full VOCs)					
238314-A3 (Full VOCs)					
238314-B1 (PAH)					
238314-B2 (TRPH)					
238315	**MW-4R**	**AQUEOUS-Groundwater**	☐	☐	☐
238315-A1 (Full VOCs)					
238315-A2 (Full VOCs)					
238315-A3 (Full VOCs)					
238315-B1 (PAH)					
238315-B2 (TRPH)					
238316	**MW-6R**	**AQUEOUS-Groundwater**	☐	☐	☐
238316-A1 (Full VOCs)					
238316-A2 (Full VOCs)					
238316-A3 (Full VOCs)					
238316-B1 (PAH)					
238316-B2 (TRPH)					
238317	**MW-3R**	**AQUEOUS-Groundwater**	☐	☐	☐
238317-A1 (Full VOCs)					
238317-A2 (Full VOCs)					
238317-A3 (Full VOCs)					
238317-B1 (PAH)					
238317-B2 (TRPH)					

ENVIRONMENTAL TESTING LABORATORIES INC

Project Receipt Summary

18-4063

Project Sample Detail

Lab Sample ID	Client Sample ID	Matrix	SPLP	TRPH Speciation	MaVPH MaEPH

ENVIRONMENTAL TESTING LABORATORIES INC

Project Receipt Summary

18-4063

Project Bottle Count Summary

Container Type	Preservative	Number of Containers
1-L Amber Glass	H2SO4	6
1-L Amber Glass	NONE	6
40mL VOA Vial	HCL	18
	Total	30

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Affordable Housing (AH) Program Request to Execute Satisfaction of Mortgage (Staff Recommends Approval).

REQUESTED ACTION: **Staff Recommends Approval.**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept.: **Housing / Economic Development**

BUDGET IMPACT: $622.22 Increase Mortgage Repayments
FUNDING SOURCE: Affordable Housing Program

Type: N/A **EXPENDITURE ACCOUNT:** **N/A**

HISTORY/FACTS/ISSUES:

The Affordable Housing Program was created to comply with Florida Statutes §125.379. The funds are used for various housing projects, including emergency repair, demolition/reconstruction of substandard homes, and purchase assistance. Emergency repair and demolition/reconstruction strategies are for applicants who currently own and occupy the residence. Purchase assistance is for first-time homebuyers who will occupy a home in the county.

Catherine Steele Latimer received assistance on March 5, 2014, for repairs on her home located at 9226 CR 231, Wildwood, FL 34785. Staff received the final payment from the family on June 29, 2020.

Housing Services is requesting the execution of a Satisfaction of Mortgage for Catherine Steele Latimer as her mortgage is paid in full.

Prepared by: **Denna Lafferty** **Grammarly Check** ☒

Prepared by and Return to:
Sumter County Housing Services
319 East Anderson Avenue, Suite 103
Bushnell, FL 33513

SATISFACTION OF MORTGAGE
Sumter County Affordable Housing (AH) Program

KNOW ALL MEN BY THESE PRESENTS: That the Undersigned owner and holder of a mortgage executed by:

Catherine Steele Latimer, a single woman

to SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

dated March 5, 2014 and recorded March 7, 2014 in Official Record Book 2744, Pages 790-794, Document # 201460007432 in the Office of the Clerk of the Circuit Court of Sumter County, Florida, securing a note in the original principal sum of Two Thousand Seven Hundred Ninety Eight Dollars and Eighty Cents ($2,798.80) and promises and obligations set forth in said Mortgage upon the property situate in said State and County as described in above said mortgage, hereby acknowledge(s) full payment and satisfaction of said Note and Mortgage, and surrender(s) the same as canceled, and hereby direct(s) the Clerk of the said Circuit Court to cancel the same of record.

WITNESS my hand and seal this 14th day of July, A.D. 2020.

Signed, Sealed and Delivered

SUMTER COUNTY BOARD OF COMMISSIONERS

_____
Witness Signature

By: _____ L.S.
Steve Printz, Chairman

_____
Type or Print Witness Name

_____
Witness Signature

_____
Type or Print Witness Name

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 14th day of July, 2020 by the CHAIRMAN on behalf of the SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS, who is _____ personally known to me or who has produced _____ driver's license(s) as identification.

_____
Notary Public
Commission # _____
My Commission Expires: _____

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Approve the Revisions to the Educational and Certification Increase Schedule (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Employee Services**

BUDGET IMPACT:
FUNDING SOURCE:

Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

A review of the Educational and Certification Schedule was conducted by the Assistant County Administrator and Employee Services Manager. As a result of this review, it was determined that the following revisions needed to be made:

1. Remove Certified Administrative Professional
2. Remove Certified Animal Cruelty Investigator (National)
3. Remove Certified Equine Cruelty Investigator (National)
4. Remove Geographic Information Systems Professional
5. Add Animal Control Officer – Advanced
6. Add Animal Cruelty Investigator – Canine, Feline, Equine, and Livestock
7. Add Fire Officer

This revision will remove the certifications that are no longer required or recognized and provide additional opportunities for staff to receive additional compensation.

Prepared by: **Kitty L. Fields** **Grammarly Check** ☒

Educational and Certification Increase Schedule

An employee who earns a degree or certification after being employed by the Board of County Commissioners may receive on increase when employees complete studies through a college institution or other agency that provides education or certification. The college institution or accredition agency must be accredited by an accrediting agency or state approval agency recognized by the U.S. Secretary of Education. The education or certification must be related to the employee's employment with the Board of County Commissioners. Life Experience and Honorary Degrees are excluded from this provision. Only the highest level degree earned will be compensated. Only one Associate, Bachelor, Master or Doctorate degree will be compensated.

Degree	Abbreviation	Increase
Associate	AA, AS	2.5%
*Bachelor	BFA, BA, BS	2.5%
Master Degree	MBA, MPA, MS, MLS	5.0%
Doctorate Degree	PhD	5.0%

* If the Associate degree and Bachelor degree are earned concurrently then 5.0% will be awarded

Certification	Abbreviation	Increase
American Institute of Certified Planners	AICP	2.5%
Animal Control Officer - Advanced		2.5%
Animal Cruelty Investigator (Feline, Canine, Equine, and Livestock)		2.5%
Automotive Service Excellence - Master	ASE	2.5%
Certified Economic Developer	CEcD	2.5%
Certified Emergency Manager	CEM	2.5%
Certified Government Finance Officer	CGFO	2.5%
Certfied Professional Public Buyer	CPPB	2.5%
Certified Public Procurement Officer	CPPO	2.5%
Certified Records Analyst	CRA	2.5%
Chief Emergency Medical Service Officer	CEMSO	2.5%
Chief Fire Officer	CFO	2.5%
Executive Fire Officer	EFO	2.5%
Fire Officer	FO	2.5%
Professional Engineer	PE	5.0%
Registered Architect		5.0%
Senior Professional in Human Resources	SPHR	2.5%

Procedure:
To receive the pay increase, the employee will submit proof of their degree/certification award to Employee Services. The pay increase will become effective the first day of the next payroll period after filing of the proof. Employee Services will process the request for increase. Failure to maintain licenses or certifications will result in loss of the respective salary increase.

Revised 07/14/20

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: **Approve the Revisions to the Quality Assurance Technician (Pay Range 23) Job Description and the Equipment Operator (Pay Range 18) Job Description Effective July 14, 2020 (Staff Recommends Approval).**

REQUESTED ACTION: **Staff Recommends Approval**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☒ N/A Vendor/Entity:
Effective Date 07/14/2020 Termination Date: N/A
Managing Division / Dept: **Employee Services**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

When a position becomes vacant, the Department Head and Employee Services reviews the position's job description, to determine if revisions to the job description are needed.

Based on this review, it is recommended that the Quality Assurance Technician (pay range 23) job description and the Equipment Operator (pay range 18) job description be revised. The revision to the Quality Assurance Technician job description reflects the addition of a timeline to achieve the required NIMS certifications. The revision to the Equipment Operator job description reflects a revision to the Essential Job Functions section to more closely reflect the functions of this position. Additionally, the experience required was reduced from three (3) years of experience to one (1) year experience. The requirement to obtain the Temporary Traffic Control certification – Intermediate Level within one (1) year was also added.

Staff recommends approval.

Prepared by: **Kitty L. Fields** **Grammarly Check** ☒

BOARD OF SUMTER COUNTY COMMISSIONERS
JOB DESCRIPTION

JOB TITLE: **Quality Assurance Technician**

DEPARTMENT: **Assistant County Administrator**

DIVISION: **Compliance and Quality Assurance**

GENERAL DESCRIPTION:

Responsible, professional, and administrative position involved in the evaluation and improvement of practices and data associated with the services supported by the Quality Assurance Division. Requires the application of technical knowledge in public safety to ensure a continuous quality assurance atmosphere.

ESSENTIAL JOB FUNCTIONS:

1. Performs specialized and technical clerical and record-keeping work. Work is performed with a minimum of supervision.
2. Inputs various data into computer using word-processing based software or a word processor. Accesses, inputs, and retrieves information from a computer.
3. Gathers, analyzes, and interprets data to prepare and disseminate pertinent reports to internal and external customers.
4. Develops, implements, and monitors continuous organizational performance improvement
5. Responsible for quality assurance activities, including review of patient care reports for completeness and inclusion of appropriate clinical care.
6. Reviews and reports the organization's compliance with its established Standard of Operational Coverage.
7. Prepares and completes required reports, keeping information regarding patients confidential. Completes and submits required quality assurance documentation to the Compliance and Quality Assurance Manager.
8. Works with members of the leadership team to perform quality assurance activities, including monitoring the effectiveness of programs by measuring outcomes, monitoring the quality of service, and providing recommendations for improvement or the addition of new programs.
9. Conducts research and analysis of current and future public safety issues and trends as assigned.
10. Manage and maintain accreditation records as assigned to ensure accreditation compliance.
11. Manage, create, and maintain accreditation reporting status and track responsibility for each standard as assigned.
12. Demonstrates thorough knowledge of the BOCC's Personnel Policies and Procedures and specific programs as assigned by the Compliance and Quality Assurance Manager.
13. Must be a non-smoking/non-tobacco using person, both on and off the job, for at least one (1) year immediately preceding application and maintain the same non-smoking/non-tobacco status throughout the term of employment.
14. In case of emergency or crisis situation (hurricane, flood, etc.) position is required to respond/perform recovery duties as assigned by immediate supervisor.
15. Regular attendance and the ability to work evenings, nights, and holidays as required.

(These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as requested.)

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of modern qualitative and quantitative statistical data analysis methods
- Knowledge of pre-hospital patient care for Basic Life Support and Advanced Life Support (Paramedic) methods and procedures.
- Knowledge of modern data processing equipment, audio, and visual equipment.
- Knowledge of modern methods of emergency medical service.
- Skill in the use of computers and computer programs.
- Ability to use all audio/visual and other electronic equipment needed in the presentation of training programs and materials.
- Ability to understand and follow oral and written instructions quickly.
- Ability to establish and maintain effective working relationships with employees and management as necessitated by the work.
- Ability to communicate clearly and concisely, both orally and in writing.
- Ability to apply analytical skills for all related activities and interprets data for making effective decisions, recommendations, reports, etc.
- Ability to think clearly and use independent judgment in routine and non-routine situations that may occur.

EDUCATION AND EXPERIENCE:

- Graduation from an accredited college or university with an Associate's degree in Emergency Services, Organizational Management or a closely related field
- Three (3) or more years of experience in public safety to include firefighting, emergency medical services, or emergency management.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

- Valid Florida Driver's License of the correct class for the vehicle driven, and a driving record acceptable to the insurance provider.
- NIMS I-100, I-700, and I-800 within six (6) months of employment.

ESSENTIAL PHYSICAL SKILLS:

- Acceptable vision (with or without correction)
- Acceptable hearing (with or without correction)
- Must be able to utilize a computer and/or typewriter keyboard, and all audio/visual equipment necessary to perform the assigned duties.
- Ability to answer the telephone and provide information.
- Walking
- Standing
- Bending
- Stooping
- Must be able to operate a motor vehicle.

ENVIRONMENTAL CONDITIONS:

- Work is performed inside in an office environment.
- Work is occasionally performed in and/or around a fire station or fire department training labs/grounds.

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

FLSA Non-Exempt Status

Revised 07/14/2020

BOARD OF SUMTER COUNTY COMMISSIONERS
JOB DESCRIPTION

JOB TITLE: **Equipment Operator**

DEPARTMENT: **Public Works**

DIVISION: **Operations**

GENERAL DESCRIPTION:

Performs skilled work in the operation of rights-of-way maintenance, roadway maintenance, and maintenance on County-owned or County maintained properties. Duties include the performance of manual labor tasks.

ESSENTIAL JOB FUNCTIONS:

1. Performs skilled labor in jobs related to the construction or repair of rights-of-way maintenance, roadway maintenance, and maintenance on County-owned or County maintained properties.

2. Operates gasoline or other powered machinery such as portable concrete mixers, air hammers, compressors, pumping machinery, compaction equipment, and chainsaws.

3. Washes, cleans, and performs routine first level maintenance to the equipment.

4. Performs manual labor tasks as assigned, such as patching, shoulder repair, ditch cleaning, tree trimming, minor bridge repairs, headwall construction, and other duties as assigned.

5. May be assigned to operate heavier equipment on a temporary, emergency, or trainee basis.

6. In case of emergency or crisis situation (hurricane, flood, etc.) position is required to respond/perform recovery duties as assigned by immediate supervisor.

7. Employees hired on or after February 1, 2016, must be a tobacco-free person, both on and off the job, for at least one (1) year immediately preceding application and maintain the same tobacco-free status throughout the term of employment.

8. Maintains regular attendance.

[These essential job functions are not to be construed as a complete statement of all duties performed. Employees will be required to perform other job related marginal duties as required.]

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILLS, AND ABILITIES:

- Knowledge of principles and methods of operating road construction type equipment.
- Knowledge of practices, methods, and materials used in public works road construction and maintenance activities.
- Knowledge of rules and regulations pertaining to the safety and operation of equipment.
- Skill in cleaning and maintaining equipment.
- Skill in operating light, medium, and heavy equipment.
- Skill in the use of hand and power tools.
- Ability to make minor repairs and adjustments to equipment and detect problems with equipment.
- Ability to perform manual labor tasks.

- Ability to follow and understand written and verbal instructions.
- Ability to operate a computer.

EDUCATION AND EXPERIENCE:

- Graduation from an accredited high school or possession of an acceptable equivalency diploma.
- One-year experience in the field of Public Works.

LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

- Valid Florida Class "A" Temporary Driving Permit within (60) days of employment and a driving record acceptable to the insurance provider.
- Valid Florida Class "A" Commercial Driver License within six (6) months of employment and a driving record acceptable to the insurance provider.
- Florida Department of Transportation Temporary Traffic Control (TTC) – Basic Level Certification within six (6) months of employment.
- Florida Department of Transportation Temporary Traffic Control (TTC) – Intermediate Level Certification within one (1) year of employment.
- NIMS I-100, I-700, and I-800 within six (6) months of employment.

ESSENTIAL PHYSICAL SKILLS:

- Acceptable vision (with or without correction)
- Acceptable hearing (with or without correction)
- Heavy lifting and carrying (over 50 pounds)
- Walking
- Pushing
- Pulling
- Standing
- Kneeling
- Bending
- Stooping
- Climbing
- Driving
- Equipment Operation
- Eye, hand, and foot coordination

VACCINATIONS:

- Hepatitis A within sixty (60) days of employment
- Hepatitis B within sixty (60) days of employment
- Tetanus Within sixty (60) days of employment

ENVIRONMENTAL CONDITIONS:

- Works outside in various weather conditions with dust, vibrations, and noise.

Reasonable accommodation will be made for otherwise qualified individuals with a disability.

FLSA Non-Exempt Status

Revised 07/14/2020

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Cancel RFP 027-0-2020/RS Sumter County Security System Repairs, Maintenance, and Upgrades (For Information Only).

REQUESTED ACTION: **For Information Only**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Purchasing**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

RFP 027-0-2020/RS Sumter County Security System Repairs, Maintenance, and Upgrades

A mandatory pre-proposal meeting was held on 6/22/20. Only one vendor attended the meeting and they were not familiar with our security systems. It was recommended by the department and approved by the County Administrator to cancel this proposal and hold off on re-advertisement at this time.

Prepared by: **Becky Segrest** **Grammarly Check** ☒

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Cancel RFQ 054-0-2019/RS Sumter County Pavement Management Services (For Information Only).

REQUESTED ACTION: **For Information Only**

Meeting Type: Regular Meeting **DATE OF MEETING:** **7/14/2020**

CONTRACT: ☐ N/A Vendor/Entity:
Effective Date: Termination Date:
Managing Division / Dept: **Purchasing**

BUDGET IMPACT:
FUNDING SOURCE:
Type: N/A **EXPENDITURE ACCOUNT:**

HISTORY/FACTS/ISSUES:

RFQ 054-0-2019/RS Sumter County Pavement Management Services

This RFQ is being cancelled and a revised scope of work will be developed to better meet the needs of the County. Once the new scope of work is developed and approved, these services will be re-advertised.

Prepared by:	**Becky Segrest**	**Grammarly Check**	☒

STATE OF EMERGENCY DECLARATION EXTENSION
SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Coronavirus Disease 2019 (COVID-19) continues to pose an imminent health risk to the residents in Sumter County; and

WHEREAS, Florida State Statutes, Chapter 252 authorizes the Chairman of the Board of County Commissioners to declare that a Local State of Emergency exists; and

WHEREAS, the Chairman of the Board of County Commissioner declared a Local State of Emergency on March 17, 2020, and extension every seven days since then; and

WHEREAS, Florida State Statutes, Chapter 252 limits each Declaration to seven (7) days; and

WHEREAS, the Sumter County Board of County Commissioners supports the Executive Orders of Governor DeSantis that are more restrictive than prior orders of Sumter County and finds that the anticipated conditions created by COVID-19 pose a threat to the health, safety, and welfare of the people of Sumter County.

THEREFORE, BY CONSIDERATION AND INCORPORATION OF THE ABOVE RECITALS, IT IS HEREBY ORDERED:

1. That the Comprehensive Emergency Management Plan remain activated through the duration of the State of Florida Declaration of a State of Emergency.

2. All public officials and employees of Sumter County are hereby directed to continue to exercise the utmost diligence in the discharge of duties required of them for the duration of this Local State of Emergency and in the execution of State and Local emergency orders, regulations, and directives.

3. The Emergency Management Director shall continue functioning as the County Coordinating Officer and shall provide overall coordination for the response to this emergency in Sumter County.

4. This Declaration shall remain in effect for seven days unless extended or dissolved.

Signed: _____ Date: July 14, 2020
Steve Printz, Chairman
Board of County Commissioners

Attest:

By: _____ Date: July 14, 2020
Caroline AlRestimawi
Clerk to the Board, Deputy Clerk